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JAN 27 2022

WATER RESOURCES
WESTERN REGION

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Attorneys for Marion Ogle

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

**IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 84698 IN THE
NAME OF MARION OGLE**

SECOND DECLARATION OF
AMY M. J. KNIGHT

Amy M. J. Knight declares and states as follows:

- (1) I am Amy M. J. Knight, counsel of record in this proceeding for Marion Ogle.
- (2) Attached hereto as Exhibit A is a true and correct copy of a Lot Book Guarantee dated January 26, 2022, as provided to me upon my request by AmeriTitle, LLC as issuing agent for Commonwealth Land Title Insurance Company, which confirms that the real property described therein was last granted to Debra Jean Dibble in 2006, and that there are no mortgages or deeds of trust which purport to affect the subject real property.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 27, 2022



Amy M. J. Knight

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of January, 2022, I caused to be served the foregoing SECOND SECOND DECLARATION OF AMY M. J. KNIGHT with exhibit by the pre-paid method (s) indicated below, and addressed to each of the following:

Nick Miller
Manager, Western Region
IDAHO DEPARTMENT OF WATER RESOURCES
2735 Airport Way
Boise, Idaho 83705
Email: nick.miller@idwr.idaho.gov

- ☒ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Overnight Mail
- ☐ E-mail
- ☒ Facsimile 208-334-2348
- ☐ iCourt

Michael P. Lawrence
Charlie S. Baser
GIVENS PURSLEY LLP
601 W. Bannock St.
P.O. Box 2720
Boise, Idaho 83701-2720
Email: mpl@givenspursley.com
csb@givenspursley.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Overnight Mail
- ☒ E-mail
- ☐ Facsimile 208-388-1300
- ☐ iCourt


Amy M. J. Knight

Policy No.: 81030-44073633

GUARANTEE
Issued by
Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY

a Florida corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned by an authorized officer or agent of the Company.

AmeriTitle, LLC

Jonathan Edwards

Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By:

ATTEST:

President

Secretary

EXHIBIT A

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to

final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies

81030
Form 1025-Z

against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Consumer Affairs Department, PO Box 45023, Jacksonville, Florida 32232-5023.

LOT BOOK GUARANTEE

SCHEDULE A

Order No.: 522573AM
Guarantee No.: 81030-44073633
Your Reference:
Dated: January 26, 2022 at 7:30 A.M.
Liability: \$200.00
Fee: \$75.00
Name of Assured: Hawley, Troxell, Ennis & Hawley, LLP
Subject Property Address: 2948 Mill Road, Cambridge, ID 83610

The Assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

See attached Exhibit 'A'

A. The last recorded instrument purporting to transfer title to said real property is:

Quit Claim Deed
Dated: January 25, 2006
Grantor: Debra Jean Dibble, an unmarried person
Grantee: Debra Jean Dibble, an unmarried woman
Recorded: January 26, 2006
Instrument No.: 200024

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under exceptions.

SEE SCHEDULE B

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an Exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address

END OF SCHEDULE A

LOT BOOK GUARANTEE

Order No: 522573AM
Policy No: 81030-44073633

SCHEDULE B

EXCEPTIONS:

1. General Taxes for the year 2021 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: 14N03W010800
In the original amount of: 25.96
2. General Taxes for the year 2021 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: 15N03W367000
In the original amount of: 697.78
3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

END OF SCHEDULE B

Countersigned:

Jonathan Edwards

Authorized Signature

EXHIBIT 'A'

File No. 522573AM

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 and the SE1/4SW1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M. (southeast corner of the SE1/4SW1/4 of Section 36, T.15N., R.3W., B.M.);

Thence S 0°01'34"E, a distance of 1430 feet, more or less, along the west line of said Government Lot 2 and the west line of the SW1/4NE1/4 of said Section 1 to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.);

Thence easterly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet east of the west line of said SW1/4NE1/4;

Thence N 0°01'34"W, a distance of 1445 feet, more or less, along a line 60.00 feet east of and parallel to the west line of said SW1/4NE1/4 and the west line of said Government Lot 2 to a point on the north line of said Government Lot 2 (south line of the SW1/4SE1/4 of said Section 36);

Thence S 89°32'59"E, a distance of 19.14 feet along the south line of said SW1/4SE1/4;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of 16°33'30", and a long chord of 120.96 feet bearing N 23°44'52"W to a point on tangent;

Thence N 15°28'07"W, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence N 89°34'27"W, a distance of 100.71 feet along the north line of said SW1/4SE1/4 to the northwest corner of said SW1/4SE1/4 (northeast corner of said SE1/4SW1/4 of said Section 36);

Thence N 89°34'27"W, a distance of 1324.19 feet along the north line of said SE1/4SW1/4 to the northwest corner of said SE1/4SW1/4;

Thence S 0°06'20"W, a distance of 1315.99 feet along the west line of said SE1/4SW1/4 to the southwest corner of said SE1/4SW1/4;

Thence S 89°32'59"E, a distance of 1325.18 feet along the south line of said SE1/4SW1/4 to the point of beginning.

SUBJECT TO the right-of-way of a County Road known as Mill Road along the south side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, the east line of said easement being the east line of the above described parcel of land, with said easement running from said Mill Road, thence northerly through said SW1/4NE1/4 and said Government Lot 2 of said Section 1, and through said SW1/4SE1/4 of said Section 36 to the north line of said SW1/4SE1/4.

PIN: **RP14N03W010800** TAG: **TAG 007-0000** Current owner: **DIBBLE DEBRA JEAN**
 AIN: TIF: Ownership type: **Fee Simple Ownership**
 Status: **Active** County: **44-Washington** Situs address:
 Geocode: Case: Description: **A PORTION OF THE W1/2W1/2{...}**
 Rev acct: **0000015022** Pmt pln: Class: **103 Non Irrigated Crop Land**
 Tax sale: ACH pln: Roll type: **Real Property**

2021-109455-A 1/26/2022
 Tax Info Print Bill Detail

Owner of record:
 DIBBLE DEBRA JEAN
 2948 MILL RD
 CAMBRIDGE ID 83610

Bill type: Original Actual
 Bill dates: November 01, 2021
 Amount: \$13.24
 Paid date: Tuesday, December 21, 2021
 Receipt: U21.5609
 Sequence no: 1
 Paid by: DIBBLE DEBRA JEAN
 Decal no:
 Description: A PORTION OF THE W1/2W1/2NE1/4; S1T14R3 2.22 AC

Bill 2021-109455-A	Inst 2-June 21	\$12.98
Total Current		\$12.98
Delinquent		\$0.00
Adv/Surplus		\$0.00
Discount		\$0.00
Total Due		\$12.98

Values/Exemptions		
Land Assessed		777 USD
Total Acres		2.2200 Acres
Total Value		777 USD
Net Tax Value		777 USD
995 WATER 67		20.00 Units

Detail			
Large Summary		Total Credits/Savings	
Gross Tax	Credits	Net Tax	Tax Savings
25.96	0.00	25.96	0.00
		0.00	

PIN: **RP15N03W367000** TAG: **TAG 022-0000** Current owner: **DIBBLE DEBRA JEAN**
 AIN: TIF: Ownership type: **Fee Simple Ownership**
 Status: **Active** County: **44-Washington** Situs address: **2948 MILL RD**
 Geocode: Case: Description: **SESW & A PORTION OF THE SW 1/4**
 Rev acct: **6032** Pmt pln: Class: **110 Agri homeseite land**
 Tax sale: ACH pln: Roll type: **Real Property**

2021-109467-A 1/26/2022
 Tax Info Bill Detail

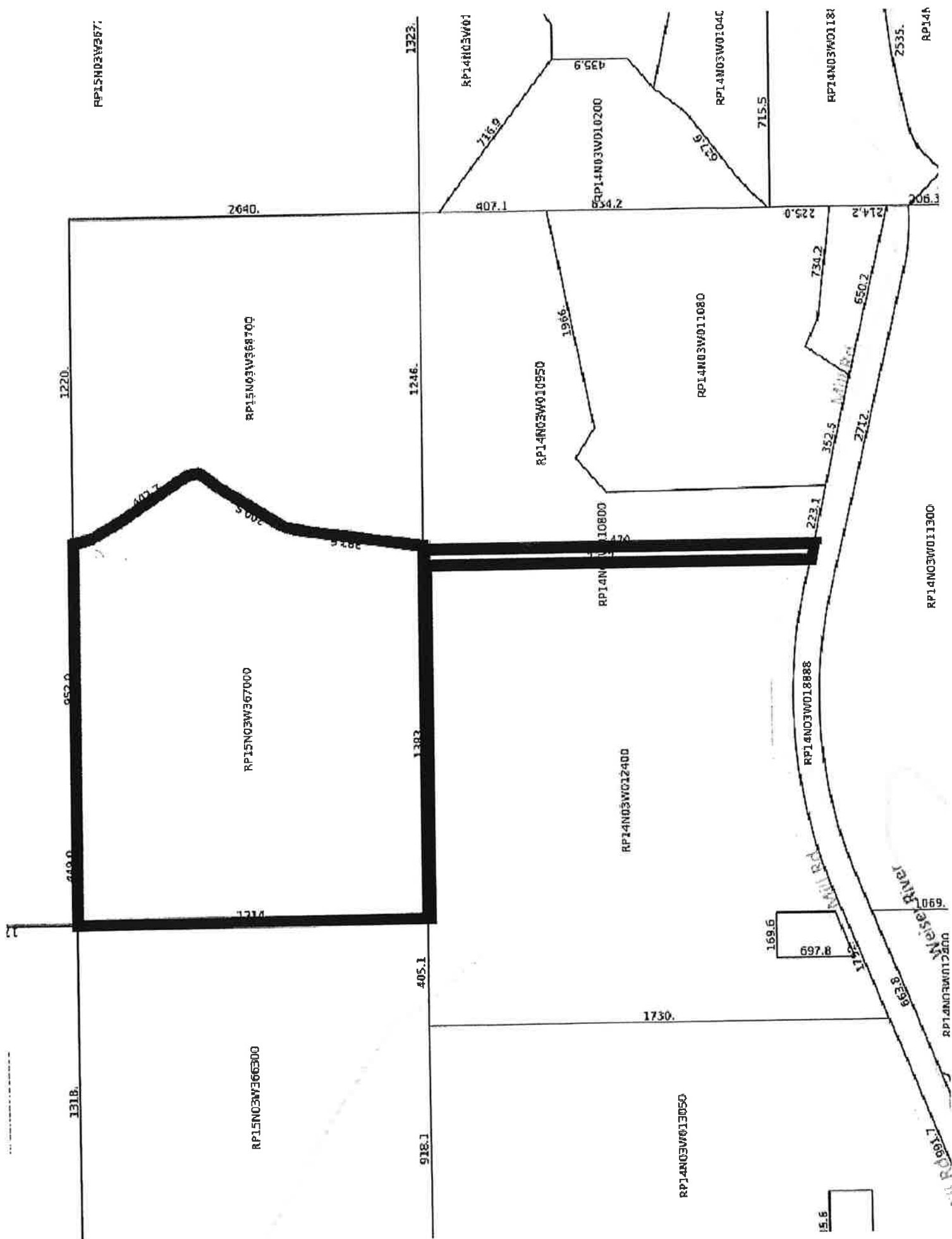
Bill type: Original Actual
 Bill dates: November 01, 2021
 Amount: \$355.87
 Paid date: Tuesday, December 21, 2021
 Receipt: U21.5609
 Sequence no: 2
 Owner of record:
 DIBBLE DEBRA JEAN
 2948 MILL RD
 CAMBRIDGE ID 83610

Paid by: DIBBLE DEBRA JEAN
 Decal no:
 Description: **SESW & A PORTION OF THE SWSE S36T15R3 45.93 ACRES**

Large Summary			
Gross Tax	Credits	Net Tax	Tax Savings
697.78	0.00	697.78	372.78
Total Credits/Savings			372.78

Values/Exemptions	
Land Assessed	56,743 USD
Imp Assessed	77,788 USD
Total Acres	45.9300 Acres
Total Value	134,531 USD
Total Exemptions	54,744 USD
Net Tax Value	79,787 USD

Bill 2021-109467-A	
Inst 2-June 21	\$348.89
Total Current	\$348.89
Delinquent	\$0.00
Adv/Surplus	\$0.00
Discount	\$0.00
Total Due	\$348.89



DEBRA DIBBLE & LLOYD DIBBLE

SECTION 1. T 14N. R 3W.. B.M. &
SECTION 36. T 15N. R 3W. B.V.

WASHINGTON COUNTY, IDAHO

CERTIFICATE OF ENGINEER/SURVEYOR

I, JOLAND MALLIN, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY RECAPSITATED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN DECEMBER OF 2003.



FIGURE 3

- [illegible]

REFERENCE SUPPLY

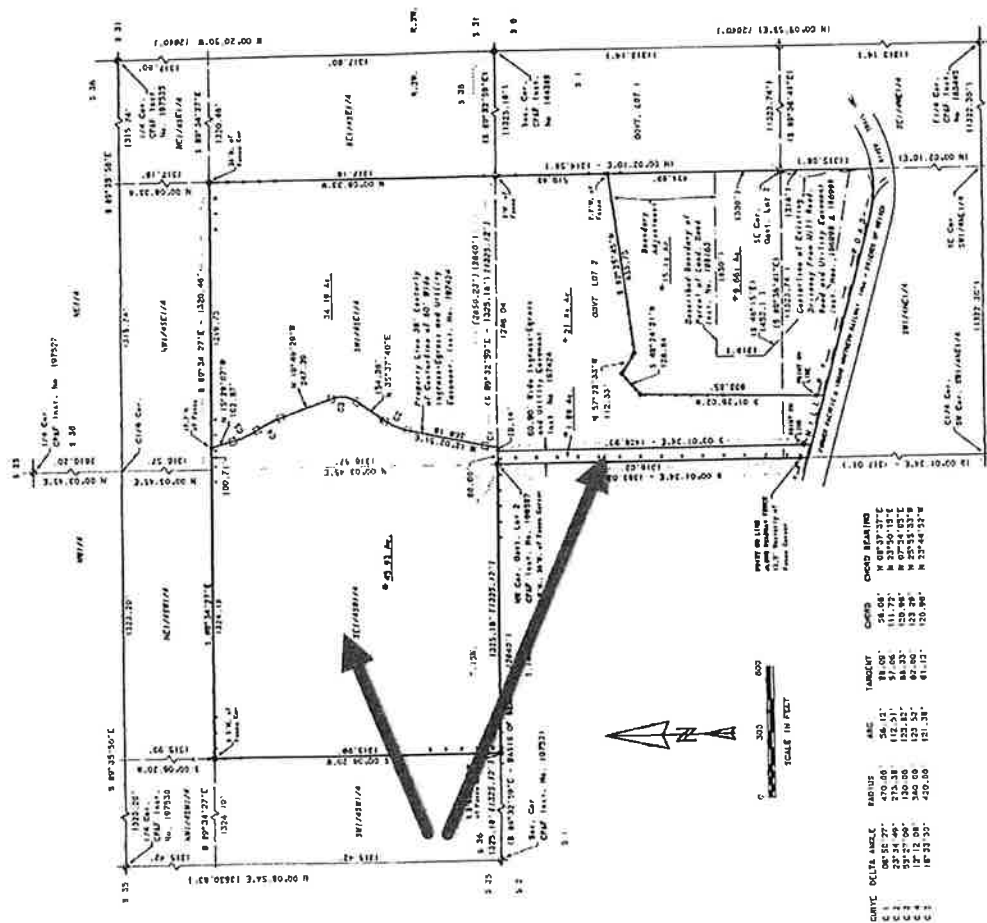
- [illegible]

Figure 1

[illegible]

200299

Page 880



QUIT-CLAIM DEED

For Value Received, DEBRA JEAN DIBBLE, an unmarried person, the Grantor, does hereby remise, release and forever quit-claim unto DEBRA JEAN DIBBLE, an unmarried person, the Grantee, whose address is 2948 Mill Road, Cambridge, ID 83610, all the following described real estate situated in the County of Washington, State of Idaho, to-wit:

See Attached Legal Description

This deed is being executed to effect the division of real estate between grantor herein and her brother, Lloyd Dibble, according to survey by S. Roland Mullinix.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever.

Dated this 25 day of January, 2006.

Debra Jean Dibble
Debra Jean Dibble

STATE OF IDAHO)
 : ss
County of Washington)

On this 25th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Debra Jean Dibble, known to me to be the person who signed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Instrument # 200024

WEISER, WASHINGTON, IDAHO

2006-01-26 11:47:00 No. of Pages: 2

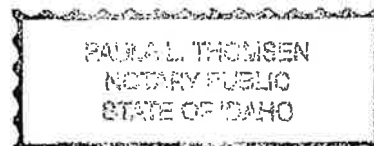
Recorded for : WASHINGTON COUNTY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Paula L. Thomsen
Notary Public for Idaho
Residing at: Weiser, Idaho
Commission Expires: 3-11-2009



To DEBRA DIBBLE

A parcel of land situated within Government Lot 2 and the SW1/4NE1/4 of Section 1, Township 14 North, Range 3 West, Boise Meridian, and the SW1/4SE1/4 and the SE1/4SW1/4 of Section 36, Township 15 North, Range 3 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M. (southeast corner of the SE1/4SW1/4 of Section 36, T.15N., R.3W., B.M.);

Thence S 0°01'34"E, a distance of 1430 feet, more or less, along the west line of said Government Lot 2 and the west line of the SW1/4NE1/4 of said Section 1 to a point on the former northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.);

Thence easterly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to a point on a line 60.00 feet east of the west line of said SW1/4NE1/4;

Thence N 0°01'34"W, a distance of 1445 feet, more or less, along a line 60.00 feet east of and parallel to the west line of said SW1/4NE1/4 and the west line of said Government Lot 2 to a point on the north line of said Government Lot 2 (south line of the SW1/4SE1/4 of said Section 36);

Thence S 89°32'59"E, a distance of 19.14 feet along the south line of said SW1/4SE1/4;

Thence a distance of 56.12 feet along the arc of a 470.00 foot radius curve to the right, with a central angle of 6°50'27", and a long chord of 56.08 feet bearing N 8°37'37"E to a point on tangent;

Thence N 12°02'51"E, a distance of 368.18 feet to a point of curvature;

Thence a distance of 112.51 feet along the arc of a 273.38 foot radius curve to the right, with a central angle of 23°34'49", and a long chord of 111.72 feet bearing N 23°50'15"E to a point on tangent;

Thence N 35°37'40"E, a distance of 154.36 feet to a point of curvature;

Thence a distance of 125.82 feet along the arc of a 130.00 foot radius curve to the left, with a central angle of 55°27'09", and a long chord of 120.96 feet bearing N 7°54'05"E to a point on tangent;

Thence N 19°49'29"W, a distance of 247.39 feet to a point of curvature;

Thence a distance of 123.52 feet along the arc of a 580.00 foot radius curve to the left, with a central angle of 12°12'08", and a long chord of 123.29 feet bearing N 25°55'33"W to a point of reverse curvature;

Thence a distance of 121.38 feet along the arc of a 420.00 foot radius curve to the right, with a central angle of $16^{\circ}33'30''$, and a long chord of 120.96 feet bearing $N 23^{\circ}44'52''W$ to a point on tangent;

Thence $N 15^{\circ}28'07''W$, a distance of 102.87 feet to a point on the north line of said SW1/4SE1/4;

Thence $N 89^{\circ}34'27''W$, a distance of 100.71 feet along the north line of said SW1/4SE1/4 to the northwest corner of said SW1/4SE1/4 (northeast corner of said SE1/4SW1/4 of said Section 36);

Thence $N 89^{\circ}34'27''W$, a distance of 1324.19 feet along the north line of said SE1/4SW1/4 to the northwest corner of said SE1/4SW1/4;

Thence $S 0^{\circ}06'20''W$, a distance of 1315.99 feet along the west line of said SE1/4SW1/4 to the southwest corner of said SE1/4SW1/4;

Thence $S 89^{\circ}32'59''E$, a distance of 1325.18 feet along the south line of said SE1/4SW1/4 to the point of beginning.

SUBJECT TO the right-of-way of a County Road known as Mill Road along the south side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, the east line of said easement being the east line of the above described parcel of land, with said easement running from said Mill Road, thence northerly through said SW1/4NE1/4 and said Government Lot 2 of said Section 1, and through said SW1/4SE1/4 of said Section 36 to the north line of said SW1/4SE1/4.