

SEP 03 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

Notice of Change in Water Right Ownership

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?
94-4180	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Jim Thorp

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

PMHP, LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

Mailing address

P.O. Box 2899 2901

City

Hayden

ID

State

83835

ZIP

Telephone

208-661-9787

Email

wbutta47@gmail.com

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: _____

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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☒ 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.

8. Signature:

PMHP, LLC/member

Signature of new owner/claimant

member.

Title, if applicable

8-28-2019

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by NS Date 9-13-19 Receipt No. N035611 Receipt Amt. \$25.00

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 _____ Processed by NS Date 9-13-19



WATER RIGHT REPORT

8/27/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 94-4180

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JIM THORP PO BOX 645 OSBURN, ID 83849 2087523443

Priority Date: 04/01/1948

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.12 CFS	
Total Diversion			0.12 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWNW Lt 2	Sec. 18	Township 48N	Range 04E	SHOSHONE County
GROUND WATER	SWNW Lt 2	Sec. 18	Township 48N	Range 04E	SHOSHONE County
GROUND WATER	SWNW Lt 2	Sec. 18	Township 48N	Range 04E	SHOSHONE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION SHOSHONE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
48N	04E	18	2	SWNW	2.6									
			3	NWSW	1.4									

Total Acres: 4

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. C04 Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.
3. P34 The remainder of this right was not claimed in the Coeur d Alene-Spokane River Basin Adjudication.
4. PIN Parcel Nos. RPC00000183820 and RPC00000183840

Dates:

Licensed Date:

Decreed Date: 02/15/2017

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Escrow No.: N-37580-JAH
Title No.: 577094

485035

WARRANTY DEED

FOR VALUE RECEIVED, **James J. Thorp, Trustee of the James Thorp Trust, a revocable trust, u/a February 14, 2012**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **PMHP, LLC, an Idaho Limited Liability Company**, Grantee, whose address is:

1372 E. Hofmeister Ct
Hayden, ID 83835

P.O. Box 2901

the following described premises, County of Shoshone, State of Idaho to-wit:

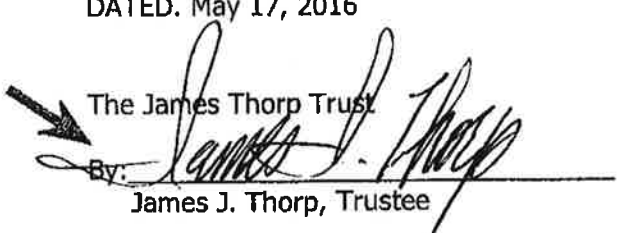
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART OF THIS WARRANTY DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

And that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. May 17, 2016

The James Thorp Trust

By: 

James J. Thorp, Trustee

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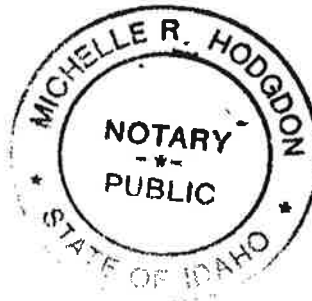
STATE OF IDAHO

)
)ss.
)

COUNTY OF SHOSHONE

On this 18th day of May, 2016, before me, the undersigned, a notary public in and for said state, personally appeared, James J. Thorp, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of the Trust for the benefit of The James Thorp Trust, a revocable trust, and acknowledged to me that he executed the same as Trustee.

Michelle R. Hodges
NOTARY PUBLIC
Residing at: Kellogg, ID
My Commission Expires: 7-12-2017



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EXHIBIT "A"

A tract of land lying and being in the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 18, Township 48 North, Range 4 E.B.M., Shoshone County, State of Idaho, more particularly described as follows:

BEGINNING at the Corner #1, a point on the North right of way line of U.S. Highway #10 which bears North 62°30' East, 130 feet from the West quarter corner of Section 18, Township 48 North Range 4 E.B.M., and running thence

North 10°16' East, 288.55 feet to Corner #2; thence

South 69°30' East, 495.00 feet to Corner #3; thence

South 10°00' West, 307.00 feet to Corner #4; a point on the North right of way line of U.S. Highway #10; thence

Along said right of way North 67°37' West, 500 feet to Corner #1 and the PLACE OF BEGINNING.

ALSO:

A tract of land on the Southwest quarter of the Northwest quarter of Section 18, Township 48 North, Range 4 E.B.M., located in the City of Osburn, County of Shoshone, State of Idaho, more particularly described as follows:

Using modified Idaho State Survey Coordinates, West Zone, (C.A.F.=1.0001652) and grid bearings (Delta Alpha angle = 0°11'17").

Beginning at Corner #1, a drill steel, (x=437, 213.85, y=2,130,359.60), from whence the Idaho Department of Highways Control Monument #13 (x=437,107.62, y=2,129,987.62) bears South 15°56'18" West, 386.85 feet; thence

North 78°56'43" West, 52.41 feet to Corner #2, a drill steel, identical with the Northeast corner of "Guerber Tract" as recorded in the records of Shoshone County, Book of Deeds 137, page 199; thence

On and along the Northerly boundary of said "Guerber Tract", North 69°18'49" West, 495.00 feet to Corner #3, a drill steel, identical with the Northwest Corner of said "Guerber Tract", thence on and along the Northerly boundary of a tract of land owned by the City of Osburn, (Tax #92), North 67°15'42" West, 110.46 feet to Corner #4, a drill steel, being on the Southerly right of way boundary of Interstate 90; thence On and along the Southerly right of way boundary of Interstate 90, South 86°00'00" East as found, (of record South 85°58'20" East) 477.60 feet, to Corner #5, a concrete right of way monument, with brass disc, marked P.C. 1799+37.17 Ek=1799+35.83ah; thence

On and along the Southerly right of way boundary of Interstate 90, (curve data at centerline is a 0°45' curve to the right, Delta=56°42'25", L=7560.93', R=7636.44', T=4122.66') to Corner #6, a drill steel, the longchord of which bears South 85°07'11" East, 224.31 feet; thence

On and along the Northwesterly boundary of Tract F (tax #9) of Silver Valley Broadcasting, Inc., South 74°56'10" West, 53.35 feet to Corner #7, a drill steel; which is identical with Corner #6 of said Tract F; thence

On and along the Westerly boundary of Tract F, South 11°13'33" West, 164.50 feet to Corner #1, a drill steel and the PLACE OF BEGINNING.

Together with

Portion of City of Osburn Property as described in warranty deed Book 91 Page 554 located in the city of Osburn, Section 18, Township 48 North, Range 4 East B.M., Shoshone County, Idaho; more particularly described as follows:

Beginning at a point from which the northwest corner of said Section 18 bears North 02°12'16" West a distance of 2427.76 feet and Sta 3721.60 30 Rt for U.S. Highway 1-90 Frontage Road bears South 76°35'49" West a distance of 594.77 feet;

Thence North 19°36'22" East a distance of 146.54 feet to a point;

Thence South 76°19'01" East a distance of 15.28 feet to a point;

Thence South 10°27'11" West (Shown of record as South 10°16'00" West) a distance of 152.23 feet to a point;

Thence North 67°15'49" West a distance of 39.47 feet to the true point-of beginning.

Also TOGETHER WITH that portion of Mullan Avenue former Highway U.S. 10 vacated by Resolution No. 2014-9 and recorded December 20, 2014 as Instrument No. 479557 described as follows:

That portion of Mullan Avenue former Highway U.S. 10 located in the city of Osburn, Section 18, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho and more particularly described as follows:

Beginning at a point from which the Northwest corner of Section 18 bears North 02°12'16" West a distance of 2427.76 feet and Sta 3721.60 Rt for U.S. Highway I-90 Frontage Road bears South 76°35'49" East a distance of 594.77 feet;

Thence North 19°26'22" East a distance of 8.99 feet to a point on the Northerly right of way of said Mullan Avenue former Highway U.S. 10;

Thence South 67°11'30" East along said right of way a distance of 545.03 feet to a point;

Thence South 10°11'11" West a distance of 78.91 feet to a point;

Thence North 67°11'30" West a distance of 558.92 feet to a point;

Thence North 19°36'22" East a distance of 68.13 feet to the true point of beginning.

Excepting therefrom that portion of Tax Parcels C00000183840 and C00000183820 as described in Instrument NO. 466600 located in the City of Osburn, Section 18, Township 48 North, Range 4 East, B.M. Shoshone County, Idaho, more particularly described as follows:

Beginning at a point on the southerly right of way of U.S. Highway I-90 from which the Northwest corner of said Section 18 bears North 02°10'25" West a distance of 2116.28 feet and Sta 3721.60 30Rt for U.S. Highway I-90 Frontage Road bears South 51°32'38" East a distance of 722.08 feet;

Thence South 86°80'08" East along said I-90 right of way a distance of 134.91 feet to a point;

Thence South 18°56'38" West a distance of 176.92 feet to a point;

Thence North 10°27'11" East (Shown of record as North 10°16'00" East) a distance of 136.32 feet to a point;

Thence North 67°15'42" West a distance of 110.46 feet to the true point of beginning.

Commonly known as: 300 Mullan Ave., Osburn, ID 83849

Instrument # 485035
WALLACE, SHOSHONE COUNTY, IDAHO
5-18-2016 02:00:00 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE CO.
PEGGY DELANIE-WHITE Fee: 10.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

2016 MAY 18 PM 2 40

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DEED OF TRUST

THIS DEED OF TRUST is made and effective this 18 day of May, 2016, by PMHP, LLC, an Idaho limited liability company with a mailing address of PO Box 2901, Hayden, Idaho 83835 (hereafter referred to as "GRANTOR"); FIRST AMERICAN TITLE COMPANY OF SHOSHONE COUNTY, 111 Main St, Kellogg, ID 83837, (hereafter referred to as "TRUSTEE"); and the JAMES THORP TRUST, a revocable trust, u/a February 14, 2012, James J. Thorp, Trustee, whose mailing address is PO Box 645, Oshburn, ID 83849, (hereafter referred to as "BENEFICIARY").

CONVEYANCE

GRANTOR does hereby grant, bargain and convey to TRUSTEE in trust for BENEFICIARY, with power of sale, all the real property and improvements located in Shoshone County, State of Idaho, (hereafter referred to as the "Subject Property"), more particularly described in **Exhibit "A"** attached and incorporated herein.

For purposes of compliance with Idaho Code § 45-1502, it is expressly stated and acknowledged that the Subject Property does not exceed eighty (80) acres in size.

TOGETHER WITH, all the estate, interest, right, title, claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which GRANTOR now has or may hereafter acquire in the above described real property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the property;

TOGETHER WITH, all interest, estate or other claims, both in law and in equity, which GRANTOR now has or may hereafter acquire in the Subject Property;

TOGETHER WITH, all easements, rights-of-way and other rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, all water rights, dock permits and development rights;

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon. The entire estate, property and interest hereby conveyed are hereafter collectively referred to as the "Subject Property."

THIS DEED OF TRUST is for the purpose of securing payment of indebtedness in the total principal amount of Five Hundred Thirty Seven Thousand Five Hundred Dollars (\$537,500.00) with interest thereon, as evidenced by that certain Promissory Note (the "Note") of even date herewith, which is payable to the order of BENEFICIARY, pursuant to the terms of the Note, and which by this reference is made a part hereof. The full debt of the Note, if not paid earlier, is due and payable on **May 1, 2026**.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

GRANTOR hereby covenants and warrants that

3. Maintenance, Repair, Alterations. GRANTOR agrees to keep the Subject Property in good condition, not to remove, demolish or substantially alter (except such alterations as may improve or increase the value of the Subject Property, or as may be required by laws, ordinances or regulations) any of the improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Subject Property and promptly restore in like manner any improvements which may be damaged or destroyed thereon, and to pay when due all undisputed claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Subject Property or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Subject Property, to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any state lease; and not to commit, suffer or permit any act to be done in or upon the Subject Property in violation of any law, ordinance or regulation.

4. Insurance. During the term of this Deed of Trust, GRANTOR shall maintain, in full force, at GRANTOR's own expense, a policy or policies of property damage and of comprehensive liability insurance, including property damage, written by one or more insurance companies licensed to do business in Idaho, which shall insure both GRANTOR and BENEFICIARY against loss of the Subject Property and liability for injury to persons or property and for the death of any person occurring in or about the Subject Property. GRANTOR shall cause certificates of insurance demonstrating GRANTOR's compliance with the foregoing requirement to be delivered to BENEFICIARY in a timely manner. After the happening of any casualty to the Subject Property or any part thereof, GRANTOR shall give prompt written notice thereof to BENEFICIARY. In the event of any damage or destruction of improvements on the Subject Property, GRANTOR shall have the option of applying all or part of any insurance proceeds to: (a) any indebtedness secured hereby and in such order as BENEFICIARY may determine, or (b) the restoration of the improvements.

5. Attorney's Fees; Subrogation; Waiver of Offset.

5.1. If GRANTOR breaches any term of this Deed of Trust or the Note, BENEFICIARY may employ an attorney or attorneys to protect BENEFICIARY's rights hereunder, and in the event of such employment the prevailing party shall be awarded attorney's fees and costs, whether or not an action is actually commenced against GRANTOR by reason of breach.

5.2. GRANTOR waives any and all right to claim or recover against BENEFICIARY, and BENEFICIARY's heirs, executors and assigns, for loss of or damage to GRANTOR, the Subject Property, GRANTOR's personal property or the personal property of others under GRANTOR's control from any cause insured.

5.3. All sums payable by GRANTOR hereunder shall be paid without notice, demand, suspension, deferment, diminution or reduction, and the obligations and liabilities of GRANTOR hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein.

6. Taxes and Assessments. GRANTOR agrees to pay or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or charges resulting from covenants, conditions and restrictions affecting the Subject Property, which are assessed or imposed upon the Subject Property, or become due and payable, and which create, may create or appear to create a lien upon the Subject Property. If requested

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private, affecting the Subject Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

8. Actions by TRUSTEE and/or BENEFICIARY to Preserve Subject Property. If GRANTOR fails to make or cause to be made any payment or fails to do or cause to be done any act required in the Note or this Deed of Trust, BENEFICIARY and/or the TRUSTEE, each in its own discretion, without obligation to do so and without notice to or demand upon GRANTOR and without releasing GRANTOR from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Any amounts so paid by the BENEFICIARY or TRUSTEE shall become part of the debt secured by this Deed of Trust or shall become immediately due and payable, together with interest from the date of expenditure at the highest rate allowed under the Note, at the option of the BENEFICIARY.

9. Appointment of Successor Trustee. In the event of dissolution or resignation of the TRUSTEE named herein, BENEFICIARY may appoint a substitute Trustee, and when such substitution has been filed for record in the office of the Recorder of the County in which the Subject Property is located, it shall be conclusive evidence of the appointment of such Trustee, and such new Trustee shall succeed to all of the powers and duties of the original Trustee.

10. Successors and Assigns. This Deed of Trust inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

11. Liens. GRANTOR shall pay and promptly discharge or cause to be paid and discharged, at GRANTOR's sole cost and expense, all liens, charges and encumbrances upon the Subject Property, or any part thereof or interest therein which have priority over this Deed of Trust.

12. Eminent Domain. Should the Subject Property, or any part thereof, or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("condemnation"), or should GRANTOR receive any notice or other information regarding such proceeding, GRANTOR shall give prompt written notice thereof to BENEFICIARY. BENEFICIARY shall be entitled to all compensation, awards and other payments or relief therefrom, and shall be entitled at BENEFICIARY's option to commence, appear in and prosecute in BENEFICIARY's name any action or proceedings. BENEFICIARY shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to GRANTOR (the "Proceeds") are hereby assigned to BENEFICIARY and GRANTOR agrees to execute such further assignments of the Proceeds as BENEFICIARY or the TRUSTEE may require, all such sums awarded or assigned to BENEFICIARY shall be credited against sums due and owing to BENEFICIARY by GRANTOR. GRANTOR shall be entitled to receive the balance of any Proceeds that exceed the amounts due under the Note at the time of payment of the Proceeds.

13. Hazardous Waste. GRANTOR shall take no action in violation of environmental or health laws or regulations in the use of the Subject Property. GRANTOR further agrees to indemnify BENEFICIARY for any and all depreciation of value to the Subject Property or loss or cost to BENEFICIARY related to any violation of any environmental or health law or regulation.

14. Events of Default. GRANTOR will be in default upon the occurrence of any of the following:

14.1. GRANTOR fails, after the expiration of any applicable grace period, to make any payment when due under the Promissory Note of even date herewith;

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receives written notice thereof from BENEFICIARY; provided, however, if the nature of the breach is such that it cannot reasonably be cured within twenty (20) days, the cure period shall be deemed extended for up to a total of thirty (30) days so long as GRANTOR is proceeding in good faith and with due diligence to cause such breach to be remedied;

- 14.4. GRANTOR's existence is terminated, or GRANTOR shall become insolvent or make a general assignment for the benefit of creditors;
- 14.5. a petition in bankruptcy is filed by GRANTOR, or against GRANTOR and is not dismissed within ninety (90) days of filing;
- 14.6. GRANTOR is adjudicated to be bankrupt;
- 14.7. any court of competent jurisdiction appoints a receiver or other custodian (permanent or temporary) for GRANTOR or GRANTOR's assets or property or any part thereof, whether or not consented to by GRANTOR, where possession of such assets or property is not restored to GRANTOR within ninety (90) days following such appointment;
- 14.8. any attachment, execution or other judicial seizure of substantially all of GRANTOR's assets takes place, which attachment, execution or judicial seizure is not discharged within ninety (90) days; or
- 14.9. upon the sale or transfer, without BENEFICIARY's prior written consent, which consent may be withheld by BENEFICIARY in its sole and absolute discretion, of any interest in the Subject Property.

15. Acceleration Upon Default, Additional Remedies. In the event of any default BENEFICIARY may declare all indebtedness secured hereby to be due and payable without any presentment, demand, protest or notice of any kind. Thereafter, BENEFICIARY may:

- 15.1. Commence an action to foreclose this Deed of Trust as a mortgage, in accordance with Idaho law;
- 15.2. Commence a Trustee's sale of the Subject Property under the Deed of Trust laws of the State of Idaho and seek a judgment for any deficiency; and
- 15.3. Proceed in any other remedy allowed in the State of Idaho.

16. Foreclosure by Power of Sale. Should BENEFICIARY elect to foreclose by exercise of the power of sale ("Trustee Sale") herein contained, BENEFICIARY shall notify the TRUSTEE and shall deposit with the TRUSTEE this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as the TRUSTEE may require. Upon receipt of such notice from BENEFICIARY, the TRUSTEE shall cause to be recorded and given such Notice of Default as then required by law. The TRUSTEE shall, without demand on GRANTOR, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Subject Property at the time and place of sale fixed in said Notice of Sale, either as a whole, or in separate lots or parcels or items as the TRUSTEE shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The TRUSTEE shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the Subject Property so sold, but without

17. Additional Security. As additional security, GRANTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said Subject Property, reserving unto GRANTOR the right prior to any default by GRANTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Subject Property or any part thereof, in BENEFICIARY's own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as BENEFICIARY may determine. The entering upon and taking possession of the Subject Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

18. Remedies Not Exclusive. The TRUSTEE and BENEFICIARY, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligation secured hereby and to exercise all rights and powers under this Deed of Trust or under the Note secured hereby or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the TRUSTEE's or BENEFICIARY's right to realize upon or enforce any other security now or hereafter held by BENEFICIARY or the TRUSTEE in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to the TRUSTEE or BENEFICIARY is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the TRUSTEE or BENEFICIARY and either of them may pursue inconsistent remedies.

19. Restoration of Former Positions. In case BENEFICIARY shall proceed to enforce any right under this Deed of Trust and the proceedings for enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to BENEFICIARY, then and in every such case BENEFICIARY, the TRUSTEE and GRANTOR shall, subject to any determination in such proceedings, severally and respectively be restored to their former positions and rights hereunder, and thereafter all rights and remedies and powers of BENEFICIARY and the TRUSTEE shall continue as though no such proceeding had been taken.

20. Governing Law and Interpretation. This Deed of Trust shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note or Deed of Trust conflicts with applicable laws, or with each other, such conflicts shall not affect other provisions which can be given effect without the conflicting provision, and to this end the provisions of the Note shall be construed as valid over any conflict with this Deed of Trust and each provision of the Note and this Deed of Trust or instruments executed by parties are declared to be severable. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine, and the singular number includes the plural. This instrument cannot be waived, changed, discharged or terminated, except by a written instrument signed by all parties hereto.

485036

IN WITNESS, the Grantor has executed this instrument on the date acknowledged below.

GRANTOR:
PMHP, LLC

By: The Wayne and Deborah Burton Family Trust, Managing Member

By: Wayne K. Burton, Trustee
Wayne K. Burton, Trustee

By: Deborah L. Burton, Trustee
Deborah L. Burton, Trustee

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18 day of May, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Wayne K. Burton and Deborah L. Burton, Trustees of the Wayne and Deborah Burton Family Trust, known or identified to me to be the Sole Managing Member of PMHP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same. WITNESS my signature and official seal.



Julie Hjelvik
Notary for the State of Idaho
Commission Expires: 9.28.2018
Residing Medewar

A tract of land lying and being in the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 18, Township 48 North, Range 4 E.B.M., Shoshone County, State of Idaho, more particularly described as follows:

BEGINNING at the Corner #1, a point on the North right of way line of U.S. Highway #10 which bears North 62°30' East, 130 feet from the West quarter corner of Section 18, Township 48 North Range 4 E.B.M., and running thence

North 10°16' East, 288.55 feet to Corner #2; thence

South 69°30' East, 495.00 feet to Corner #3; thence

South 10°00' West, 307.00 feet to Corner #4; a point on the North right of way line of U.S. Highway #10; thence

Along said right of way North 67°37' West, 500 feet to Corner #1 and the PLACE OF BEGINNING.

ALSO:

A tract of land on the Southwest quarter of the Northwest quarter of Section 18, Township 48 North, Range 4 E.B.M., located in the City of Osburn, County of Shoshone, State of Idaho, more particularly described as follows:

Using modified Idaho State Survey Coordinates, West Zone, (C.A.F.=1.0001652) and grid bearings (Delta Alpha angle = 0°11'17").

Beginning at Corner #1, a drill steel, (x=437, 213.85, y=2,130,359.60), from whence the Idaho Department of Highways Control Monument #13 (x=437,107.62, y=2,129,987.62) bears South 15°56'18" West, 386.85 feet; thence

North 78°56'43" West, 52.41 feet to Corner #2, a drill steel, identical with the Northeast corner of "Guerber Tract" as recorded in the records of Shoshone County, Book of Deeds 137, page 199; thence

On and along the Northerly boundary of said "Guerber Tract", North 69°18'49" West, 495.00 feet to Corner #3, a drill steel, identical with the Northwest Corner of said "Guerber Tract", thence on and along the Northerly boundary of a tract of land owned by the City of Osburn, (Tax #92), North 67°15'42" West, 110.46 feet to Corner #4, a drill steel, being on the Southerly right of way boundary of Interstate 90; thence On and along the Southerly right of way boundary of Interstate 90, South 86°00'00" East as found, (of record South 85°58'20" East) 477.60 feet, to Corner #5, a concrete right of way monument, with brass disc, marked P.C. 1799+37.17 Ek=1799+35.83ah; thence

On and along the Southerly right of way boundary of Interstate 90, (curve data at centerline is a 0°45' curve to the right, Delta=56°42'25", L=7560.93', R=7636.44', T=4122.66') to Corner #6, a drill steel, the longchord of which bears South 85°07'11" East, 224.31 feet; thence

On and along the Northwesterly boundary of Tract F (tax #9) of Silver Valley Broadcasting, Inc., South 74°56'10" West, 53.35 feet to Corner #7, a drill steel; which is identical with Corner #6 of said Tract F; thence

On and along the Westerly boundary of Tract F, South 11°13'33" West, 164.50 feet to Corner #1, a drill steel and the PLACE OF BEGINNING.

Together with

Portion of City of Osburn Property as described in warranty deed Book 91 Page 554 located in the city of Osburn, Section 18, Township 48 North, Range 4 East B.M., Shoshone County, Idaho; more particularly described as follows:

Beginning at a point from which the northwest corner of said Section 18 bears North 02°12'16" West a distance of 2427.76 feet and Sta 3721.60 30 Rt for U.S. Highway 1-90 Frontage Road bears South 76°35'49" West a distance of 594.77 feet;

Thence North 19°36'22" East a distance of 146.54 feet to a point;

Thence South 76°19'01" East a distance of 15.28 feet to a point;

Thence South 10°27'11" West (Shown of record as South 10°16'00" West) a distance of 152.23 feet to a point;

Thence North 67°15'49" West a distance of 39.47 feet to the true point-of beginning.

Also TOGETHER WITH that portion of Mullan Avenue former Highway U.S. 10 vacated by Resolution No. 2014-9 and recorded December 20, 2014 as Instrument No. 479557 described as follows:

That portion of Mullan Avenue former Highway U.S. 10 located in the city of Osburn, Section 18, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho and more particularly described as follows:

Beginning at a point from which the Northwest corner of Section 18 bears North 02°12'16" West a distance of 2427.76 feet and Sta 3721.60 Rt for U.S. Highway I-90 Frontage Road bears South 76°35'49" East a distance of 594.77 feet;

Thence North 19°26'22" East a distance of 8.99 feet to a point on the Northerly right of way of said Mullan Avenue former Highway U.S. 10;

Thence South 67°11'30" East along said right of way a distance of 545.03 feet to a point;

Thence South 10°11'11" West a distance of 78.91 feet to a point;

Thence North 67°11'30" West a distance of 558.92 feet to a point;

Thence North 19°36'22" East a distance of 68.13 feet to the true point of beginning.

Excepting therefrom that portion of Tax Parcels C00000183840 and C00000183820 as described in Instrument NO. 466600 located in the City of Osburn, Section 18, Township 48 North, Range 4 East, B.M. Shoshone County, Idaho, more particularly described as follows:

Beginning at a point on the southerly right of way of U.S. Highway I-90 from which the Northwest corner of said Section 18 bears North 02°10'25" West a distance of 2116.28 feet and Sta 3721.60 30Rt for U.S. Highway I-90 Frontage Road bears South 51°32'38" East a distance of 722.08 feet;

Thence South 86°80'08" East along said I-90 right of way a distance of 134.91 feet to a point;

Thence South 18°56'38" West a distance of 176.92 feet to a point;

Thence North 10°27'11" East (Shown of record as North 10°16'00" East) a distance of 136.32 feet to a point;

Thence North 67°15'42" West a distance of 110.46 feet to the true point of beginning. 4 8 5 0 3 6

Commonly known as: 300 Mullan Ave., Osburn, ID 83849

Instrument # 485036

WALLACE, SHOSHONE COUNTY, IDAHO

6-18-2016 02:41:00 PM No. of Pages: 8

Recorded for: FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE Fee: 31.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

2016 MAY 18 PM 2 41



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D'ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 13, 2019

PMHP LLC
PO BOX 2901
HAYDEN ID 83835-2901

Re: Change in Ownership for Water Right No(s): 94-4180

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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 me at (208) 762-2800.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)