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WATER RESOURCES  
WESTERN REGION

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

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

**SALUBRIA'S MOTION TO DISMISS  
APPLICATION**

Protestant Salubria Holdings LLC ("Salubria" or "Protestant") hereby moves the Hearing Officer pursuant to Department Rule of Procedure 565, IDAPA 37.01.01.565, for an order dismissing Application for Transfer No. 84698 because Applicant Marion Ogle ("Ogle" or "Applicant") has not demonstrated authority to move the subject water rights from their existing places of use.<sup>1</sup>

**STATEMENT OF FACTS**

Applicant seeks to change the places of use for irrigation water right nos. 67-250 and 67-301 to Applicant's lands in the SE1/4 of Section 35, T15N, R3W. The subject water rights were originally decreed in the 1921 *Muir Decree*, and then again by the Snake River Basin Adjudication ("SRBA") Court in 2008. Copies of the pertinent pages from the *Muir Decree* are attached hereto as Exhibit A, and the SRBA partial decrees are attached hereto as Exhibit B.

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<sup>1</sup> In the alternative, this Motion could be treated as a motion for summary judgment pursuant to Idaho Rule of Civil Procedure 56.

Copies of maps for each water right generated from the Department's website are attached hereto as Exhibit C.

As shown in the SRBA partial decrees, the water rights' relevant elements include the following:

| <b>Water Right No.</b> | <b>Priority Date</b> | <b>Diversion Rate (cfs)</b> | <b>Place of Use</b>                                                                            |
|------------------------|----------------------|-----------------------------|------------------------------------------------------------------------------------------------|
| 67-250                 | 12/29/1908           | 0.40                        | 20.8 acres in NWNE (Lot 2) and SWNE of Section 1, T14N, R3W; and SWSE of Section 36, T15N, R3W |
| 67-301                 | 10/29/1908           | 0.46                        | 29.3 acres in SESW and SWSE of Section 36, T15N, R3W                                           |

According to documents in the Department's files, in 2006 the Applicant's predecessor-in-interest (Debra Dibble) conveyed the place of use for water right no. 67-301 to her brother with "appurtenances." A copy of the 2006 deed is attached hereto as Exhibit D, together with a map depicting the deeded property.

According to the Washington County Assessor's office, the place of use for water right no. 67-301 is owned by Applicant's predecessor-in-interest (Debra Dibble), and the place of use for water right no. 67-250 is owned by Lori Farrens, Matthew Summers, Logan Hobdey, and Perry Goodman on their respective parcels. A map of those properties is attached as Exhibit E together with copies of the Assessor's records relating to those properties.

The properties owned by Perry Goodman and Matthew Summers are encumbered by deeds of trust, copies of which are attached hereto as Exhibit F. Salubria has no knowledge as to whether the properties owned by Dibble, Farrens, or Hobdey are encumbered by deeds of trust, liens, mortgages, or contracts.

According to the Notice of Change in Water Right Ownership filed with the Department by the Applicant, Debra Dibble purported to sell the Applicant water right nos. 67-250 and 67-

301 in July 2020. A copy of Applicant's Notice of Change in Water Right Ownership is attached hereto as Exhibit G.

The Applicant's Application for Transfer No. 84698 dated February 8, 2021 (amended March 11, 2021) ("*Transfer Application*") does not contain any information responding to the Application Part 1, Items 5.c (concerning the existence of liens, deeds of trust, mortgages or contracts affecting the lands from which the water rights are proposed to be transferred) and 5.e (concerning the effect on irrigated land if the proposed place of use transfer is approved). A copy of the relevant pages from Applicant's transfer application are attached hereto as Exhibit H.

#### ARGUMENT

##### **I. APPLICANT HAS NOT SHOWN THEY HAVE AUTHORITY OR CONSENT TO TRANSFER WATER RIGHT NOS. 67-250 OR 67-301 TO NEW PLACES OF USE.**

The Department's guidance on water right transfers requires the Department to "assure that the applicant owns the right or otherwise has the authority to apply for the transfer." *Administrator's Memorandum, Transfer Processing Policies & Procedures (Transfer Processing No. 24) ("Transfer Memo")*, p. 1 (Dec. 21, 2009). Because the proposed transfer would remove water from appurtenant lands, the appurtenant landowners' consent must be obtained.

The decreed water rights subject to the *Transfer Application* are appurtenant to the lands where their respective places of use are located. "[A] decreed water right constitutes real property; such right is appurtenant to . . . [the] lands to which the water represented thereby has been beneficially applied." *Mullinix v. Killgore's Salmon River Fruit Co.*, 158 Idaho 269, 277, 346 P.3d 286, 294 (2015) (quoting *Anderson v. Cummings*, 81 Idaho 327, 335, 340 P.2d 1111, 1115 (1959)). "In sum, a water right is appurtenant to the land and transfers with the conveyance of the land." *Id.*

Applicant does not own the lands to which water right no. 67-250 or 67-301 are appurtenant. Water right no. 67-250 is appurtenant to lands owned by Lori Farrens, Matthew Summers, Logan Hobdey, and Perry Goodman. *See Exhibit E.* There is no evidence in the *Transfer Application* or otherwise in the record demonstrating that these parties have consented to having the Applicant remove the water right from their properties. “The applicant bears the burden of providing sufficient information.” *Transfer Memo*, p. 18. The Applicant has not met this burden with respect to obtaining the appurtenant landowners’ consent to change the place of use for water right no. 67-250.

Moreover, the Applicant has not shown that the holders of deeds of trust to the Goodman and Summers properties have consented to removal of water right no. 67-250 from their lands.<sup>2</sup> Both deeds of trust encumber the lands “TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now ore hereafter a part of the property.” *See Exhibit F* (page 2 of Goodman Deed of Trust; pages 2-3 of Summers Deed of Trust) (emphasis added). The *Transfer Memo* states:

If the transfer proposes a change that might impact the value of the land such as moving the place of use or diversion facility to other land or changing the nature of use and the land from which the water right is proposed to be transferred is subject to liens, mortgages, or other contract restrictions affecting the right to transfer the water, a notarized statement or a statement on official letterhead signed by an authorized representative of a mortgage company or similar entity is required from the holder of each such lien, mortgage, or contract.

*Transfer Memo*, p. 21, ¶ 5a(8) (emphasis added). This information was required under Item 5.c, Part 1, of the *Transfer Application*, but the Applicant provided none. *See Exhibit H.* The

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<sup>2</sup> As noted above, Salubria is unaware as to whether other lands to which water right nos. 67-250 or 67-301 are encumbered by liens, deeds of trust, mortgages, or contracts.

Applicant has not provided any notarized or official statements from holders of the deeds of trust, and therefore has failed to meet its burden.

As for water right no. 67-301, Applicant's predecessor-in-interest (Debra Dibble) owns the land to which it is appurtenant. While there is evidence to support a conclusion that Ms. Dibble conveyed title to the water right to the Applicant, there is no evidence in the record that Ms. Dibble consented to have the water right removed from her property. And, while there may be no liens on the Dibble property, the Applicant's failure to address the Goodman and Summers deeds of trust under Item 5.c, Part 1, of the *Transfer Application* calls into question whether any encumber the Dibble property. The Applicant has not met this burden with respect to obtaining the appurtenant consents to change the place of use for water right no. 67-301.

**II. THE APPLICATION IS INCOMPLETE FOR FAILURE TO PROVIDE INFORMATION RESPONDING TO THE *TRANSFER APPLICATION*'S PART 1, ITEMS 5.C AND 5.E.**

As already mentioned, the Applicant did not provide any information responding to Item 5.c, Part 1, of the *Transfer Application*, which asks whether "the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?" See Exhibit H. The Applicant also did not provide any information responding to Item 5.e, Part 1, of the *Transfer Application*, which asks the Applicant to "[d]escribe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer." This information is necessary for the Department to evaluate whether the Applicant has authority to change the places of use for water right nos. 67-250 and 67-301. The Applicant failed to meet its burden to provide this information.

**III. THE APPLICANT DOES NOT HOLD CLEAR TITLE TO WATER RIGHT NO. 67-250.**

"The department can presume, absent information to the contrary, that the applicant is the owner of the right(s) if the department's ownership records maintained pursuant to Sections 42-

248 or 42-1409(6), Idaho Code, list the applicant as the current owner.” *Transfer Memo* at 19, ¶5a(1). However, “[t]he department may need to seek documentation regarding ownership if there is reason to believe that the department’s ownership records may be inaccurate.” *Id.*

A 2006 deed from Applicant’s predecessor-in-interest, Debra Dibble, conveyed the lands encompassing water right no. 67-250’s place of use with “appurtenances.” “When interpreting a conveyance of property, [u]nless [appurtenant water rights] are expressly reserved in the deed or it is clearly shown that the parties intended that the grantor would reserve them, appurtenant water rights pass with the land even though they are not mentioned in the deed and the deed does not mention ‘appurtenances.’” *Joyce Livestock Co. v. United States*, 144 Idaho 1, 14, 156 P.3d 502, 515 (2007) (internal quotation marks omitted). Because the 2006 deed did not contain any language expressly or impliedly reserving the water rights to Dibble—and indeed it conveyed the land with “appurtenances”—Dibble conveyed whatever water rights were appurtenant to the lands at the time of the 2006 conveyance. This included appurtenant water right no. 67-250, which originally was decreed in 1921.

Presumably, Dibble’s (and subsequently Ogle’s) claim of ownership to right no. 67-250 is based on the 2008 SRBA partial decree that listed Debra Dibble as the owner. However, a decreed water right “is appurtenant to . . . [the] lands to which the water represented thereby has been beneficially applied . . . and transfers with the conveyance of the land.” *Mullinix*, 158 Idaho at 277, 346 P.3d at 286. Water right no. 67-250 was decreed in the 1921 *Muir Decree*, and therefore was appurtenant to the land upon which it was beneficially used. Those appurtenant lands were confirmed by the SRBA Court in 2008. The 2006 deed from Dibble to her brother demonstrates that Dibble did not own the land to which the water right is appurtenant when the decree issued in 2008. The fact that the partial decree listed Dibble as the record owner of the

right does not change the fact that the right was decreed as appurtenant to lands owned by others. The right remains appurtenant to the lands described as the decreed place of use, which are now owned by parties other than the Applicant. The Applicant has not demonstrated otherwise and, as already discussed, has not demonstrated that the appurtenant landowners have consented to the *Transfer Application*.

The Idaho Supreme Court has recognized that the party whose name is on the partial decree may not hold title to the use of the water. In *United States v. Pioneer Irr. Dist.*, 144 Idaho 106, 115, 157 P.3d 600, 609 (2007), the Court held that a remark be placed on water rights for federally-owned reservoirs, stating:

The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address sections of this partial decree. However, as a matter of Idaho constitutional and statutory law title to the use of the water is held by the consumers or users of the water. . . . The interest of the consumers or users of the water is appurtenant to the lands . . . .”

*United States v. Pioneer Irr. Dist.*, 144 Idaho 106, 115, 157 P.3d 600, 609 (2007). Similarly here, Dibble (and now the Applicant) at most have claims of bare legal title to water right no. 67-250, while the appurtenant landowners hold “title to the use of the water.”

### CONCLUSION

The Applicant has not met its burden to show that they have authority to remove water right nos. 67-250 and 67-301 from their appurtenant lands as proposed by the *Transfer Application*. Accordingly, Salubria respectfully requests that the *Transfer Application* be dismissed/denied.

Respectfully submitted this 11th day of January, 2022.

GIVENS PURSLEY LLP



By \_\_\_\_\_  
Charlie S. Baser



By \_\_\_\_\_  
Michael P. Lawrence

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 11th day of January, 2022, the foregoing was filed and served as follows:

**DOCUMENT FILED:**

IDAHO DEPARTMENT OF WATER  
RESOURCES  
Water Management Division  
322 E Front St  
PO Box 83720  
Boise, ID 83720-0098

|                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | U. S. Mail     |
| <input checked="" type="checkbox"/> | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input type="checkbox"/>            | E-mail         |

**SERVICE COPIES TO:**

Marion Ogle  
c/o Dana Hofstetter  
Hawley Troxell Ennis & Hawley  
877 Main St., Ste. 1000  
PO Box 1617  
Boise, ID 83701-1617  
Email: DHofstetter@hawleytroxell.com

|                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |



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Charlie S. Baser

EXHIBIT A

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR  
THE COUNTY OF WASHINGTON.  
(6-20-21)  
D E C R E E.

John T. Muir and Wm H Muir, Partners doing business under firm name of Muir Brothers.  
Plaintiffs.

vs.

William Allison, Joseph Allison, Alex Allison, Ruhama Allison, Joseph Allison, William Allison and Alex Allison, as executors of the last will and testament of W H Allison, deceased, Albert Adams, J M Atwell, Harry Abernathy, C A Amason, Asa Adams, Reilly Atkinson, H W Anderson, Jeff Anderson, Fred Anderson, Preston Anderson, D W Bradshaw, L T Braden, S E Burns, C G Hurt, Herton Adanson, F L Adanson, J A Adanson, Jake Adar, Eva Barber, Stella Beigh, Mrs E F Barker, William Deeson, Deeson, whose first name is unknown, A L Barclay, Fannie H Barker, Nelson Duhl, Enoch Bloomstrom, O J Myers, L L Durkenhaw, W F E Brown, G H Bliss, W P Briggs, Otto Brewer, James O Brunt, Brunt and Jenkins, whose first names are unknown, a partnership doing business under the firm name and style of Brunt & Jenkins, Charles Barber, E W Deier, Thomas Bock, Carrie Clayton, T B Biggerstaff, Mrs Lydia Prauer, Irvin Cox, Andy Combs, Fanny F Garrick, Jerome B Cox, W L Craddock, D H Clare, Wiley Cox, H H Coon, Frank Courtwright, James D Crull, D F Coultis, John Cornett, William Carson, Robert Cornett, Fred Cove, J A Carr, W H Camp, W T Pope, S P Glare, A Carlyle, Minta Dugger, J D Donart, Frank C Downs, J H Davis, C C Drake, A Davidson, J E Davis, C H Davis, J E Davis, Mrs S H Davis, J E Davis, C C Downs, Hilda Donnelly, Charles Edwards, David Edwards, R E Edwards, J H Elledge, James Evans, Thomas Evans, W A Ford, E M Fuller, C O Firdie, A I Frechafer, Albert Ferguson, J D Forsythe, Pearl E Fotherstone, Fisk, whose first name is unknown, M F Gifford, C P Gillespie, Emily Glenn, George Gould, Jowi Glenn, Thomas Glenn, Andy Gallant, Forrest Gamut, Geo Gilderay, C S Gilboe, Frank Galey, Wm Gladheart, Peter Gladheart, Charles H Gray, T C Galloway, Anona Hutchison, John Hutchison, Thomas Hutchison, Henry Jainseth, F W Higgins, W R Haines, Frank Kahn, Mary E Houston, Millie Houston, Ben Houston, Harvey Houston, E Kinkle, C W Holmes, C L Dain, Ellis Hartly, Wm Hanson, Walter Hopper, John Hopper, Victor Hopper, Nelson Hanson, J B Hamilton, B M Holt, Joseph Hunstock, Phoebe Harland, Joseph Hutchins, George Hall, Edwin Hill, Charles Hulett, Margaret Haller, Moses F Hopper, E W Hinshaw, Moses H Hopper, Roy Howland, George Henley, O S Herbert, H J Imler, John Ingram, W G Jenkins, W F James, C A Jefferson, Johnson, whose first name is unknown, F M Jewell, Jonas O Johnson, C E Kennedy, J L Krauffman, M E Krigbaum, John Kessler, Chas Kuntz, E D Keontz, J E Lawrence, C Dell Keyes, Aug Kampeter, Elsie Keithly, James Keithly, Chlee Keithly, James Lapiash, Kruck, whose first name is unknown, Harold Kinney, Archie E Kester, A L Kingsbury, J F Linden, D K Lindsay, Anacron Lindsay, O W Lewis, Sam Logan, Sarah Lane, Irvin Lichliter, Chris Larsen, J E Lewis, Carl Lewis, F W Lovander, H E Lorton, Hattie Macey, Henry Mosman, W D Morey, Jacob Mortiz, Albert Moritz, Toney Mortiz, R H Martin, Andrew Miller, C A McKenzie, May Moore, Arthur Moon, A R McDonald, Frank Muphey, Edgar Moser, Grant Moore, C E Messias, Mrs A B Robinson, Chester Martin, Isaac McAllister, A R McAllister, J A Morrow, Van Morris, W A Marquesa, Albert McDowell, McComan, whose first name is unknown, Ed P. Muir, Mrs R Morris, Noel Moore, H T Muir, Elizabeth Norton, John Norton, William

Martin and William M Woods, O H McDonald,  
Defendants.

It is ordered, adjudged and decreed that the waters of the Weiser River and all of its tributaries be and the same are hereby decreed to the plaintiffs hereinafter named, in the following amounts and from the dates and in the order of priority hereinafter stated each inch of water hereinafter stated being the equivalent of one fiftieth of a cubic second foot fall, and waters to be diverted from the said Weiser River and its tributaries by the plaintiffs and defendants and cross-complainants hereinafter named and through the ditches and from the various tributaries of the said Weiser River hereinafter named:

WATER ALLOTMENTS CONTAINING NAMES OF PARTIES, AMOUNTS ALLOTTED IN INCHES WITH DATES OF PRIORITY.

| Names.                                                                                                                 | Amounts in inches | Dates                  |
|------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------|
| Main Weiser River.                                                                                                     |                   |                        |
| Sunnyside Ditch.                                                                                                       |                   |                        |
| John T Muir and William H Muir                                                                                         | 112 1/2           | June 1, 1887 1000 25   |
| George F Smith, John L Smith and Minnie B Smith and                                                                    |                   | 67 1/2 00 00           |
| Chester A Smith                                                                                                        | 62 1/2            | June 1, 1887 67 00 00  |
| Sunnyside Ditch Company                                                                                                | 100               | May 1, 1899 67 00 00   |
|                                                                                                                        | 436               | May 1, 1900 67 00 00   |
| Kelly Anderson Ditch.                                                                                                  |                   |                        |
| Anna Galloway Dickerson, Frances H Galloway, Guy Galloway, Catherine Galloway, J W Galloway and Thomas O Galloway, Jr. | 70                | June 1, 1889 67 00 00  |
| J Newton and Bessie Wingfield                                                                                          | 15                | June 1, 1889 67 00 00  |
| Weiser Mill Ditch.                                                                                                     |                   |                        |
| Weiser City Water Ditch & Irrigating Company                                                                           | 450               | Sept. 1, 1880 67 00 00 |
| Weiser Irrigation Ditch.                                                                                               |                   |                        |
| Weiser Irrigation District                                                                                             | 100               | May 1, 1888 67 00 00   |
|                                                                                                                        | 1500              | Aug. 29, 1883 67 00 00 |
|                                                                                                                        | 250               | May 1, 1888 67 00 00   |
| Weiser Irrigation District (Con)                                                                                       | 250               | May 1, 1888 67 00 00   |
|                                                                                                                        | 300               | May 1, 1888 67 00 00   |
|                                                                                                                        | 200               | May 1, 1888 67 00 00   |
|                                                                                                                        | 200               | May 1, 1888 67 00 00   |
|                                                                                                                        | 150               | May 1, 1891 67 00 00   |
|                                                                                                                        | 200               | May 1, 1893 67 00 00   |
|                                                                                                                        | 150               | May 1, 1894 67 00 00   |
|                                                                                                                        | 150               | May 1, 1895 67 00 00   |
|                                                                                                                        | 150               | May 1, 1896 67 00 00   |
|                                                                                                                        | 150               | May 1, 1897 67 00 00   |
|                                                                                                                        | 250               | May 1, 1898 67 00 00   |
|                                                                                                                        | 2000              | May 1, 1899 67 00 00   |

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|                                    |       |                 |                    |
|------------------------------------|-------|-----------------|--------------------|
| Ray O Howland                      | 12    | May 1, 1901✓    | 67 0220            |
| G M Amidon                         | 21    | May 1, 1901✓    | 67 0221            |
|                                    | 11    | May 1, 1905✓    | 67 0222            |
| 151 Fred C Kruck Little Pine Creek | 2     | May 1, 1902✓    | 67 0223            |
| Pine Creek                         | 10    | May 1, 1904✓    | 67 0224            |
| Thomas Ray                         | 64    | May 1, 1903✓    | 67 0225            |
| S M Rittledge                      | 17    | May 1, 1902✓    | 67 0226            |
| James Orton                        | 04    | June 30, 1905✓  | 67 0227            |
| William Toers                      | 74    | May 1, 1906✓    | 67 0228            |
| Joel W Weimer                      | 41    | May 1, 1908✓    | 67 0229            |
| Henry Marsh and Orma Marsh         | 134   | May 1, 1909✓    | 67 0230            |
| Frank C Downs                      | 5     | June 1, 1916✓   | 67 0231            |
| Andrew Schweinfurter               | 2     | May 1, 1910✓    | 67 0232            |
| Arthur Neen                        | 5     | May 1, 1910✓    | 67 0233            |
| Augusta Kinney                     | 124   | May 1, 1912✓    | 67 0234            |
| Spring Creek.                      |       |                 |                    |
| Thomas Ray                         | 124   | Aug 11, 1906✓   | 67 0235            |
| Frank Courtright                   | 1     | Aug 11, 1906✓   | 67 0236            |
| G W Lattig sub for W Beeson        | 10    | Aug 11, 1906✓   | 67 0237            |
| James C Tuttle                     | 10    | Aug 11, 1906✓   | 67 0238            |
| Andrew Miller                      | 9     | Aug 11, 1906✓   | 67 0239            |
| G W Rowley                         | 5     | Aug 11, 1906✓   | 67 0240            |
| Rush Creek                         |       |                 |                    |
| Estate of Christian Larson         | 22    | May 1, 1876✓    | 67 0241 TRANS 1955 |
| James I and Earl Lewis             | 25    | May 1, 1878✓    | 67 0242 T 1955     |
| James L Lewis                      | 7 7/8 | May 1, 1878✓    | 67 0243 T 1955     |
|                                    | 234   | June 1, 1899✓   | 67 0244 T 1955     |
|                                    | 19    | June 1, 1900✓   | 67 0245 T 1955     |
| Rush Creek (Con)                   |       |                 |                    |
| R E Wilson                         | 8     | May 1, 1878✓    | 67 0246 T 1955     |
|                                    | 4     | Aug 23, 1883✓   | 67 0247 T 1955     |
|                                    | 22    | June 1, 1899✓   | 67 0248 T 1955     |
|                                    | 19    | June 1, 1900✓   | 67 0249 T 1955     |
|                                    | 20    | Oct 29, 1908✓   | 67 0250            |
| L Etta Wilson                      | 22    | May 1, 1883✓    | 67 0251            |
|                                    | 8     | May 1, 1907✓    | 67 0252            |
| James Parke                        | 4     | Aug 23, 1883✓   | 67 0253 T 1955     |
| Village of Cambridge               | 2 7/8 | Aug 23, 1883✓   | 67 0254            |
|                                    | 20    | April 30, 1896✓ | 67 0255            |
|                                    | 2-1/8 | May 1, 1895✓    | 67 0256            |
| Margaret Haller                    | 39    | May 1, 1883✓    | 67 0257 T 1955     |
| LeRoy T Braden                     | 24    | Aug 23, 1883✓   | 67 0258 T 1955     |
| Moses H Hepper                     | 8     | May 1, 1883✓    | 67 0259            |
|                                    | 1     | April 30, 1890✓ | 67 0260 T 1955     |
| George W Hall                      | 74    | May 1, 1883✓    | 67 0261 T 1955     |
|                                    | 124   | May 1, 1890✓    | 67 0262 T 1955     |

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George W. Hall (cont.)

Fred H Suiter and Grace Z Suiter

G E Schmitt

John Tinsley

Elizabeth Norton

John Norton

Louis Robson

G W Tuttle

George A Jefferson

Hattie Maesy

Rush Creek (Don)

J M Atwell

Edward Byers, sub for William Ope

Eva Barber

✓ Jerome B Cox

Hels C Nelson

R R Wilson and Edwin J Hill

" " " "

Hub B Poyner

✓ W H Gibson

✓ Minta Dugger

J Edward Wicks

Charles F Hulet

A H Nunnallee

A L Kingsbury

A Milton Hinshaw

James L Warren

John Carriek

Elihu W Hinshaw, sub for Devaney & Carter

Philbrick & Greenwood

Walter K Ford

William Thelon

E E Lorton

Marion C Potter

Daniel W Brndshw

Silas L Craddock

Edward E Lorton

Rush Creek (Don)

Charles R Edwards

E E Edwards admin of David G Edwards Metate

Joseph Hutchings (Beaver Creek)

11 1/2

6 1/2

12 1/2

4 3/8

13 5/8

2 3/8

4 3/4

2 3/8

2 3/8

3 1/8

12 3/8

19

9 1/2

12 1/2

7 1/2

16 T 676

19

12 1/2

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16

6

2 1/2

1 1/2

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31 1/2

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7 1/2

19

75

32

18 1/2

3 1/8

3 3/4

12 1/2

25

9 3/8

19

23

63

27

20

45

May 1, 1896 67 0263

May 1, 1901 67 0264

Aug. 23, 1883 67 0265 T #3106

Aug 23 1883 67 0266

Aug 23, 1883 67 0267 T 1765

Aug 23, 1883 67 0268 T 1765

Aug 23, 1883 67 0269 T 1765

Aug 23, 1883 67 0270 T 1765

Aug 23, 1883 67 0271 T 1765

May 1, 1884 67 0272 T # 1955

May 1, 1890 67 0273 T # 1955

May 1, 1887 67 0274

May 1, 1888 67 0275

May 1, 1889 67 0276

May 1, 1892 67 0277

May 1, 1890 67 0278

May 1, 1890 67 0279

April 30, 1890 67 0280

May 1, 1891 67 0281

Oct 29, 1908 67 0282

May 1, 1892 67 0283

May 1, 1894 67 0284

May 1, 1894 67 0285

May 1, 1894 67 0286

May 1, 1895 67 0287

May 1, 1895 67 0288

May 1, 1895 67 0289

May 1, 1895 67 0290

May 1, 1896 67 0291

May 1, 1897 67 0292

May 1, 1899 67 0293

May 1, 1899 67 0294

June 1, 1900 67 0295

May 1, 1902 67 0296

May 23, 1903 67 0297

May 1, 1904 67 0298

May 1, 1904 67 0299

Oct 29, 1908 67 0300

Oct 29, 1908 67 0301

Oct 29, 1908 67 0302

March 20, 1911 67 0303 T 222

March 20, 1911 67 0304

June 1, 1883 67 0305

JUL 2 4 1895

thus diverting the water are not applying the same to a beneficial use or are permitting the same to waste.

It is further ordered, adjudged and decreed, that all costs allotted in this case shall be a lien upon the allotments likewise acquired under this decree, and shall be paid by the said parties to whom said allotments were made and named herein within sixty days of the date of this decree; that if the said costs are not so paid by the several parties herein named or either of them, then the right to the use of said water under this decree shall be suspended until said costs are fully paid and discharged, which costs shall be paid to the Clerk of this Court within the period of said sixty days and the water commissioner or other officer in control of the distribution of the water of the Weiser River under this decree shall after said time refuse and prohibit the distribution of said water to said persons allotted the same until notified by the Clerk of said Court that the said costs have been paid by said users.

That there be allowed and credited to the Weiser Irrigation District, as costs herein allowed by the Supreme Court of the State of Idaho upon appeal in this case, as shown by the findings herein, the sum of \$863.30 which sum shall be paid by the several parties allotted water in this case as their interest appears of record herein and in proportion to the quantity of water decreed to each, at the rate hereinbefore stated, and that the sum of \$515.00 now held by the Clerk of this Court under former order of this Court, which sum was the amount paid into the hands of the Clerk of this Court by the Weiser Irrigation District at the time of the taking of the appeal herein to the Supreme Court, and which sum was so deposited for the purpose of procuring the use of the transcript of evidence on appeal, shall be re-paid to the said Weiser Irrigation District upon account and to be credited to said district on account of the costs allowed said district in this case, and the balance of the amount shall be paid to said district as set out in costs against said allotments by the Clerk of this Court.

It is further ordered, adjudged and decreed, that the defendant, Weiser Irrigation District, in addition to the allotment of five-eighths of a miner's inch per acre for the 7200 acres proven in this case to have received water for irrigation, and shall have the allowance of five-eighths of a miner's inch of flow from said river as of the dates hereinbefore mentioned, for the remaining area of 8000 acres to said Weiser Irrigation District capable to irrigation, to said 800 acres; provided, however, that the said 800 acres so capable of irrigation shall be re-claimed and brought under irrigation from said canal within a period of two years from the date of this decree, proof of which reclamation shall be submitted to this Court within the period of three years of this date, showing the number of acres so reclaimed by irrigation and the means used, and the persons to whom said land belongs, so reclaimed, and the acreage so proven shall be allotted water for the said district as of May 1st, 1904.

It is further ordered that a copy of this decree, certified under his seal of office be transmitted by the Clerk of this Court to the Clerk of the district court of Adams County in which said County a portion of the real estate affected by this decree is situated.

Dated June 20<sup>th</sup>, 1921.

Ed L. Bryan,  
Judge.

Filed and entered June 21, 1921.  
Frank L. Smith,  
Clerk District Court.

STATE OF IDAHO  
County of Washington  
I do hereby certify that the foregoing  
is a full, true and correct copy of the  
original thereof, on file in my office.  
IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal.

9 1922  
this 9<sup>th</sup> day of June 1922  
Mary Kautz By \_\_\_\_\_  
Clerk District Court Deputy

## EXHIBIT B

2008 OCT 20 PM 02:00  
DISTRICT COURT - SRBA  
TWIN FALLS CO., IDAHO  
FILED

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 } PARTIAL DECREE PURSUANT TO  
Case No. 39576 } I.R.C.P. 54(b) FOR  
Water Right 67-00250

NAME AND ADDRESS: DEBRA J DIBBLE  
2948 MILL RD  
CAMBRIDGE, ID 83610

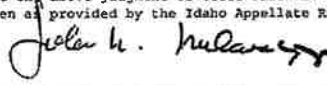
SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER  
QUANTITY: 0.40 CFS  
PRIORITY DATE: 12/29/1908  
POINT OF DIVERSION: T15N R03W S15 NESE Within Washington County  
PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY  
Irrigation 03-15 TO 10-31 0.40 CFS  
PLACE OF USE: Irrigation Within Washington County  
T14N R03W S01 LOT 2 (NWNE) 11.0 SWNE 5.1  
T15N R03W S16 SWSE 4.7  
20.8 Acres Total

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

### RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
John M. Melanson  
Presiding Judge of the  
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)  
Water Right 67-00250

PAGE 1  
Sep-17-2008

2008 OCT 20 PM 02:00  
DISTRICT COURT - SRBA  
TWIN FALLS CO., IDAHO  
FILED

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 )  
                  ) PARTIAL DECREE PURSUANT TO  
                  ) I.R.C.P. 54(b) FOR  
Case No. 39576 )  
                  ) Water Right 67-00301

NAME AND ADDRESS: DEBRA J DIBBLE  
2948 MILL RD  
CAMBRIDGE, ID 83610

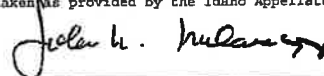
SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER  
QUANTITY: 0.46 CFS  
PRIORITY DATE: 10/29/1908  
POINT OF DIVERSION: T15N R03W S15 NESE Within Washington County  
PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY  
Irrigation 03-15 TO 10-31 0.46 CFS  
PLACE OF USE: Irrigation Within Washington County  
T15N R03W S36 SESW 27.0 SWSE 2.3  
29.3 Acres Total

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance  
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a  
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final  
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

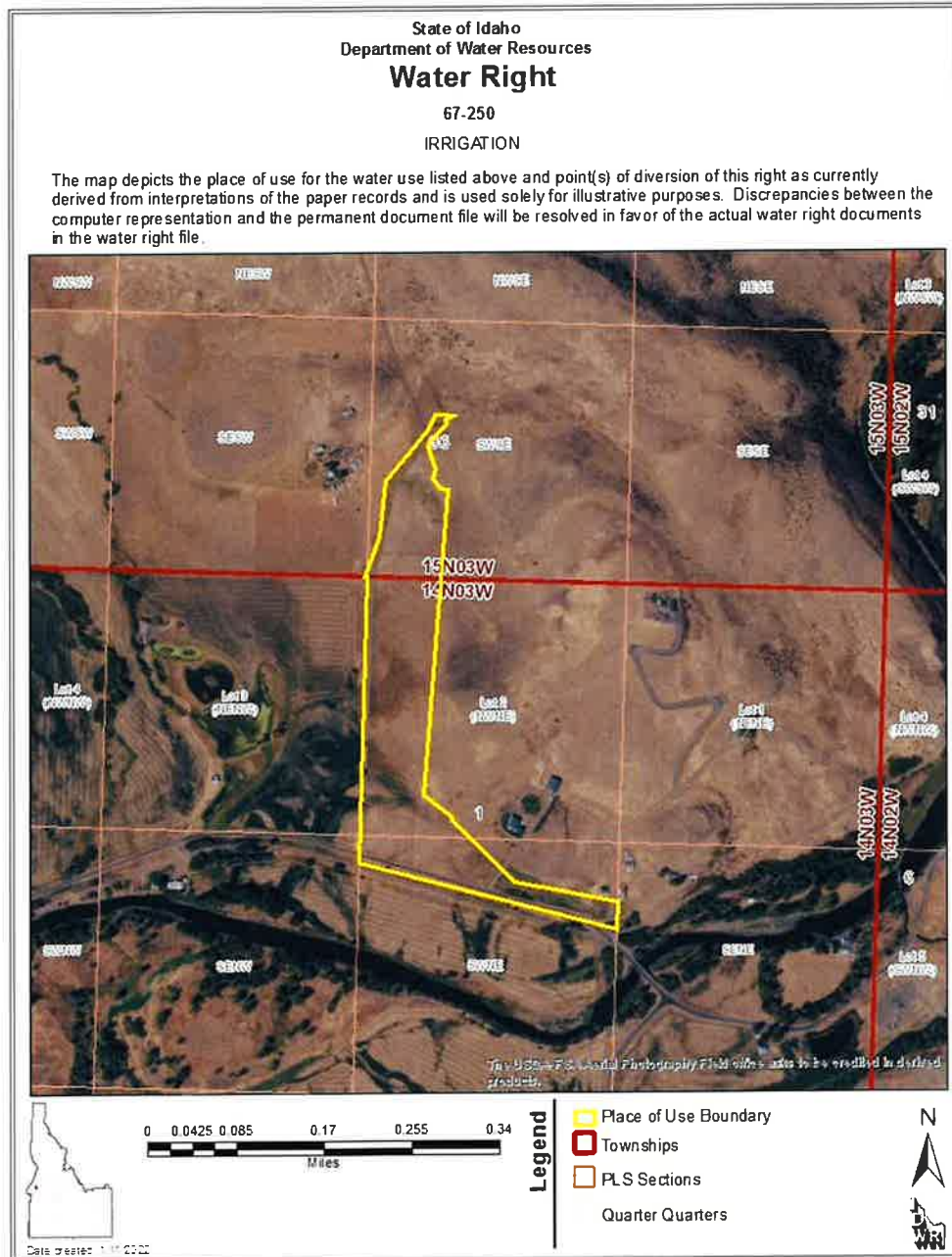


John M. Melanson  
Presiding Judge of the  
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)  
Water Right 67-00301

PAGE 1  
Sep-17-2008

## EXHIBIT C



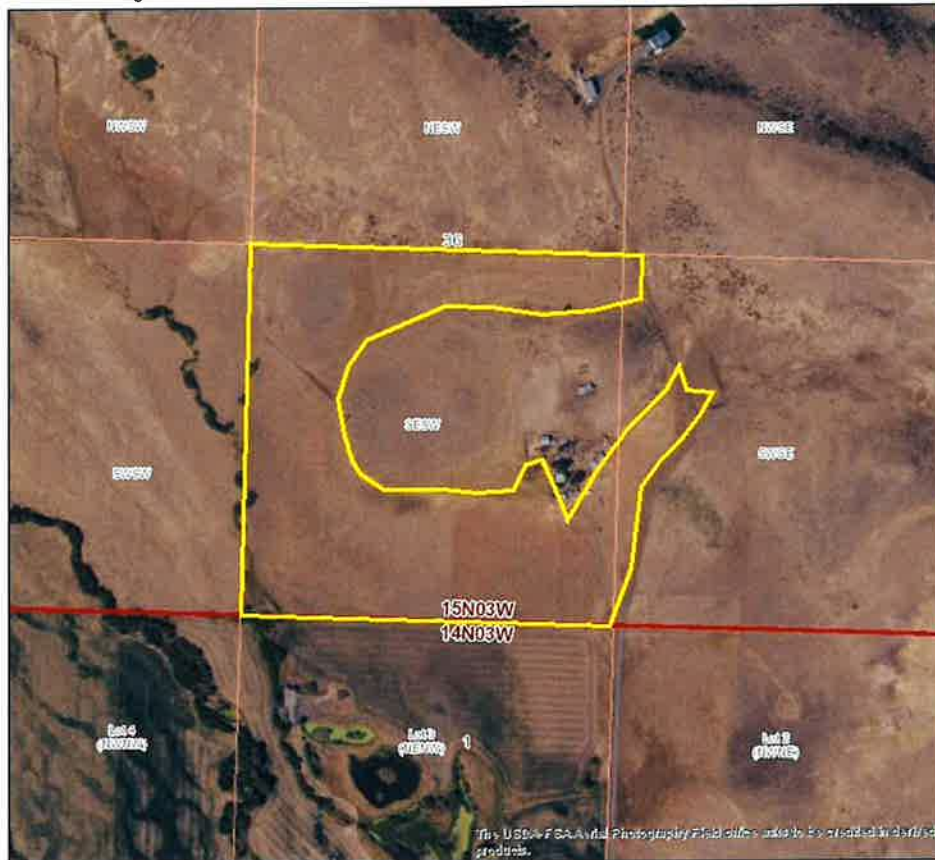
State of Idaho  
Department of Water Resources

# Water Right

67-301

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



**EXHIBIT D**

200023  
RECEIVED

OCT 03 2020

WATER RESOURCES  
WESTERN REGION

**QUIT-CLAIM DEED**

For Value Received, DEBRA JEAN DIBBLE, an unmarried person, the Grantor, does hereby remise, release and forever quit-claim unto LLOYD C. DIBBLE and ANGELA K. DIBBLE, husband and wife, the Grantees, whose address is 3053 Legg Rd., 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 Mullinax.

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

Dated this 25 day of January, 2006.

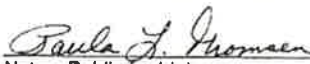
  
Debra Jean Dibble

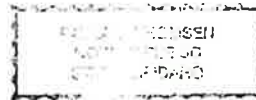
STATE OF IDAHO       )  
                                  )  
County of Washington )

On this 25<sup>th</sup> 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 # 200023  
WEISER, WASHINGTON, IDAHO  
2006-01-26 11:47:00 No. of Pages: 3  
Recorded for : WASHINGTON COUNTY, TITLE  
SHARON WIDNER  
Ex-Officio Recorder Deputy  
Index to: DEED

  
Notary Public for Idaho  
Residing at: Weiser, Idaho  
Commission Expires: 3-11-2009



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

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

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 S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Page 1 - legal description (Lloyd Dibble)

Thence S 0°02'10"W, a distance of 1014.58 feet along the east line of said Government Lot 2 to the northeast corner of a parcel of land as described and recorded on Deed Instrument No. 199163, Records of Washington County, Idaho, which point bears N 0°02'10"E, a distance of 300.00 feet along the east line of said Government Lot 2 from the southeast corner of said Government Lot 2

Thence N 89°36'41"W (West, of record Deed), parallel to the south line of said Government Lot 2, a distance of 850 feet;

Thence S 0°02'10"W (South, of record Deed), parallel to the east line of said Government Lot 2, a distance of 218 feet;

Thence S 46°15'E, a distance of 452.1 feet to a point within the SW1/4NE1/4 of said Section 1;

Thence in a Southeasterly direction to a point on the east line of said SW1/4NE1/4, which point bears S 0°02'10"W (South, of record Deed) a distance of 314 feet from the northeast corner of said SW1/4NE1/4;

Thence S 0°02'10"W, a distance of 101 feet, more or less, along the east line of said SW1/4NE1/4 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 westerly 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 said SW1/4SE1/4);

Thence S 89°32'59"E, a distance of 19.14 feet along the north line of said Government Lot 2 to the TRUE 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 TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, with the east line of said easement being the west 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.

Page 2 - legal description (Lloyd Dibble)

## EXHIBIT E

Print this page

### Washington County Parcel Information System

PIN: RP15N03W368700  
Homeowner Name: GOODMAN PERRY L  
Attention Line:

#### Homeowner Information

Street Address: PO BOX 38  
City State: CAMBRIDGE ID 83610

#### Site Information

Street Address: 2952 MILL RD  
City State: CAMBRIDGE ID

#### GIS Information

Legal Description: A PORTION OF THE SWSE S36T15R3 34.19 ACRES  
Legal Acres: 34.1900

#### IMPV TYPE: ATTGAR

YEAR BUILT: 2020  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 23550

#### IMPV TYPE: MISC

YEAR BUILT: 2020  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 1830

#### IMPV TYPE: POLEBLDG

YEAR BUILT: 2021  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 2780

#### IMPV TYPE: DWELL

YEAR BUILT: 2020  
FLOORS: 1  
KITCHEN: 1  
LIVING ROOM: 1  
GREAT ROOM: 0  
DINING ROOM: 0

BEDROOM(S): 3  
OTHER ROOM(S): 0  
FIRE PLACE(S): Y

VALUE: 173113

**2021 Assessments**

**Assessed Value:** 45890







THIS MAP DATA IS FOR INFORMATIONAL PURPOSES ONLY. LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE USED TO DETERMINE PROPERTY BOUNDARIES FOR CONSTRUCTION OF FENCES, DRIVEWAYS, ROADS OR STRUCTURES OF ANY TYPE. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES WITH THIS DATA.

[Print this page](#)

## Washington County Parcel Information System

PIN: RP14N03W010950  
Homeowner Name: HOBDEY LOGAN L  
Attention Line:

**Homeowner Information**  
Street Address: 10210 GUINEVERE DR  
City State: BOISE ID 83704

**Site Information**  
Street Address:  
City State:

**GIS Information**  
Legal Description: PART W1/2NE; S1T14R3 21.8 AC  
Legal Acres: 21.8000



**2021 Assessments**

**Assessed Value: 4418**



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A GUARANTEE OF ACCURACY. IT IS NOT TO BE USED TO DETERMINE PROPERTY BOUNDARIES FOR CONVEYANCE OF FEASIBILITY, DEEDS, EASEMENTS, OR STRUCTURES OF ANY TYPE. THE COUNTY IS NOT RESPONSIBLE FOR ANY DISCREPANCIES WITH THE DATA.

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## Washington County Parcel Information System

PIN: RP14N03W011080  
Homeowner Name: SUMMERS MATTHEW B  
Attention Line:

### Homeowner Information

Street Address: PO BOX 384  
City State: CAMBRIDGE ID 83610

### Site Information

Street Address: 2964 MILL RD  
City State: CAMBRIDGE ID

### GIS Information

Legal Description: PART OF LOT 2 & SWNE; S1T14R3; 21.92 ACRES  
Legal Acres: 21.9200

Tax Code Area: 0070000

AMBULANCE:

CEMETERY: SALUBRIA CEMETERY

CITY:

FIRE: CAMBRIDGE FIRE

FLOOD CONTROL: FLOOD CONTROL #3

HIGHWAY: WASHINGTON COUNTY ROAD & BRIDGE

HOSPITAL:

LIBRARY: CAMBRIDGE COMMUN FREE LIB

PEST CONTROL(S):

IMPV TYPE: ATTGAR

YEAR BUILT: 2011

FLOORS: 0

KITCHEN: 0

LIVING ROOM: 0

GREAT ROOM: 0

DINING ROOM: 0

BEDROOM(S): 0

OTHER ROOM(S): 0

FIRE PLACE(S): N

VALUE: 28750

IMPV TYPE: MISC

YEAR BUILT: 2012

FLOORS: 0

KITCHEN: 0

LIVING ROOM: 0

GREAT ROOM: 0

DINING ROOM: 0

BEDROOM(S): 0

OTHER ROOM(S): 0

FIRE PLACE(S): N

VALUE: 1371

IMPV TYPE: GAZEBO

YEAR BUILT: 2015

FLOORS: 0

KITCHEN: 0

LIVING ROOM: 0

GREAT ROOM: 0

DINING ROOM: 0

BEDROOM(S): 0

OTHER ROOM(S): 0

FIRE PLACE(S): N

VALUE: 3840

IMPV TYPE: MISC

YEAR BUILT: 2011

FLOORS: 0

KITCHEN: 0

LIVING ROOM: 0

GREAT ROOM: 0

DINING ROOM: 0

|                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 7240                                                                                                                             |
| IMPV TYPE: DWELL<br>YEAR BUILT: 2005<br>FLOORS: 3<br>KITCHEN: 1<br>LIVING ROOM: 1<br>GREAT ROOM: 0<br>DINING ROOM: 1<br>BEDROOM(S): 3<br>OTHER ROOM(S): 1<br>FIRE PLACE(S): Y<br><br>VALUE: 240650   |
| IMPV TYPE: POLEBLDG<br>YEAR BUILT: 2011<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 20240 |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 2011<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 1910    |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 2011<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 3050    |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 2019<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 1210    |

**2021 Assessments**

**Assessed Value:** 352958



THIS MAP/DATA IS FOR INFORMATIONAL PURPOSES ONLY. LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE USED TO DETERMINE PROPERTY BOUNDARIES FOR CONSTRUCTION OF FENCES, DRIVEWAYS, ROADS OR STRUCTURES OF ANY TYPE. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES WITH THIS DATA.

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## Washington County Parcel Information System

PIN: RP14N03W011200  
Homeowner Name: FARRENS LORI  
Attention Line:

**Homeowner Information**  
Street Address: 223 BUCKSKIN DR  
City State: NAMPA ID 83687

**Site Information**  
Street Address:  
City State:

**GIS Information**  
Legal Description: PART W1/2NE; S1T14R3 2.33 AC  
Legal Acres: 2.3300

IMPV TYPE: HAYCOVER  
YEAR BUILT: 2013  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 4220

IMPV TYPE: HAYCOVER  
YEAR BUILT: 2013  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 290

IMPV TYPE: SHED  
YEAR BUILT: 2021  
FLOORS: 0  
KITCHEN: 0  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 1560



**2021 Assessments**

**Assessed Value:** 43743



THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE USED TO DETERMINE PROPERTY BOUNDARIES FOR CONSTRUCTION OF FENCES, DRIVEWAYS, ROADS OR STRUCTURES OF ANY TYPE. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES WITH THIS DATA.

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## Washington County Parcel Information System

PIN: RP15N03W367000  
Homeowner Name: DIBBLE DEBRA JEAN  
Attention Line:

**Homeowner Information**  
Street Address: 2948 MILL RD  
City State: CAMBRIDGE ID 83610

**Site Information**  
Street Address: 2948 MILL RD  
City State: CAMBRIDGE ID

**GIS Information**  
Legal Description: SESW & A PORTION OF THE SWSE S36T15R3 45.93 ACRES  
Legal Acres: 45.9300

**Tax Code Area:** 0220000  
**AMBULANCE:**  
**CEMETERY:** SALUBRIA CEMETERY  
**CITY:**  
**FIRE:** CAMBRIDGE FIRE  
**FLOOD CONTROL:**  
**HIGHWAY:** WASHINGTON COUNTY ROAD & BRIDGE  
**HOSPITAL:**  
**LIBRARY:** CAMBRIDGE COMMUN FREE LIB  
**PEST CONTROL(S):**

**IMPV TYPE:** DWELL  
**YEAR BUILT:** 1974  
**FLOORS:** 2  
**KITCHEN:** 1  
**LIVING ROOM:** 1  
**GREAT ROOM:** 0  
**DINING ROOM:** 0  
**BEDROOM(S):** 1  
**OTHER ROOM(S):** 0  
**FIRE PLACE(S):** Y

**VALUE:** 65988

**IMPV TYPE:** POLEBLDG  
**YEAR BUILT:** 1930  
**FLOORS:** 0  
**KITCHEN:** 0  
**LIVING ROOM:** 0  
**GREAT ROOM:** 0  
**DINING ROOM:** 0  
**BEDROOM(S):** 0  
**OTHER ROOM(S):** 0  
**FIRE PLACE(S):** N

**VALUE:** 170

**IMPV TYPE:** HAYCOVER  
**YEAR BUILT:** 1970  
**FLOORS:** 0  
**KITCHEN:** 0  
**LIVING ROOM:** 0  
**GREAT ROOM:** 0  
**DINING ROOM:** 0  
**BEDROOM(S):** 0  
**OTHER ROOM(S):** 0  
**FIRE PLACE(S):** N

**VALUE:** 1530

**IMPV TYPE:** HAYCOVER  
**YEAR BUILT:** 1970  
**FLOORS:** 0  
**KITCHEN:** 0  
**LIVING ROOM:** 0  
**GREAT ROOM:** 0  
**DINING ROOM:** 0

|                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 790                                                                                                                             |
| IMPV TYPE: POLEBLDG<br>YEAR BUILT: 1930<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 260  |
| IMPV TYPE: POLEBLDG<br>YEAR BUILT: 1970<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 3720 |
| IMPV TYPE: POLEBLDG<br>YEAR BUILT: 1970<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 80   |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 2008<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 130    |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 1970<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 960    |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 2008<br>FLOORS: 0<br>KITCHEN: 0<br>LIVING ROOM: 0<br>GREAT ROOM: 0<br>DINING ROOM: 0<br>BEDROOM(S): 0<br>OTHER ROOM(S): 0<br>FIRE PLACE(S): N<br><br>VALUE: 970    |
| IMPV TYPE: LEANTO<br>YEAR BUILT: 1960<br>FLOORS: 0<br>KITCHEN: 0                                                                                                                                    |

ATTACHMENT 9  
LIVING ROOM: 0  
GREAT ROOM: 0  
DINING ROOM: 0  
BEDROOM(S): 0  
OTHER ROOM(S): 0  
FIRE PLACE(S): N

VALUE: 200

## 2021 Assessments

Assessed Value: 134531







THIS MAP DATA IS FOR INFORMATIONAL PURPOSES ONLY. LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE USED TO DETERMINE PROPERTY BOUNDARIES FOR CONSTRUCTION OF FENCES, DRIVEWAYS, ROADS OR STRUCTURES OF ANY TYPE. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES WITH THIS DATA.



## EXHIBIT F

### Instrument # 241469

STATE OF IDAHO, COUNTY OF WASHINGTON  
2020-07-08 02:04:03 PM No. of Pages: 18  
Recorded for: PIONEER TITLE CANYON - CALDWEL  
DONNA ATWOOD Fee: \$45.00  
Ex-Officio Recorder Deputy MMConnell  
Index To: MORTGAGE  
Electronically Recorded by Simplifile

### Instrument # 241415

STATE OF IDAHO, COUNTY OF WASHINGTON  
2020-06-30 02:47:10 PM No. of Pages: 18  
Recorded for: PIONEER TITLE WASHINGTON COUNT  
DONNA ATWOOD Fee: \$45.00  
Ex-Officio Recorder Deputy MMConnell  
Index To: MORTGAGE  
Electronically Recorded by Simplifile

WHEN RECORDED, MAIL TO:

First Interstate Bank  
Post Closing- 4<sup>th</sup> Floor  
104 S Wolcott  
Casper, WY 82601

\*\*\*\*ReRecorded to correct legal description\*\*\*\*

This instrument was prepared by:  
First Interstate Bank  
1100 Northwest Wall Street  
Bend, OR 97703

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

725032

(Space Above This Line For Recording Data)

## DEED OF TRUST

MIN: 100282100054939215  
SIS Telephone #: (888) 679-MERS

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 26, 2020, together with all Riders to this document.

(B) "Borrower" is Perry L Goodman and Melody D Goodman husband and wife. Borrower is the trustor under this Security Instrument.

(C) "Lender" is First Interstate Bank. Lender is A MONTANA CORPORATION, organized and existing under the laws of Montana.

Lender's address is 1100 Northwest Wall Street, Bend, OREGON 97703.

(D) "Trustee" is Pioneer Title - Caldwell

Trustee's Address is 610 S. Kimball Avenue, Caldwell, IDAHO 83605 All Others County.

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

(F) "Note" means the promissory note signed by Borrower and dated June 26, 2020. The Note states that Borrower owes Lender TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO AND NO/100 Dollars (U.S. \$262,832.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2050.

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

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



WHEN RECORDED, MAIL TO:  
**First Interstate Bank**  
**Post Closing- 4<sup>th</sup> Floor**  
**104 S Wolcott**  
**Casper, WY 82601**

\*\*\*\*\*ReRecorded to correct legal description\*\*\*\*\*

This instrument was prepared by:  
**First Interstate Bank**  
**1100 Northwest Wall Street**  
**Bend, OR 97703**

ELECTRONICALLY RECORDED - DO NOT  
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- (D) "Trustee" is **Pioneer Title - Caldwell**. Trustee's Address is **610 S. Kimball Avenue, Caldwell, IDAHO 83605 All Others County**.
- (E) "MERS" is **Mortgage Electronic Registration Systems, Inc.** MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS**.
- (F) "Note" means the promissory note signed by Borrower and dated **June 26, 2020**. The Note states that Borrower owes Lender **TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO AND NO/100 Dollars (U.S. \$262,832.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2050**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



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

- |                                                                        |                                                         |                                            |
|------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider                         | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                                 | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> 1-4 Family Rider                              | <input type="checkbox"/> Biweekly Payment Rider         |                                            |
| <input checked="" type="checkbox"/> Other (Specify) Construction Rider |                                                         |                                            |

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Washington:

See Exhibit A

Parcel ID Number: RP15N03W368700

which currently has the address of: 2952 Mill Rd  
Cambridge, IDAHO 83610

("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of

Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate

information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. 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 Section 18 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 Section 22, 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 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. 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, 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.

**23. 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.

**24. 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.

**25. Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

241469

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

Witnesses:

|                                                                                                                              |                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| _____<br>-Witness                                                                                                            | _____<br>-Witness                                                                                                             |
| <br>(Seal)<br>Perry L. Goodman<br>-Borrower | <br>(Seal)<br>Melody D Goodman<br>-Borrower |

State of IDAHO

County of Ada

This record was acknowledged before me on this

June 30, 2020  
Date

by Perry L Goodman and Melody D Goodman.

Name(s) of individual(s)

(Stamp)

  
Signature of notary public  
My commission expires: 4-27-2022

Loan originator (Organization): **First Interstate Bank; NMLS #: 561537**  
Loan originator (Individual): **Steven Casey Davidson; NMLS #: 502210**



**CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT**  
(To Be Recorded With The Security Instrument)

**LENDER:** First Interstate Bank  
**BORROWER:** Perry L Goodman and Melody D Goodman  
**PROPERTY:** 2952 Mill Rd  
Cambridge, ID 83610

**THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT** (the "Rider") will be deemed to amend and supplement the Mortgage or Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument will have the same meaning in this Rider.

**AMENDED AND ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

1. **Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all disbursements made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all disbursements made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the rate set forth in the Note, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby will, at the option of the Lender, become immediately due and payable in full.

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2. **Future Advances.** During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum To Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make disbursements of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such disbursements will be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after 12 months from the date of this Rider.
3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower will, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims, which relate to the Improvements on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time will not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest will accrue as stated in the Note and monthly payments of principal and interest will be due and payable as set forth in the Note.
6. **Security Agreement and Financing Statement.** The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and will be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It will not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on

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Lender's behalf, will have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower will, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. Borrower acknowledges that Lender may require Borrower to sign other documents necessary to protect Lender's interest in the Property. Borrower gives Lender permission and grants it authority to sign these documents for Borrower.

7. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision will be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

8. **Addresses.**

The name and address of the Borrower is:  
**Perry L Goodman and Melody D Goodman**  
**PO Box 38**  
**Cambridge, ID 83610**

The name and address of the Lender/Secured Party is:  
**First Interstate Bank**  
**1100 Northwest Wall Street**  
**Bend, OR 97703**

9. **Relation to Loan Agreement.** This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time this Security Instrument is recorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider will survive the termination of the Loan Agreement and the repayment of the Loan.
10. **Paragraph 6 of the Security Instrument.** Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the last disbursement is made and distributed by Lender under the terms and conditions of the Loan Agreement and shall continue to occupy the Property as Borrower's principal residence for at least one

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

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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.

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

DATED this 26th day of June, 2020

*Perry L Goodman* (Seal) *Melody D Goodman* (Seal)  
Perry L Goodman -Borrower Melody D Goodman -Borrower

State of IDAHO

County of Ada

This record was acknowledged before me on this

June 30, 2020  
Date

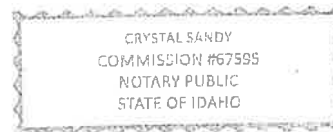
by Perry L Goodman and Melody D Goodman.

Name(s) of individual(s)

(Stamp)

*Crystal Sandy*  
Signature of notary public

My commission expires: 4-27-2022



MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

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## EXHIBIT A

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 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 southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;  
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

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 273.88 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 S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;  
Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);  
Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

*Pa*  
*MDL*

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA Commitment for Title Insurance

## EXHIBIT A

A parcel of land situated within the SW1/4SE1/4 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 southwest corner of the SW1/4SE1/4 of Section 36, T. 15N, R. 3W., B.M.;  
Thence S 89°32'59" E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

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 273.88 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 S 89°34'27" E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;  
Thence S 0°08'33" E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4;  
Thence N 89°32'59" W, a distance of 1246.04 feet along the South line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded as Instrument No. 197424.

Instrument # 226493  
STATE OF IDAHO, COUNTY OF WASHINGTON  
2014-07-23 04:39:24 PM No. of Pages: 14  
Recorded for: AMERITITLE WEISER  
BETTY J THOMAS Fee: \$49.00  
Ex-Officio Recorder Deputy DWarren  
Index To: MORTGAGE  
Electronically Recorded by Simplifile

Return to: PANHANDLE STATE BANK  
ATTENTION: CREDIT OPERATIONS  
P.O. BOX 2349  
COEUR D'ALENE, ID 83816

Loan No: 1433468467 [Space Above This Line for Recording Data] Data ID: 101  
Borrower: MATTHEW B SUMMERS

## DEED OF TRUST

MIN: 100618401405290026

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 22, 2014, together with all Riders to this document.

(B) "Borrower" is MATTHEW B SUMMERS, AN UNMARRIED MAN AND MICHAEL B SUMMERS AND ANGEL K SUMMERS, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is PANHANDLE STATE BANK. Lender is A STATE BANK organized and existing under the laws of the State of IDAHO. Lender's address is P.O. BOX 2349, COEUR D'ALENE, ID 83816.

(D) "Trustee" is AMERITITLE.

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

(F) "Note" means the promissory note signed by Borrower and dated July 22, 2014. The Note states that Borrower owes Lender TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED and NO/100-----Dollars (U.S. \$ 230,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2044.

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

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

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Data ID: 101

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

- |                                                |                                                         |                                            |
|------------------------------------------------|---------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider |                                            |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |                                            |
| <input type="checkbox"/> Other(s) [specify]    |                                                         |                                            |

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of WASHINGTON:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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which currently has the address of 2952 MILL ROAD,

CAMBRIDGE, IDAHO

[Show]

83610  
[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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Data ID: 101

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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Loan No: 1433468467

Data ID: 101

5. **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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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P+1433468467+7338+05+12+IDCNVADT

Loan No: 1433468467

Data ID: 101

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Loan No: 1433468467

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. **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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. 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 Section 18 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 Section 22, 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 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. 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, 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.

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23. **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.

24. **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.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

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

*Matthew B. Summers by: Angel K. Summers*  
 MATTHEW B SUMMERS by ANGEL K SUMMERS, Attorney-in-Fact —Borrower  
*Michael B. Summers* (Seal)  
 MICHAEL B SUMMERS —Borrower  
*Angel K. Summers* (Seal)  
 ANGEL K SUMMERS —Borrower

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[Space Below This Line For Acknowledgment]

State of IDAHO §  
County of WASHINGTON §

On this 22<sup>nd</sup> day of July, in the year 2014, before me,  
Ranelle R Crosby

Angel K Summers and Michael B Summers personally appeared

[strike the following that does not apply] known to me / proved to me on the oath of  
(witness) to be the persons whose names are subscribed to the within instrument, and  
acknowledged that they executed the same.

 Ranelle R Crosby  
Notary Public  
Ranelle R Crosby  
(Printed Name)

My commission expires: 1.29.19 Notary Public for the State of Idaho, residing at:  
Payette

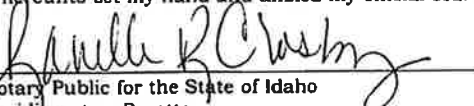
Loan Originator Organization: PANHANDLE STATE BANK  
NMLSR ID: 483385  
Individual Loan Originator: KENET KAY HAUN  
NMLSR ID: 79830

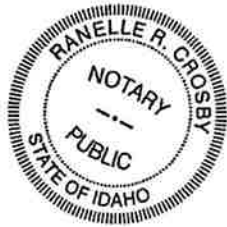
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State of Idaho} ss.  
County of Washington}

On this 22 day of July, 2014, before me, Ranelle R. Crosby, a Notary Public in and for said state, personally appeared Angel K. Summers known or identified to me to be the person whose name subscribed to the within instrument as Attorney-in-fact of Matthew B. Summers, and acknowledged to me that she subscribed the name of Matthew B. Summers as principal and his/her own name as Attorney-in-fact.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Payette  
Commission Expires: 1-29-19



Loan No: 1433468467  
Borrower: MATTHEW B SUMMERS

Data ID: 101

#### LEGAL DESCRIPTION

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, Washington County, Idaho, which parcel is more particularly described as follows:

Beginning at the southeast corner of Government Lot 2 (northeast corner of the SW1/4NE1/4) of Section 1, T.14N., R.3 W., B.M.;

Thence S 0°02'10" W, a distance of 224.92 feet along the East line of said SW1/4NE1/4;

Thence N 82°42'53" W, a distance of 425.73 feet;

Thence N 64°05'55" W, a distance of 114.73 feet;

Thence S 34°59'32" W, a distance of 205 feet, more or less, to a point on the northerly right-of-way line of the former Pacific and Idaho Northern Railway (now Friends of Weiser River Trail, Inc.)

Thence westerly along the northerly line of said former Pacific and Idaho Northern Railway right-of-way to the southeast corner of a tract described in Instrument No. 204641;

Thence N 01°26'02" E, a distance of 803.85 feet;

Thence N 48°24'21" E, a distance of 128.84 feet;

Thence S 57°22'33" E, a distance of 112.33 feet;

Thence N 82°25'45" E, a distance of 833.75 feet to a point on the East line of said Government Lot 2;

Thence S 0°02'10" W, along the East line of said Government Lot 2 to the Point of Beginning.



P+1433468467+7338+01+01+LEGLDESC

# EXHIBIT G

Form 42-248/42-1409(6) Rev. 1/15

## STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

### Notice of Change in Water Right Ownership

RECEIVED

JUL 27 2020

WATER RESOURCES  
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 67-301                | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 67-250                | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Debra J Dibble  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Marion Ogle  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1039 West Indian Valley Rd Indian Valley Id 83632  
Mailing address City State ZIP
- 208-256-4498 / 208 412-0175 Marion Ogle @ hotmail.com  
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: July 10, 2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following REQUIRED items:  
☒ A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☐ Filing fee (see instructions for further explanation):  
o \$25 per undivided water right.  
o \$100 per split water right.  
o No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 67-250

8. Signature: Marion Ogle Owner July 10, 2020  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

#### For IDWR Office Use Only:

Received by LT Date 7/27/2020 Receipt No. W0485163 Receipt Amt. \$50.00  
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒  
Name on W-9 \_\_\_\_\_ Approved by LE Processed by LE Date 10/06/2020

RECEIVED

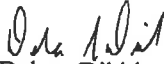
SEP 04 2020

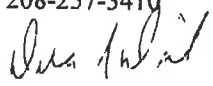
WATER RESOURCES  
WESTERN REGION

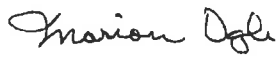
BILL OF SALE

10 JULY 2020

I, Debra J Dibble, sell two water rights, No. 67-301 and No. 67-250, to  
Marion Ogle for the price of \$500.

  
Debra Dibble  
2948 Mill Road  
Cambridge, Id 83610  
208-257-3410



  
Marion Ogle  
1039 W Indian Valley Road  
Indian Valley, Id 83632  
208-256-4448



RECEIVED

SEP 04 2020

WATER RESOURCES  
WESTERN REGION

**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of Idaho } ss.  
County of Washington  
On this the 4th day of Sept, 2020 (Mo.) (Yr.) before me,  
Dusti Kindall the undersigned Notary Public,  
Name of Notary Public  
personally appeared Marion Cagle and Dawn Dille  
Name(s) of Signer(s)

☒ personally known to me – OR –

proved to me on the basis of satisfactory  
evidence

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 for the purposes  
therein stated.

WITNESS my hand and official seal.



Dusti Kindall  
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

**OPTIONAL**

Not required by law, this information can be useful to those relying on the document  
and prevent fraud.

**Description of Any Attached Document**

Title or Type of Document: Bill of Sale

Document Date: Sept 2, 2020 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

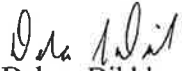
| RIGHT<br>THUMBPRINT<br>OF SIGNER #1 | RIGHT<br>THUMBPRINT<br>OF SIGNER #2 |
|-------------------------------------|-------------------------------------|
| Top of thumb here                   | Top of thumb here                   |

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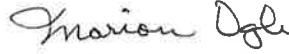
BILL OF SALE

10 JULY 2020

I, Debra J Dibble, sell two water rights, No. 67-301 and No. 67-250, to Marion Ogle for the price of \$500.



Debra Dibble  
2948 Mill Road  
Cambridge, Id 83610  
208-257-3410



Marion Ogle  
1039 W Indian Valley Road  
Indian Valley, Id 83632  
208-256-4448

WATER RESOURCES  
WESTERN REGION

## To LLOYD 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 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 southwest corner of the SW1/4SE1/4 of Section 36, T.15N., R.3W., B.M. (northwest corner of Government Lot 2 of Section 1, T.14N., R.3W., B.M.):

Thence S 89°32'59"E, a distance of 79.14 feet along the south line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING;

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 S 89°34'27"E, a distance of 1219.75 feet along the north line of said SW1/4SE1/4 to the northeast corner of said SW1/4SE1/4;

Thence S 0°08'33"E, a distance of 1317.18 feet along the east line of said SW1/4SE1/4 to the southeast corner of said SW1/4SE1/4 (northeast corner of said Government Lot 2);

Page 1 - legal description (Lloyd Dibble)

Thence S 0°02'10"W, a distance of 1014.58 feet along the east line of said Government Lot 2 to the northeast corner of a parcel of land as described and recorded on Deed Instrument No. 199163, Records of Washington County, Idaho, which point bears N 0°02'10"E, a distance of 300.00 feet along the east line of said Government Lot 2 from the southeast corner of said Government Lot 2

Thence N 89°36'41"W (West, of record Deed), parallel to the south line of said Government Lot 2, a distance of 850 feet;

Thence S 0°02'10"W (South, of record Deed), parallel to the east line of said Government Lot 2, a distance of 218 feet;

Thence S 46°15'E, a distance of 452.1 feet to a point within the SW1/4NE1/4 of said Section 1;

Thence in a Southeasterly direction to a point on the east line of said SW1/4NE1/4, which point bears S 0°02'10"W (South, of record Deed) a distance of 314 feet from the northeast corner of said SW1/4NE1/4;

Thence S 0°02'10"W, a distance of 101 feet, more or less, along the east line of said SW1/4NE1/4 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 westerly 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 said SW1/4SE1/4);

Thence S 89°32'59"E, a distance of 19.14 feet along the north line of said Government Lot 2 to the TRUE 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 TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement as described and recorded on Instrument Number 197424, records of Washington County, Idaho, with the east line of said easement being the west 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.

Page 2 - legal description (Lloyd Dibble)

**Evans, Lynne**

---

**From:** Debra Jean <flophouse45@yahoo.com>  
**Sent:** Saturday, October 3, 2020 3:00 PM  
**To:** marion ogle; Evans, Lynne; leggranch@gmail.com  
**Subject:** Re: Water notery  
**Attachments:** 001.jpg; 002.jpg; 003.jpg

I have attached the quit claim deed dated 2006 in which the home place was divided with my brother Lloyd Dibble. I later applied for the water right on the understanding that we would share the water, but that it would remain in my name and I would pay the fees for said water right as I would be using the majority of it. Lloyd eventually sold his portion of the land and a transfer of the water right was never discussed. I have remained the sole owner of this water right, 67-250.

Thank you  
Debra Dibble

On Saturday, September 26, 2020, 11:50:56 AM MDT, marion ogle <marion\_ogle@hotmail.com> wrote:

Debbie,

I got the email below. They are saying one of the permits is in your name but not your land. Did you sell some of the land or did you get permit on your dads land or something? Can we get the clarification that they are wanting?

Marion

---

**From:** Angela Ogle <leggranch@gmail.com>  
**Sent:** Thursday, September 24, 2020 4:37 PM  
**To:** Kathleen Legg <marion\_ogle@hotmail.com>  
**Subject:** Fwd: Water notery

Hi Marion,

See the question related to the water right transfer.

Thanks,  
Gary

----- Forwarded message -----

**From:** Evans, Lynne <Lynne.Evans@idwr.idaho.gov>  
**Date:** Thu, Sep 24, 2020 at 4:10 PM  
**Subject:** RE: Water notery  
**To:** Angela Ogle <leggranch@gmail.com>

Good afternoon Gary,

Thank you all so much for your patience on the processing of this water right change in ownership. The notarized bill of sale will do just fine for this ownership change. Water right no. 67-301 has been processed and changed to Marion Ogle's name. However, when we started on the other water right, no. 67-250, we came across an oddity we'd like to clarify with you and Marion before moving forward with finishing the ownership change.

Most of the time a water right is considered an appurtenance to the land it is used on, so when that land is sold to someone new, the water right goes along with it. Occasionally, a water right is granted to someone who doesn't own the land itself; for example, a homeowner's association may own the irrigation water right for a subdivision, even though the individual lots are all owned by other people. It looks like water right no. 67-250 is registered as owned by Debra Dibble, but the property it relates to is not. We need to know whether Debra does own the water right separately from the property, or if the water right and the property go together and have just never been updated as they changed hands.

We're hoping you or Debra could clarify for us if she owned that property at the time the water right was decreed to her in 2008. If she did not own the property, and the water right was decreed to her separately from the land, then we're good to go and we can complete the change in ownership to Marion Ogle. However, if she did own the property, we'll need to see if she retained the water right from any sales transferring the property to the new owners. Usually, that will be written into the deed as an exception, such as "excluding water right no. 67-250." Any documentation you can provide to support either conclusion would be very helpful as well.

If you have any additional questions about this, please don't hesitate to email me back or give our office a call. Thank you very much for your assistance.

Have a great afternoon,

**Lynne Evans** | Office Specialist II

IDWR-Western Region

2735 W Airport Way, Boise ID 83705

(208) 334-2190 | [lynne.evans@idwr.idaho.gov](mailto:lynne.evans@idwr.idaho.gov)

**From:** Angela Ogle [<mailto:leggranch@gmail.com>]  
**Sent:** Friday, September 4, 2020 1:19 PM  
**To:** Evans, Lynne <[Lynne.Evans@idwr.idaho.gov](mailto:Lynne.Evans@idwr.idaho.gov)>  
**Cc:** Kathleen Legg <[marion\\_ogle@hotmail.com](mailto:marion_ogle@hotmail.com)>  
**Subject:** Fwd: Water notary

2

Hi Lynne,

Per our phone conversation earlier, I am forwarding the notarized Bill of Sale per your request. Please let me know if you require any additional information.

Thanks,  
Gary

----- Forwarded message -----

From: <[Marion\\_Ogle@hotmail.com](mailto:Marion_Ogle@hotmail.com)>

Date: Fri, Sep 4, 2020 at 12:51 PM

Subject: Water notary

To: <[marion\\_ogle@hotmail.com](mailto:marion_ogle@hotmail.com)>, <[leggranch@gmail.com](mailto:leggranch@gmail.com)>

Cc: <[Marion\\_Ogle@hotmail.com](mailto:Marion_Ogle@hotmail.com)>



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

October 08, 2020

MARION OGLE  
1039 W INDIAN VALLEY RD  
INDIAN VALLEY ID 83632-5016

**Re: Change in Ownership for Water Right No(s): 67-250, 67-301**

Dear Water Right Holder:

The Department of Water Resources (Western) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact our office at (208) 334-2190.

Sincerely,

Lynne Evans  
Office Specialist II

Enclosure

## EXHIBIT H

Rev. 07/18

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. 8400

### MINIMUM REQUIREMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED

FEB 08 2021

An application for transfer must be prepared in accordance with the minimum requirements listed below to be accepted by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at [idwr.idaho.gov](http://idwr.idaho.gov).

Name of Applicant(s) Marion Ogle

Check whether each item below is attached (Yes) or not applicable (N/A) for the proposed transfer.

Yes N/A \* Means the item is always required and must be included with the application.

- ☒ \* Completed Application for Transfer of Water Right form, Part 1.
- ☒ \* Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ \* Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ \* Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ \* Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

**Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.**

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. \*\*
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). \*\*  
\*\* Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at [idwr.idaho.gov/water-rights/transfers/resources.html](http://idwr.idaho.gov/water-rights/transfers/resources.html).
- ☒ ☐ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ \* #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: \_\_\_\_\_

Page 1 of Transfer No. 8400

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1**

Name of Applicant(s) Marion Ogle Phone (208) 412-0175  
Mailing address 1039 W. Indian Valley Rd. Indian Valley ID 83632 Email Marion\_ogle@hotmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ No Representative

Name of Representative \_\_\_\_\_ Phone \_\_\_\_\_  
Mailing address \_\_\_\_\_ Email \_\_\_\_\_

- ☐ Send all correspondence for this application to the representative and not to the applicant.  
OR  
☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.  
OR  
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

|                                                                           |                                                          |                         |
|---------------------------------------------------------------------------|----------------------------------------------------------|-------------------------|
| <u>Marion Ogle</u><br>Signature of Applicant or Authorized Representative | <u>Marion Ogle</u><br>Print Name and Title if applicable | <u>2/6/2021</u><br>Date |
| _____<br>Signature of Applicant or Authorized Representative              | _____<br>Print Name and Title if applicable              | _____<br>Date           |

**A. PURPOSE OF TRANSFER**

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use  
☐ Change nature of use ☐ Change period of use ☐ Other \_\_\_\_\_
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?  
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Transfer the place of use for water rights recently purchased to my property.

\_\_\_\_\_

\_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 11 2021

WATER RESOURCES  
WESTERN REGION

**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

**B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

| 1.                                                                          | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input checked="" type="checkbox"/> <input type="checkbox"/> | 67-250       | .4 CFS                | IRRIGATION    | 3/15 to 10/31 | Rush Creek         |
| <input checked="" type="checkbox"/> <input type="checkbox"/>                | 67-301       | .46 CFS               | IRRIGATION    | 3/15 to 10/31 | Rush Creek         |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights .86 cfs and/or  acre-feet.

2. Total amount of water proposed to be transferred or changed .86 cubic feet per second and/or  acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)  
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.  
 Label it Attachment #5.

| New ? | Lot | ¼ | ¼ | ¼ | Sec | Twp | Rge | County | Source | Local name or tag # |
|-------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

| Twp                              | Rge | Sec | NE ¼ |    |    |    | NW ¼ |    |    |    | SW ¼ |    |    |    | SE ¼ |     |    |     | Acre Totals |
|----------------------------------|-----|-----|------|----|----|----|------|----|----|----|------|----|----|----|------|-----|----|-----|-------------|
|                                  |     |     | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW  | SW | SE  |             |
| 15N                              | 03W | 35  |      |    |    |    |      |    |    |    |      |    |    |    | 18.6 |     |    | 2.2 | 20.8        |
| 15N                              | 03W | 35  |      |    |    |    |      |    |    |    |      |    |    |    | 11   | 4.3 |    | 14  | 29.3        |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     |             |
| Total Acres (for Irrigation use) |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |     |    |     | 50.1        |

STATE OF IDAHO  
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**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

**B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

| 1.                                                                          | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input checked="" type="checkbox"/> <input type="checkbox"/> | 67-250       | .4 CFS                | IRRIGATION    | 3/15 to 10/31 | Rush Creek         |
| <input checked="" type="checkbox"/> <input type="checkbox"/>                | 67-301       | .46 CFS               | IRRIGATION    | 3/15 to 10/31 | Rush Creek         |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights .86 cfs and/or  acre-feet.

2. Total amount of water proposed to be transferred or changed .86 cubic feet per second and/or  acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)  
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.  
 Label it Attachment #5.

| New<br>? | Lot | 1/4 | 1/4 | 1/4 | Sec | Twp | Rge | County | Source | Local name or tag # |
|----------|-----|-----|-----|-----|-----|-----|-----|--------|--------|---------------------|
|          |     |     |     |     |     |     |     |        |        |                     |
|          |     |     |     |     |     |     |     |        |        |                     |
|          |     |     |     |     |     |     |     |        |        |                     |
|          |     |     |     |     |     |     |     |        |        |                     |
|          |     |     |     |     |     |     |     |        |        |                     |

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

| Twp                              | Rge | Sec | NE 1/4 |    |    |    | NW 1/4 |    |    |    | SW 1/4 |    |    |    | SE 1/4 |    |    |    | Acre<br>Totals |
|----------------------------------|-----|-----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|----------------|
|                                  |     |     | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE |                |
| 15N                              | 03W | 35  |        |    |    |    |        |    |    |    |        |    |    |    | 37     | 11 |    | 24 | 72             |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
|                                  |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |                |
| Total Acres (for irrigation use) |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    | 72             |

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*Received 3/11/2021*

STATE OF IDAHO  
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**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 1 Continued**

## 5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

The diversion at the head of the ditch at Rush Creek has a waterman headgate and an electronic wier. If we need to be turned down or off it needs to be done at the headgate at Rush Creek. We will use tarps to backup the water to flood irrigate. This property has the last water right on this ditch. The ditch is also the natural drainage for the system.

- b. Who owns the property at the point(s) of diversion? Gary and Lorraine Farrens

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Idaho law says that we can follow the ditch up to the point of diversion. As long as gates are left as they are found, the Farrens have allowed for access to the headgate through their property.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

67-2189 is for the same land from a different source that may have reduced flows later in the irrigation season.  
67-15162 is for the same land from a different source that may have reduced flows later in the irrigation season.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,  
☐ ☒ currently leased to the Water Supply Bank,  
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or  
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe: