

COPY

1999 JUN 14 PM 3:12

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

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 37-10163

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): 37-10163

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
5/21/1999

37-10163

PAGE 1

From (Claimant/Seller):

Name of Claimant: J FRANK DEPEW
MIRIAM R DEPEW
Address: 261 MILLARD RD
DIETRICH ID 83324
Phone: (208) 886-7780

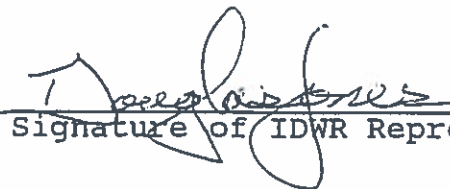
To (Claimant/Purchaser):

Name of Claimant: ERIC OLSEN
CAROL OLSEN
Address: PO BOX 389
SHOSHONE ID 83352
Phone: (208) 886-7657

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: 6/8/99



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 6/14/99 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:

MIRIAM R DEPEW
102 EAST 4TH
DIETRICH ID 83324
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

ERIC OLSEN
CAROL OLSEN
PO BOX 389
SHOSHONE ID 83352
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: MAY-25-1999
PAGE: A-13

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 37-10163

NAME & ADDRESS: ERIC OLSEN
CAROL OLSEN
PO BOX 389
SHOSHONE ID 83352

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 12/31/1947

POINT OF DIVERSION: T06S R18E S17 NESESE Within LINCOLN County

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

PLACE OF USE:	STOCKWATER	Within LINCOLN County
	T06S R18E S17	SESE
	DOMESTIC	Within LINCOLN County
	T06S R18E S17	SESE

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. RP06S18E179000A
STOCKWATER 4 HORSES



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 14, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ERIC OLSEN
CAROL OLSEN
PO BOX 389
SHOSHONE ID 83352

RE: SRBA Claim(s) 37-10163

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Miriam R. Depew

NCAP
RECEIVED
APR 26 1999
Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s): 37-10163
Adjudication Claim No(s): _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Miriam Depew
261 Millard Road, Dietrich, ID 83324
*Miriam's current add
102 East 4th
Dietrich, ID 83324*
4. New Owner/Claimant(s) ERIC and Carol Olsen
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 389
City, State and ZIP Code Shoshone ID 83352
New Telephone Number (208) 886-7657
5. Date you acquired the property 4/13/95
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) Eric & Carol Olsen

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO



(208) 736-3011
FAX (208) 736-2121

SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

April 13, 1999

Eric Olson
PO Box 389
Shoshone, ID 83352

RECEIVED

APR 26 1999

Department of Water Resources
Southern Region

RE: Change of Ownership -- Water Right 37-10163

Dear Mr. Olson:

Enclosed is a *Notice of change of Water Right Ownership* form from the Idaho Department of Water Resources. Please complete the form as instructed and return it to IDWR at:

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

If you have questions about this form or the information requested, please call IDWR at 208-736-3033. If you have other questions regarding the adjudication of your water right, please give me a call at 208-736-3011.

Sincerely,

A handwritten signature in dark ink, appearing to read "Diana R Delaney", is written over a circular stamp. The signature is fluid and cursive.

Diana R Delaney
Case Administrator/
Chief Deputy Clerk

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

March 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

37-10163

~~J FRANK DEPEW~~

~~MIRIAM R DEPEW~~

261 MILLARD RD

DIETRICH ID 83324

Eric Aisen
Carrie Aisen

RECEIVED

APR 26 1999

Department of Water Resources
Southern Region

RE: Domestic and/or Stockwater Rights in Reporting Area 16, Basin 37
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 37 (the Big Wood River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 37 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Hailey, Fairfield, Gooding, Shoshone, Mountain Home, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

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

DATE: March 3, 1999
PAGE: 1

RIGHT NUMBER: 37-10163

NAME AND ADDRESS: J FRANK DEPEW
MIRIAM R DEPEW
261 MILLARD RD
DIETRICH ID 83324

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

RECEIVED
APR 26 1999
Department of Water Resources
Southern Region

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

PRIORITY-DATE: 12/31/1947

POINT OF DIVERSION T06S R18E S17 NESESE Within LINCOLN County

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

PLACE OF USE: STOCKWATER Within LINCOLN County
T06S R18E S17 SESE

DOMESTIC Within LINCOLN County
T06S R18E S17 SESE

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP06S18E179000A
STOCKWATER 4 HORSES

5/13/99 Called T.F. office Donna will send a form out.

159193

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>First American Title</i> APR 13 1995 at <u>30</u> minutes past <u>12</u> M <u>P.</u> recorded by <u>Lara Stanger</u> Fee: <u>30.00</u> Return to: <u>First American</u>

RECEIVED

APR 26 1999

Department of Water Resources
Southern Region

[Space Above This Line For Recording Data]

L-00755

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on April 13 19 95. The grantor is ERIC J. OLSEN AND CAROL L. OLSEN, HUSBAND AND WIFE

("Borrower"). The trustee is

("Trustee"). The beneficiary is
, which is organized and existing

FIRST SECURITY BANK OF UTAH, N.A.
 FIRST SECURITY BANK OF IDAHO, N.A.
 under the laws of THE STATE OF IDAHO
 P. O. BOX 7069, BOISE, IDAHO 83730

, and whose address is

("Lender").

Borrower owes Lender the principal sum of ~~Twenty Five Thousand~~ and No/100 ----- Dollars (U.S. \$ ~~25,000.00~~). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LINCOLN County, Idaho:

LONG LEGAL DESCRIPTION ATTACHED

which has the address of 261 MILLARD ROAD

[Street]

DIETRICH

[City]

Idaho 83324
[Zip Code]

("Property Address");

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

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

Initial <i>EJO</i>	Initial <i>CLO</i>
-----------------------	-----------------------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

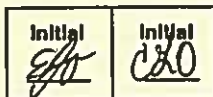
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's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

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

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

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

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



maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, the reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

..... (Seal)
-Borrower

Eric J. Olsen
ERIC J. OLSEN (Seal)
-Borrower

..... (Seal)
-Borrower

Carol L. Olsen
CAROL L. OLSEN (Seal)
-Borrower

STATE OF IDAHO,

Gooding County ss:

On this 13th day of April, 1995, before me, Susan M. Bolton, a Notary Public in and for said county and state, personally appeared Eric J. Olsen and Carol L. Olsen, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that 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.

My commission expires: 10/10/95

REQUEST FOR RECONVEYANCE
To Trustee:

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

Date:



First American Title Company
P.O. Box 446
Gooding, Idaho 83330

RECEIVED
APR 26 1999
Department of Water Resources
Southern Region

CLOSING ESCROW INSTRUCTIONS

DATE OPENED: April 12, 1995

ESCROW NO. E-002475

ORDER NO. L-00755

BUYER: Eric J. Olsen And Carol L. Olsen

TO: FIRST AMERICAN TITLE COMPANY, TWIN FALLS, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of ~~\$77,000.00~~ and will on or before April 13, 1995 hand you said consideration, which is payable as follows:

~~\$300~~ Earnest Money paid to Gem State Realty

~~\$66,000~~ Loan from First Security Bank

Balance of purchase price plus buyers share of closing cost at the date of closing

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

Miriam R. Depew,

and when you can issue your standard coverage form policy of title insurance with liability of ~~\$77,000.00~~, on the property described on attached Order No. L-00755.

SHOWING TITLE VESTED IN

Eric J. Olsen And Carol L. Olsen, husband and wife

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1-6 & 1-7 of Schedule B of Commitment for Title Insurance, Order No. L-00755, a copy of which is attached hereto.
2. Deed of Trust (or Mortgage) of record securing a note with an unpaid balance of ~~\$58,000~~ with interest at the rate of 7.75 per annum in favor of First Security Bank.

OTHER INSTRUCTIONS:

Buyer and Seller herein agree to share the closing agent's fee. Seller will pay the title insurance fee.

Buyer and Seller agree to pay all fees required by Lender herein.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF April 13, 1995:

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

You are to hold for me -0- shares of water stock of the n/a Company.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. The transfer of water is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

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

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

The parties acknowledge that First American Title Company has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act, but have offered to furnish us a copy of the Seller Property Disclosure Form that may be required by the Act. And by this statement First American Title Company has recommended that the parties obtain legal advice as to the operation of this law. We further understand and acknowledge that any compliance with the Act was done outside of escrow.

GENERAL PROVISION

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

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or property in the issuance of a policy of title insurance called for, is hereby authorized.

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

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

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

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

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

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

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

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

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

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

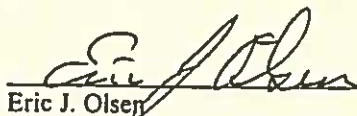
AMENDMENT TO GENERAL PROVISIONS

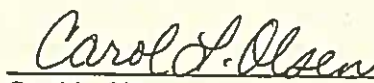
Disclosure of Taxpayer Identification Numbers

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

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

P.O. Box 389, Shoshone, ID 83352
ADDRESS: ~~261 Millard Road, Dietrich, ID 83324~~


Eric J. Olsen


Carol L. Olsen

SELLER: Miriam R. Depew

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

At the close of this transaction, you are authorized to pay commissions as follows:

\$ ~~2500.00~~ to Gem State Realty

\$ to

At the close of this escrow, you are to mail any documents and your check or checks payable to:

Miriam R. Depew

Miriam R. Depew
Miriam R. Depew

261 Millard Road
Dietrich, Idaho 83324

ADDRESS:

A. Settlement Statement

U. S. Department of Housing
and Urban Development

RECEIVED

APR 26 1999

Department of Water Resources
OMB No. 6352-0265 (U.S. 12-98)
Southwest Region

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.6. File Number
L-00755

7. Loan Number

8. Mortgage Insurance Case Number

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

D. Name and Address of Borrower

ERIC J. OLSEN
CAROL L. OLSEN
261 Millard Road
Dietrich, ID 83324-

E. Name and Address of Seller

MIRIAM R. DEPEW

F. Name and Address of Lender

First Security Bank of Idaho
P.O. Box 1299
Twin Falls, ID 83303-1299

G. Property Location RP06S18E17795A

261 Millard Road
Dietrich, ID 83324-

Pt. E1/2SE1/4 17-6-18, Lincoln Co., ID

H. Settlement Agent

FIRST AMERICAN TITLE COMPANY

File# L-00755

Escrow# E-002475

TIN#

I. Settlement Date

342 Main Street
Gooding, ID 83330

04/13/95

Disbursement

04/13/95

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price

102. Personal Property

103. Settlement Charges to borrower (line 1400)

104.

105.

Adjustments for Items paid by seller in advance

106. City/Town Taxes to

107. County Taxes to

108. Assessments to

109.

110.

111.

112.

120. Gross Amount Due From Borrower

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

500.00

202. Principal amount of new loan(s)

203. Existing loan(s) taken subject to

204. Deposit with Lender

540.00

205.

206.

207.

208.

209.

Adjustments for Items unpaid by seller

210. City/Town taxes to

211. County Taxes to

212. Assessments to

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)

302. Less amounts paid by/for borrower (line 220)

303. Cash ☒ From ☐ To Borrower

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price

402. Personal Property

403.

404.

405.

Adjustments for Items paid by seller in advance

406. City/Town taxes to

407. County taxes to

408. Assessments to

409.

410.

411.

412.

420. Gross Amount Due To Seller

500. Reductions in Amount Due To Seller

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

Adjustments for Items unpaid by seller

510. City/Town taxes to

511. County taxes to

512. Assessments to

513.

514. Cty. Taxes 1/1/95-4/13/95

109.99

515.

516.

517.

518.

519.

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)

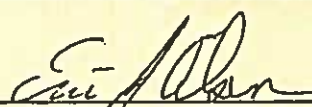
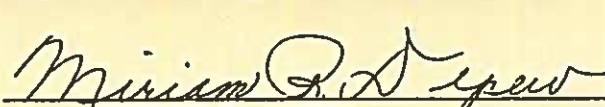
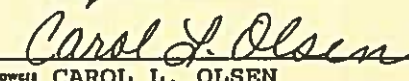
602. Less reductions in amt. due seller (line 520)

603. Cash ☒ To ☐ From Seller

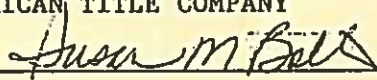
TAX PRORATION BASED ON 1994 TAXES OF \$

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission bases on price \$ <u>11,100,000 @ 4.00 % =</u> 4,380.00					
Division of Commission (line 700) as Follows:					
701. \$	4,380.00	to	Gem State Realty		
702. \$		to			
703. Commission paid at Settlement					4,380.00
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%	First Security Bank of Idaho		550.00	
802. Loan Discount	%				
803. Appraisal Fee	to	American R.E. & Appr.		400.00	
804. Credit Report	to	Twin Falls Credit Bureau		40.00	
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808. Tax Service Fee to				72.00	
809. Loan Document Fee to First Security Bank				87.50	87.50
810.					
811.					
900. Items Required by Lender To Be Paid In Advance					
901. Interest from	04/13/95	to	05/01/95 @ \$ 11.6781 /day	210.21	
902. Mortgage Insurance Premium for		months to			
903. Hazard Insurance Premium for	1	years to	Safeco Insurance	650.00	
904.		years to			
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	2	months @ \$	54.17 per month	108.34	
1002. Mortgage Insurance		months @ \$	per month		
1003. City property taxes		months @ \$	per month		
1004. County property taxes	2	months @ \$	32.80 per month	65.60	
1005. Annual assessments		months @ \$	per month		
1006.		months @ \$	per month		
1007.		months @ \$	per month		
1008.		months @ \$	per month		
1100. Title Charges					
1101. Settlement or closing fee	to	First American Title Company		124.50	124.50
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items number:)					
1108. Title insurance	to	First American Title Company		161.50	482.00
(includes above items numbers:)					
1109. Lender's coverage	\$	<u>100,000.00</u>			
1110. Owner's coverage	\$	<u>100,000.00</u>			
1111. 100, 116, 8.1 and 6				75.00	
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fee: Deed \$	6.00	; Mortgage \$	27.00	; Releases \$	33.00
1202. City/county tax stamps: Deed \$		; Mortgage \$			
1203. State tax/stamps: Deed \$		; Mortgage \$			
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection	to				
1303. 1995 water bill to Big Wood				152.50	
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				2,730.15	5,074.00

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

 ERIC J. OLSEN	 MIRIAM R. DEPEU
 CAROL L. OLSEN	Sellers

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

FIRST AMERICAN TITLE COMPANY  Susan M. Bell	04/13/95
Settlement Agent	Date

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



WARRANTY DEED

For Value Received

Miriam R. Depew, a widow

RECEIVED

APR 26 1999

Department of Water Resources
Southern Region

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

Eric J. Olsen And Carol L. Olsen, husband and wife

the grantee(s), whose current address is

md. ~~261 Millard Road, Dietrich, ID 83324~~ P.O. Box 389, Shoshone, ID 83352

the following described premises, to-wit:

See Attached Exhibit "A"

TOGETHER with 10 acres of American Falls Reservoir District #2 water.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: April 12, 1995

Miriam R. Depew
MIRIAM R. DEPEW

159192

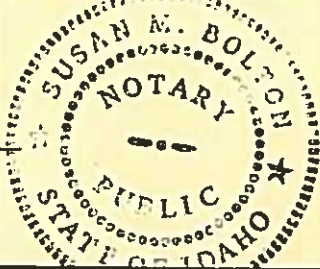
STATE OF IDAHO

COUNTY OF LINCOLN

On This 13th day of APRIL, in the year 1995, before me,
a Notary Public in and for said State, personally appeared:
Miriam R. Depew,
known 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.

WITNESS my hand and official seal.

Susan M. Bole
Notary Public of Idaho
Residing at Gooding, Idaho
Commission Expires: 10-16-95



STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at the request of
First American Title

APR 13 1995

at 28 minutes past 4:20 P.
recorded by Dora Sturgeon
Fee: 9.00 Return to: First American

First American Title Company of Idaho



EXHIBIT A

PARCEL I:

Township 6 South, Range 18 East of the Boise Meridian, Lincoln County, Idaho

Section 17: A parcel of land located in the E1/2SE1/4, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17;
Thence North 0° 03' 02" West along the East boundary of Section 17 for a distance of 1323.68 feet to the Southeast corner of the S1/2S1/2NE1/4SE1/4 and being the TRUE POINT OF BEGINNING;
Thence South 89° 54' 19" West along the South boundary of the S1/2S1/2NE1/4SE1/4 for a distance of 990.08 feet;
Thence North 0° 02' 27" West for a distance of 330.57 feet to the North boundary of the S1/2S1/2NE1/4SE1/4;
Thence North 89° 53' 07" East along the North boundary of the S1/2S1/2NE1/4SE1/4 for a distance of 990.02 feet to the Northeast corner of the S1/2S1/2NE1/4SE1/4;
Thence South 0° 03' 02" East along the East boundary of Section 17 for a distance of 330.92 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an Easement for the existing County Road.

PARCEL II:

Township 6 South, Range 18 East of the Boise Meridian, Lincoln County, Idaho

Section 17: N1/2N1/2SE1/4SE1/4

EXCEPTING THEREFROM:

Township 6 South, Range 18 East of the Boise Meridian, Lincoln County, Idaho

Section 17: a Parcel of land located in the E1/2SE1/4, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17;
Thence North 0° 03' 02" West along the East boundary of Section 17 for a distance of 992.76 feet to the Southeast corner of the N1/2N1/2SE1/4SE1/4;
Thence South 89° 55' 31" West along the South boundary of the N1/2N1/2SE1/4SE1/4 for a distance of 473.53 feet to the TRUE POINT OF BEGINNING;

EXHIBIT A CONTINUED



Thence South $89^{\circ} 55' 31''$ West along the South boundary of the $N1/2N1/2SE1/4SE1/4$ for a distance of 844.42 feet to the Southwest corner of the $N1/2N1/2SE1/4SE1/4$;
Thence North $0^{\circ} 02' 27''$ West along the West boundary of the $N1/2N1/2SE1/4SE1/4$ for a distance of 330.46 feet to the Northwest corner of the $N1/2N1/2SE1/4SE1/4$;
Thence North $89^{\circ} 54' 19''$ East along the North boundary of the $N1/2N1/2SE1/4SE1/4$ for a distance of 327.81 feet;
Thence South $38^{\circ} 09' 30''$ East for a distance of 241.26 feet;
Thence South $69^{\circ} 08' 01''$ East for a distance of 393.60 feet to the TRUE POINT OF BEGINNING.

Township 6 South, Range 18 East, Section 17, Lincoln County Idaho

H. & A. Land & Cattle Co.

Dennis M. Race

Leslie
Lynch
21.2 AC.

TAX 24
16.8 AC

DEAN KOONCE

H. & A.
HAYS

7.52 AC
TAX 3

H & A LAND & CATTLE

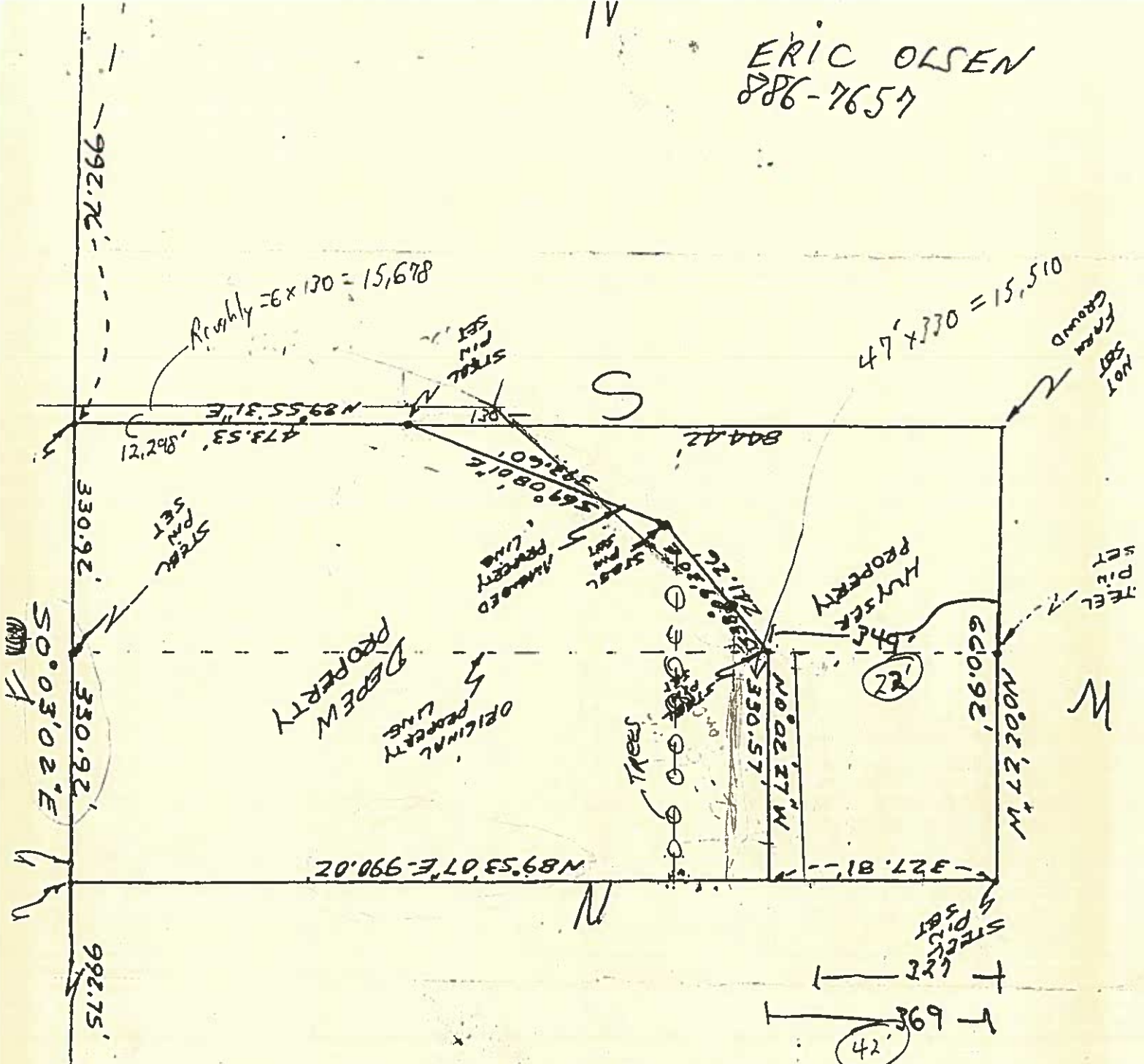
H. & A.
HAYS

MIRIAM R
DEWEY

TAX 2 38.9 AC

16

ERIC OLSEN
886-7657



Will irrigate for us

- Cost to Survey
- Cost to Record
- Legal fees
- Bank/Loan

- can't use 26' deep 110' fence

- Split all Legal fees
- Survey
- Heiser put up w fence
- We move S fence

April 23, 1999

Diana Delaney
IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301

RECEIVED

APR 26 1999

Department of Water Resources
Southern Region

Dear Diana,

I have enclosed the 'Notice of change of Water Right Ownership' for Eric and Carol Olsen at 261 Millard Road. We purchased the property from Miriam Depew on April 13, 1995. J. Frank Depew was deceased at that time.

I tried to be complete in the information that I am sending. If I did not include something that you need, please let me know.

Thank You.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Olsen".

Eric Olsen

AJ5856NP

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

DATE: OCT-24-1997
PAGE: A-89

RIGHT NUMBER: 37-10163

NAME & ADDRESS: J FRANK DEPEW
MIRIAM R DEPEW
261 MILLARD RD
DIETRICH ID 83324

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 12/31/1947

POINT OF DIVERSION: T06S R18E S17 NESESE Within LINCOLN County

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

PLACE OF USE: STOCKWATER Within LINCOLN County
T06S R18E S17 SESE

DOMESTIC Within LINCOLN County
T06S R18E S17 SESE

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. RP06S18E179000A
STOCKWATER 4 HORSES

D 7-29-98

Claim proofread by: 

Date: 

OCT 31 1997

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: A37-10163
Date Received: 6/20/1988
Receipt No: S000469
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. FRANK DEPEW 208-886-7780
Address: 261 MILLARD ROAD
DIETRICH, ID 83324

AND/OR
Name: MIRIAM R. DEPEW 208-886-7780
Address: 261 MILLARD ROAD
DIETRICH, ID 83324

2. Date of Priority: DEC 31, 1947

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	18E	17	NE	SE	SE		LINCOLN

5. Description of diverting works:
220' WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	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:
S/ 4 HORSES

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	18E	17	SE	SE	STOCK DOMEST	

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:
NA

14. Remarks:

15. Basis of Claim: BENEFICIAL USE
Water Right Number:

16. Signature(s)

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

Number of attachments: _____

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): Miriam R. Depew Date: 6-20-88

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 20th day
of June 19 88 Mary A. Baldwin
Notary Public

Seal

Residing at Gooding, Id
My Commission Expires 10-16-92

WATER RIGHT NUMBER - A37-10163

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

+ - - - - - LAST NAME - - - - - +

+ - FIRST NAME - - +

+ - - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
DEPEW

J. FRANK

1 - 261 MILLARD ROAD

2 -

3 -

CITY- DIETRICH

STATE- ID ZIP- 83324

PHONE - 208-886-7780

1 - 261 MILLARD ROAD

2 -

3 -

CITY- DIETRICH

STATE- ID ZIP- 83324

PHONE - 208-886-7780

DEPEW

MIRIAM R.

+ - - PRIORITY DATE - - +
12/31/1947+ - - - REGION - - - +
ERROR IN REGION+ - - - STAGE - - - +
J - BENEFICIAL USE

+ - - - STATUS - - - - +

+ - - - - - SOURCE - - - - - +
GROUNDWATER

+ - - - - - TRIBUTARY - - - - - +

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	POINT OF DIVERSION	STREAM INDEX (BLANK IF NO INDEX CODE)
-----	-----	-----	-------	-----	------	--------	--------------------	---------------------------------------

06S	18E	17	NE SE SE			(63) LINCOLN		
-----	-----	----	----------	--	--	--------------	--	--

CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
43 - DOMESTIC		01/01	12/31	0.040	
04 - STOCKWATER		01/01	12/31	0.040	

+ - TOTAL DIV. RATE - +	+ - TOTAL DIV. VOLUME - +	+ - TOTAL DIV. CAPACITY - +	+ - TOTAL CONSUMPTIVE USE - +	+ - KW USAGE - +
0.040			0.0	

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE CODE	DESCRIPTION	COUNTY
06S	18E	17	SESE			04	STOCKWATER	(63) LINCOLN
06S	18E	17	SE SE			43	DOMESTIC	(63) LINCOLN

+ - - DIVERSION MEANS - 220' WELL AND PUMP

+ - - NON-IRRIGATION USE - S/ 4 HORSES

+ - - OTHER RIGHTS FOR SAME USE - NA

+ - - - - - REMARKS - - - - - +
NO REMARKS FOUND.+ - - - - - OLD WATER RIGHT NUMBERS - - - - - +
NO OLD WATER RIGHT NUMBERS FOUND.MICROFILMED
JUL 25 1994

WATER RIGHT NUMBER - A37-10163

PREFIX TRANSLATION: ADJUDICATION CLAIM

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

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

+ - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 06/20/89 CLELLAND 09/26/89 REFUNDML

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

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

COURT REPORT FILING - 00/00/0000
OBJECTION FILED DATE - 00/00/0000
RESPONSE FILED DATE - 00/00/0000
CLAIM RECEIVED DATE - 06/20/1988
PROOF DUE DATE - 00/00/0000
LICENSED DATE - 00/00/0000
CLAIMS TAPE ERROR FLG -
FEE EXEMPT FLAG -

FIELD INSPECTION MADE - 00/00/0000
FIELD INSPECTION FLAG -
VERIFIED DATE - 00/00/0000
LAST AMENDED DATE - 00/00/0000
PROOF MADE DATE - 00/00/0000
RECEIPT NUMBER - S000469
POU OWNERSHIP FLAG - Y
NAME CONNECTOR - AND/OR

CIVIL CASE NUMBER - 39576
OLD CASE NUMBER -
OLD JUDICIAL DISTRICT -
TEMPORARY RIGHT - P
WATER DISTRICT -
FEDERAL/STATE INDICATOR - S
PRESUMPTION FLAG -
NOTICE OF ERROR FLAG -

RP06518E179000A

DATA ENTRY
ENTERED 11-3-93 NS
CHECKED 2/16/94 DD

"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
FEB 1 1 1992

CERTIFIED
MAR 2 2 1992
WATER EXAMINER