

06/20/2002

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

RIGHT NUMBER: 63-31485

NAME AND ADDRESS: RON KIEPERT
2111 E CONTINENTAL DR
MERIDIAN ID 83642

BEVERLY KIEPERT
2111 E CONTINENTAL DR
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.03 CFS
3.5 AFY

PRIORITY DATE: 12/31/1939

POINT OF DIVERSION:

T03N R01E S17 SWNESW Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.030 CFS
3.50 AFY

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S17 NESW 1.0

1 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: Beneficial Use

USE OF THIS RIGHT IS COMBINED WITH WATER FROM NAMPA MERIDIAN
IRRIGATION DISTRICT.
PROPERTY IS ALSO KNOWN AS LOT 2, BLK 1 HUMMINGBIRD SUBDIVISION.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31485

WATER RIGHT NUMBER: 63-31485

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	PATRICIA A HOWERTON 2065 CONTINENTAL DR MERIDIAN, ID 83642 (208)888-6487
Original Owner	CYNTHIA L BIRD 2065 E CONTINENTAL DR MERIDIAN, ID 83642
Original Owner	GARY R BIRD 2065 E CONTINENTAL DR MERIDIAN, ID 83642
Current Owner	RON KIEPERT 2111 E CONTINENTAL DR MERIDIAN, ID 83642
Current Owner	BEVERLY KIEPERT 2111 E CONTINENTAL DR MERIDIAN, ID 83642

Priority Date: 12/31/1939

Basis: Beneficial Use

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To

03/15 to 11/15

Diversion Rate

0.030 CFS

Annual VolumeTotal Diversion: 0.030 CFSLocation of Point(s) of Diversion

GROUND WATER

SW1/4NE1/4SW1/4

Sec. 17, Twp 03N, 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	
03N	01E	17									1.0								1.0

Total Acres: 1

Conditions of Approval:Remarks:

W Nanpa Meridian
C18
301

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31485

1. General This claim is the result of a split due to change in ownership for a portion of 63-18411. DB 5/6/2002
2. General Stockwater no longer used.
Locust View Heights Sub Lot 23 & 24 Block 2 became Lot 1 & 2 Block 1, Hummingbird Sub .
Kiepert is owner for Lot 2.

Comments:Dates and Other Information:

Claim Received Date: 9/5/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
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



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63

RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversions Description

SURFACE PUMP, PIPED TO HOME, SPIGOT AT WELL HS., HOSES, SPRINKLERS.

Assumptions

Horse power, pressure head, and elevation head.

Phase 0 (No Attention)
Phase I (Ready to Go to Field)
Phase II (Site Visit - Data Missing)
Phase III (Complete w/Issues)
Phase IV (Total Complete)

Linked
Photos

Photos\173372a.JPG

Invoice #

2000-055-01

EPE (ft)

17

Date (M/D/Y)

12/7/01

Time

10.53

Flow Rate (GFS)

0.14

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Gross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☒

RP

Pressure Head (psf)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial #

New Contact Information ☐

New Contact Comments

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INTREPID
Engineering Services, Inc. (IES)
Enabling People and Solutions

RIGHT ID

63 18411



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

May 8, 2002

RON KIEPERT
BEVERLY KIEPERT
2111 E CONTINENTAL DR
MERIDIAN ID 83642

Re: Original Notice of Claim to a Water Right No. 63-18411

Renumbered Notice of Claim to a Water Right No. 63-31485

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.

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

Sincerely,

Adjudication Section
Western Region

DB: db

Enclosure

Idaho Dept of Water Resources

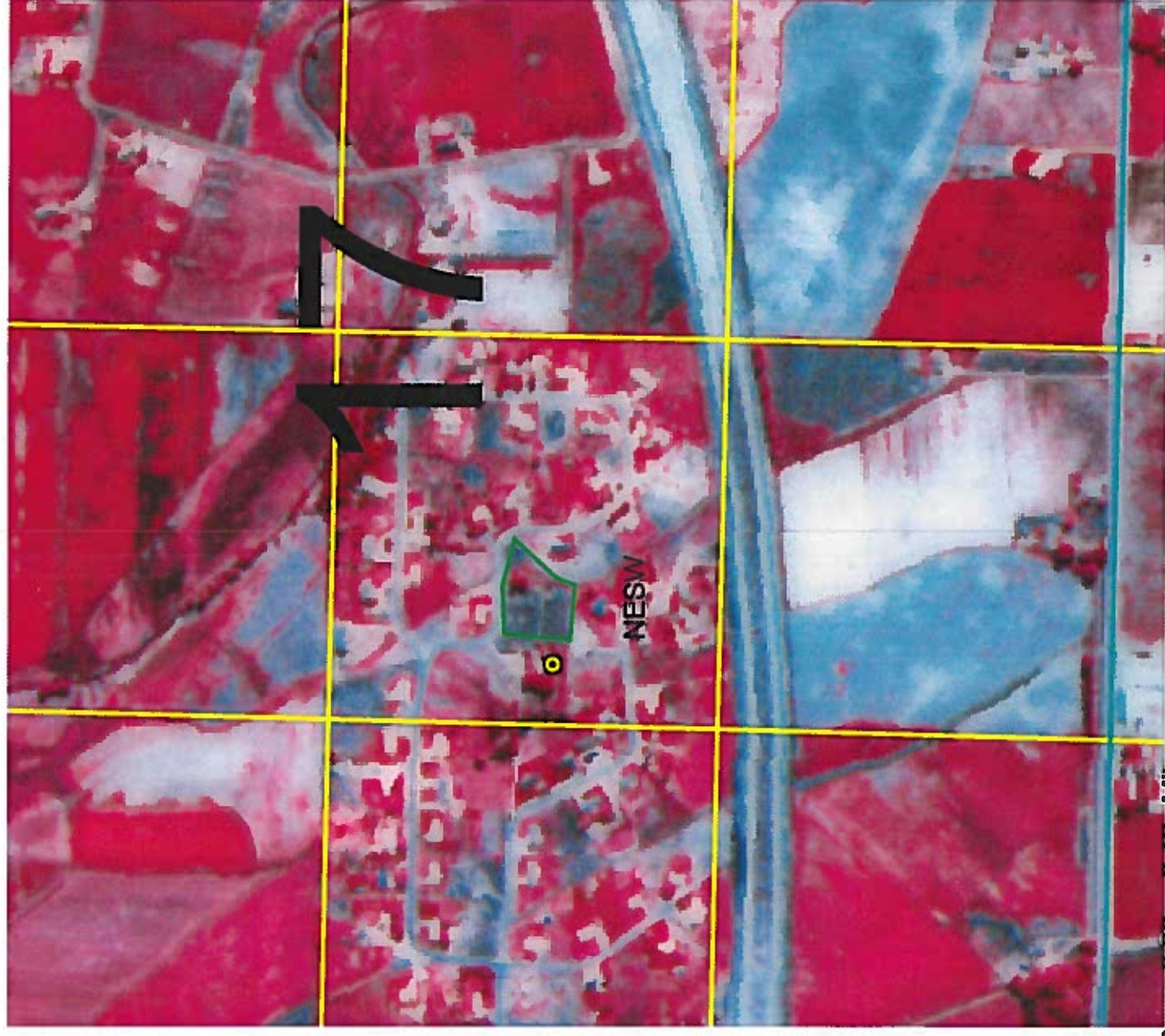
Calim No. 63-31485
T03N, R01E, S 17
Prepared by: Sue Bock
Date: 06/20/2002

● Point of Diversion

Place of Use

Section Lines

Quarter Quarter Lines

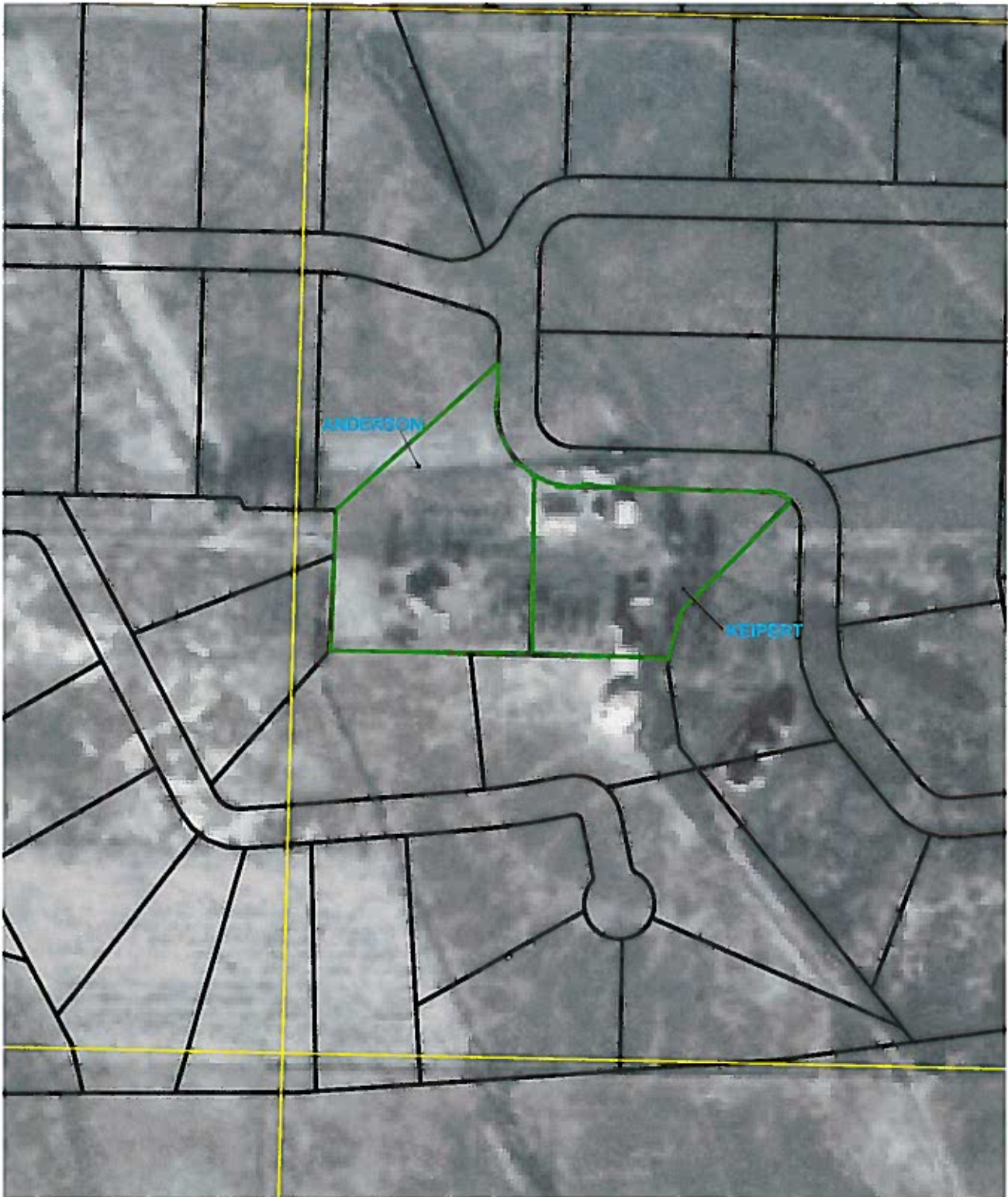


0 0.06 0.12 Miles

1987 NAPP

63-31484 & 63-31485





1939 AERIAL PHOTO

63-31484 AND 63- 31485 - SPLITS OF 63-18411 WITH CLAIMED PRIORITY DATE IN 1939. THIS IS EVIDENCE OF PRIORITY OF THE IRRIGATION. THE ANDERSONS HAVE THE DOMESTIC PORTION . PROOF NOT REQUIRED FOR DE MINIMUS DOMESTIC.

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 63-31485
Date Received: 9/5/1989
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RON KIEPERT
2111 E CONTINENTAL DR
MERIDIAN ID USA 83642

Phone: (208) 884-4741

BEVERLY KIEPERT
2111 E CONTINENTAL DR
MERIDIAN ID USA 83642

Phone: (208) 884-4741

2. Date of Priority: 12/31/1939

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
03N	01E	17	SW	NE	SW	ADA	

5. Description of diverting works:

SURFACE PUMP, PIPED TO HOME, SPIGOT AT WELL HS., HOSES, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.03	

7. Total Quantity Appropriated is:
0.03 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	01E	17	NE	SW	IRRIGATION	1
					Section Acres	1
					Total Acres	1

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 claim is the result of a split due to change in ownership for a portion of 63-18411. DB 5/6/2002

Stockwater no longer used.
Locust View Heights Sub Lot 23 & 24 Block 2 became Lot 1 & 2 Block 1, Hummingbird Sub.
Kiepert is owner for Lot 2.

15. Basis of Claim: Beneficial Use

Please Return ASAP

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

RECEIVED

APR 18 2002

WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
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63-18411					

* Other half of split from Anderson 1 acre only.

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

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

OR

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

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

Bird
2205 E Continental Dr

4. New Owner/Claimant(s)

Meridian, ID 83642

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

New Mailing Address

Ron & Beverly KIEPERT

City, State and ZIP Code

211 E Continental Dr, Meridian, ID
83642

New Telephone Number

208 884 4741

5. Date you acquired the property

9-5-1996

Sign on #7

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	1 acre .03	
Stock		
Domestic		
Other		
Total	1 acre .03	

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

7.

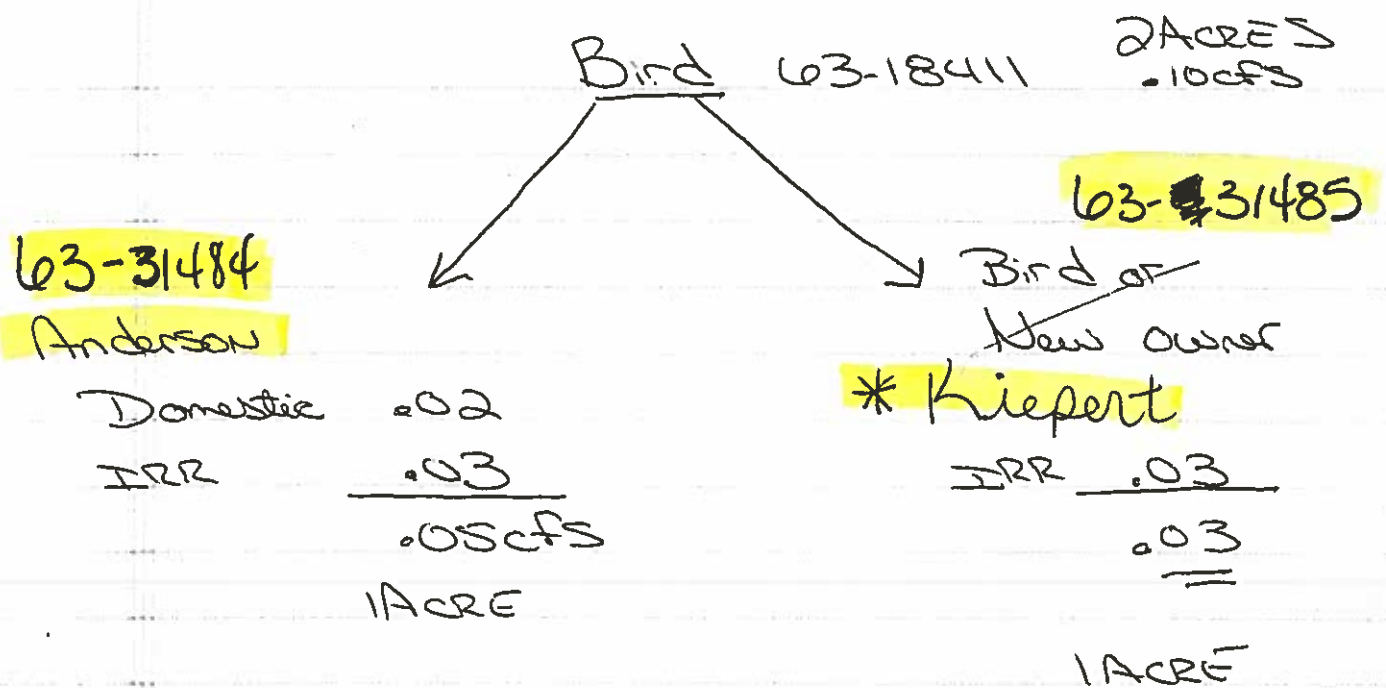
Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Ronald E. Kiepert
Beverly W. Kiepert

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 *[Signature]* Date 4-18-02 Fee 0
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



Lot 1 Block 1

Lot 2 Block 1

* Stockwater no longer used

Locust View Heights sub lot 23-24 BK 2
became Lots 142 Hummingbird Sub BIK 1

9-5-89

96074459

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**ADA CL. RECORDER
J. DAVID NAVARRO
BOISE ID

ALLIANCE TITLE

'96 SEP 5 PM 2 42

READ & APPROVED BY GRANTEE(S)

Rk Bk

{0155/4800}

FEE 3- *07611*
SPACE ABOVE LINE FOR RECORDING DATA

Order No.: 96060559 tn/jg

WARRANTY DEED

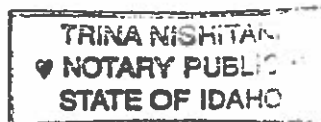
FOR VALUE RECEIVED GARY R. BIRD AND CYNTHIA L. BIRD, HUSBAND AND WIFE

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto RONALD E.
KIEPERT AND BEVERLY W. KIEPERT, HUSBAND AND WIFEGRANTEE(S), whose current address is: 2066 N. IRIS PLACE, BOISE, IDAHO 83704
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:Lot 2 in Block 1 of HUMMINGBIRD SUBDIVISION, according to the Official
Plat thereof filed in Book 72 of Plats at Pages 7397-7398,
Records of Ada County, Idaho.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from
all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered
or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and
agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments,
if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend
the same from all lawful claims whatsoever.

Dated: August 28, 1996

Gary R. Bird

GARY R. BIRD*Cynthia L. Bird*

CYNTHIA L. BIRDSTATE OF IDAHO)
COUNTY OF ADA)On this 28th day of August, in the year of 1996, before me, the undersigned, a Notary
Public in and for said State, personally appeared GARY R. BIRD AND CYNTHIA L. BIRDknown or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.Signature: *Trina Nishitani*Name: TRINA NISHITANI

(type or print)

Residing at: BOISE, IDAHO

My Commission Expires: 06/18/97

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

Prepared By:
T. HELM

[Space Above This Line For Recording Data]

01093918

[Escrow/Closing #]

000023919841104

[Doc ID #]

DEED OF TRUST

MIN 1000157-0000459348-5

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 21, 2001, together with all Riders to this document.

(B) "Borrower" is
RONALD E KIEPERT, AND BEVERLY W KIEPERT, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
4500 PARK GRANADA, CALABASAS, CA 91302-1613

(D) "Trustee" is
ALLIANCE TITLE AND ESCROW CORP
924 3RD STREET SOUTH NAPA, ID 83651

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 21, 2001. The Note states that Borrower owes Lender ONE HUNDRED FORTY TWO THOUSAND and 00/100

IDAHO Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

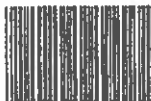
Page 1 of 11

LMP-6A(ID) (0005)
CONVVA

CHL (08/00)

VMP MORTGAGE FORMS (800)521-7291

Rk pa
Initials
Form 3013 1/01



* 2 3 9 9 1 *



* 0 0 0 2 3 9 1 9 8 0 0 0 0 2 0 0 8 A *

Dollars (U.S. \$ 142,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2016

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) (specify) |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the

COUNTY

of ADA

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

DOC ID # 000023919841104
LOT 2 IN BLOCK 1 OF HUMMINGBIRD SUBDIVISION, ACCORDING TO THE OFFICIAL
PLAT THEREOF FILED IN BOOK 72 OF PLATS AT PAGES 7397 AND 7398, RECORDS
OF ADA COUNTY, IDAHO.

Parcel ID Number: R3814530020
2111 EAST CONTINENTAL STREET, MERIDIAN
Idaho 83642- ("Property Address");
(Zip Code)

which currently has the address of

[Street/City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in the Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

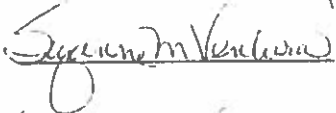
1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

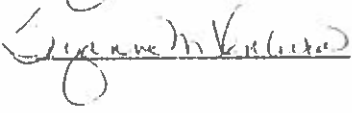
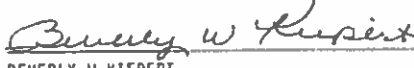
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 RONALD E KIEPERT (Seal) Borrower


 BEVERLY W KIEPERT (Seal) Borrower
 _____ (Seal) Borrower
 _____ (Seal) Borrower

STATE OF IDAHO,

ADA

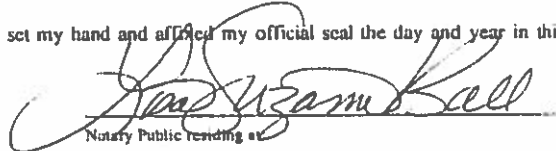
County ss:

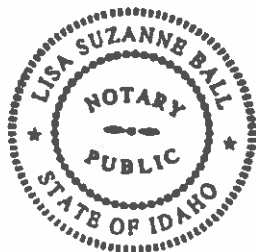
On this 24TH day of SEPTEMBER, before me,
 a Notary Public in and for said county and state,
 personally appeared Ronald E. KIEPERT and BEVERLY W KIEPERT

LISA SUZANNE BALL

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

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


 Notary Public residing at _____



ADA COUNTY CONSOLIDATED PROPERTY TAX BILL

BARBARA BAUER, ADA COUNTY TREASURER -- TAX COLLECTOR FOR TAXING DISTRICTS OF ADA COUNTY
O. BOX 2868, BOISE, ID 83701 PH. #(208) 364-2233

COPY TAX BILL

LEGAL DESCRIPTION:

LOT 2 BLK 1
HUMMINGBIRD SUB
#96074459
033170010020

3N 1E 17

DELINQUENT TAXES

PHONE (208)
364-2233
FOR AMOUNT
INCLUDING
CURRENT
PENALTY
AND INTEREST.

YEAR HALF

PARCEL NUMBER

R3814530020

TAX YEAR

CODE AREA

BILL NUMBER

97

242

419

MORTGAGE COMPANY REQUESTING YOUR TAX BILL

COUNTRYWIDE HOME LOANS

PROPERTY ADDRESS: 02111 E CONTINENTAL

THIS IS A LISTING OF THE TOTAL AMOUNT YOU PAY EACH TAXING DISTRICT, INCLUDING BONDS, OVERRIDES AND CERTIFICATIONS IF APPLICABLE. PHONE INDIVIDUAL TAXING DISTRICTS WITH QUESTIONS REGARDING TAXES.

IF YOU HAVE SOLD THIS PROPERTY, OR MORTGAGE COMPANY IS RESPONSIBLE FOR PAYING THIS TAX, PLEASE FORWARD THIS BILL IMMEDIATELY.

PAYMENTS WILL BE APPLIED TO MOST DELINQUENT TAXES.

YOUR CANCELED CHECK WILL SERVE AS YOUR RECEIPT.

TO AVOID PENALTY AND INTEREST, FULL OR FIRST HALF TAXES MUST BE PAID IN PERSON OR BY U.S. POSTMARKED NO LATER THAN:
DEC 22, 1997

IF ANY PORTION OF THE TAX BECOMES DELINQUENT, YOU WILL BE CHARGED 2 PERCENT PENALTY AND 1 PERCENT PER MONTH INTEREST DATING FROM JANUARY 1ST ON ANY FIRST HALF REMAINING BALANCE. WHEN YOU ARE READY TO PAY THE BALANCE DUE, CALL 364-2233 FOR THE CORRECT PAYMENT AMOUNT.

FOR DETAILED INFORMATION REGARDING TAX LAWS SEE BACK OF TAX BILL.

LEVY RANGE	NAME OF TAXING DISTRICT	TAXING DISTRICT PHONE NUMBER	TAXING DISTRICT TOTAL LEVY AMOUNT	TAX AMOUNT BY TAXING DISTRICT
.63+	SCHOOL DISTRICT #2	888-6701	.003660113	\$255.12
.05+	SCHOOL #2 BOND	888-6701	.002532849	\$176.54
.34+	SCHOOL 2 EMERGENCY	888-6701	.000598522	\$41.72
	SCHOOL 2 JUDGEMENT	888-6701	.000010899	\$76
.75-	ADA COUNTY	364-2333	.002993162	\$208.62
.50-	ADA JAIL BOND	364-2333	.000090510	\$6.31
.65-	PEST EXTERMINATION	888-2316	.000092137	\$6.42
.75-	EMERGENCY MEDICAL	375-7048	.000126962	\$8.85
.75-	ADA COUNTY HIGHWAY	345-7680	.001065139	\$74.24
.70-	MERIDIAN LIBRARY	888-4451	.000381879	\$26.62
.99-	MERIDIAN LIB BOND	888-4451	.000190649	\$13.29
.61+	MERIDIAN CEMETERY	888-5705	.000105079	\$7.32
.90+	MERIDIAN FIRE	888-1234	.000537073	\$37.43
.23-	MOSQUITO ABATEMENT	362-1440	.000036615	\$2.55
.02-	W. ADA RECREATION	888-4081	.000086278	\$6.01

NOTIFICATION: THESE AMOUNTS ARE DISTRICT CHARGES OR DELINQUENT BILLS THAT HAVE BEEN CERTIFIED TO THE TAX ROLL.

TOTAL PROPERTY TAX BILLED
LESS PREPAYMENTS RECEIVED BY 11/06/97
LESS CIRCUIT BREAKER (SENIOR CITIZEN) EXEMPTION
LESS HARDSHIP EXEMPTION
TOTAL TAXES DUE

\$ 871.80

\$

\$

\$

\$

\$ 871.80

TOTAL LEVY

.012507866

ASSESSED VALUE

\$ 119700.

AMOUNT OF HOMEOWNERS EXEMPTION

\$ 50000.

CURRENT YEAR PROPERTY TAX	PRIOR YEAR PROPERTY TAX	% CHANGE PROPERTY TAX
871.80	\$ 0.00	0.0

CALL THE ADA CO. ASSESSOR,
(208)364-2400 WITH VALUE QUESTIONS

CURRENT YEAR TAXABLE VALUE	PRIOR YEAR TAXABLE VALUE	% CHANGE TAXABLE VALUE
\$ 69700.	\$ 0.	0.0

KEEP THIS PORTION FOR YOUR RECORDS.

KIEPERT RONALD E & BEVERLY W
2111 E CONTINENTAL DR
MERIDIAN ID 83642

THIS IS A COPY BILL

THE ORIGINAL TAX BILL HAS BEEN SENT TO YOUR BANK OR MORTGAGE COMPANY FOR PAYMENT.

THIS COPY IS SENT FOR YOUR INFORMATION ONLY.

FLAT SHOWING HUMMINGBIRD SUBDIVISION

A RESUBDIVISION OF LOTS 23 AND 24, BLOCK 2 OF
LOCUST VIEW HEIGHTS SUBDIVISION
AND A PARCEL OF LAND LYING IN THE SW 1/4, SECTION 17,
T.34N. R.11E. D11M. ADA COUNTY, IDAHO



NOTES

1. ALL LOT LINES, COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A 30' WIDE PERMANENT PUBLIC UTILITY, EASEMENT AND DRAINAGE EASEMENT.
2. 500 YARD LOT LINES HAVE A 5' WIDE PERMANENT PUBLIC UTILITY, EASEMENT AND DRAINAGE EASEMENT.
3. BUILDING SETBACKS AND DIMENSIONAL STANDARDS MUST BE IN ACCORDANCE WITH THE CITY OF ADA COUNTY APPLICABLE ZONING REGULATIONS BY ADJ. COUNTY.
4. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
5. DEVELOPER TO COMPLY WITH DRAINAGE LAW SECTION 31-3000 PRELIMINARY TO REGULATION WATERS.
6. A CLEAR VISION SIGN TRIANGLE IS TO BE PROVIDED AT ALL DRIVEWAY AND STREET INTERSECTIONS PER ADJ. COUNTY POLICY.

W. CONTINENTAL DRIVE

THIS MAP IS FURNISHED AS AN ACCOMMODATION, STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.

LEGEND

- PROPERTY BOUNDARY
- PUBLIC UTILITY, EASEMENT AND DRAINAGE EASEMENT
- SET 3/8" x 30' R/W PM
- FOUR 3/8" R/W PM - SET
- FOUR 1/2" R/W PM - REPLACED WITH 3/8" x 30' R/W PM W/CAP
- FOUR 3/8" R/W PM - SET A
- SET 1/2" x 24' R/W PM W/CAP

CURVE TABLE

CURVE	ARC LENGTH	TANGENT	CHORD	ANGLE	AREA
C1	100.00	157.08	141.12	54° 55' 17"	8,744.56
C2	100.00	157.08	141.12	54° 55' 17"	8,744.56
C3	100.00	157.08	141.12	54° 55' 17"	8,744.56
C4	100.00	157.08	141.12	54° 55' 17"	8,744.56

GRAPHIC SCALE



1 inch = 40 feet

DEVELOPERS

DAVE E. & CYNTHIA L. BIRD
1506 WILLIAMS LANE
NAPA, CA 94558
(707) 252-7000

J.J. HOWARD, ENGINEER

BOISE, IDAHO

PAGE 1 OF 2

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: A63-18411

Date Received: 9/ 5/1989

Receipt No: W005419

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GARY R BIRD
Address: 2065 E CONTINENTAL DR
MERIDIAN ID 83642

AND

Name: CYNTHIA L BIRD
Address: 2065 E CONTINENTAL DR
MERIDIAN ID 83642

2. Date of Priority: DEC 31, 1939

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	17	SW	NE	SW		ADA

5. Description of diverting works:

SURFACE PUMP, PIPED TO HOME, SPIGOT AT WELL HS., HOSES, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.020		
IRRIGATION	03/15	11/15	0.060		
STOCKWATER	01/01	12/31	0.020		

7. Total Quantity Appropriated is:

0.100 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

DOMESTIC 1 HOME, STOCK, HORSES 3-5 HD.

MICROFILMED
OCT 8 9 1996

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	01E	17	NE	SW	DOMEST	
			NE	SW	IRR	2.0
			NE	SW	STOCK	
					Section Acres	2.0
					Total Acres	2.0

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:
NAMPA-MERIDIAN IRRIGATION DISTRICT

14. Remarks:
LOCUST VIEW HEIGHTS SUBDIVISION, LOT 23 & 24, BLOCK 2.
OWNERSHIP CHANGED BY LH 7/29/94.

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 _____