

RECEIVED

JUL 14 2017

WATER RESOURCES
WESTERN REGION

RECEIVED

JUL 10 2017

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

PD

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-23773			

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of **\$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

D. L. Evans BankP.O. Box 87Twin Falls, ID 83303Phone 208-736-9300

Email _____

4. Name of Water Right Owner/Claimant(s)

Tracy N Trunnell, Sharon L Trunnell

5. Expiration Date of Notification Period

03/22/2018

6. Is this a Renewal of Request for Notification?

☐ YES☒ NO

7. Signature(s) of Security Interest Holder(s)



Title, if applicable

Loan Central Supervisor**For Office Use Only**Received by DM

Date

7-10-2017

Receipt No.

5036219

Fee

\$50-

Processed by AJ

Date

WR

Date

8/9/17

\$25.00

RECORDATION REQUESTED BY:

D. L. Evans Bank
Caldwell Branch
919 Blaine Street
Caldwell, ID 83605

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Caldwell Branch
919 Blaine Street
Caldwell, ID 83605

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

SEND TAX NOTICES TO:

Tracy N. Trunnell
Sharon L. Trunnell
27990 Fern Lane
Wilder, ID 83676

617892

2017-010673	
RECORDED	
03/23/2017 03:09 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=7 EHOWELL	\$28.00
TYPE: MTG D OF T	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated March 22, 2017, among Tracy N. Trunnell and Sharon L. Trunnell, husband and wife ("Grantor"); D. L. Evans Bank, whose address is Caldwell Branch, 919 Blaine Street, Caldwell, ID 83605 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company of Canyon County, whose address is 610 South Kimball Avenue, Caldwell, ID 83605 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Canyon County, State of Idaho:

Parcel 1:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The North line of the Southeast Quarter of Section 8, Township 4 North, Range 5 West, Boise Meridian, derived from found monuments and taken as North 89° 40' 50" East with the distance between monuments found to be 2633.86 feet.

BEGINNING at a point on the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West, Boise Meridian from which the Center 1/4 of said Section 8 bears South 89° 40' 50" West a distance of 967.01 feet. Thence leaving said North line South 00° 04' 08" West a distance of 109.78 feet; thence South 53° 34' 44" East a distance of 178.24 feet; thence South 37° 25' 25" East a distance of 192.73 feet; thence North 89° 40' 50" East to a point on the East line of the Northwest Quarter of the Southeast Quarter a distance of 89.06 feet; thence along said East line South 00° 04' 08" West to the Southeast 1/16 corner of said Section 8 a distance of 968.38 feet; thence along the South line South 89° 39' 23" West to the Center South 1/16 corner of said Section 8 a distance of 1,319.03 feet; thence along the West line of said Northwest 1/4 of the Southeast 1/4 North 00° 09' 32" East to said Center 1/4 corner a distance of 1,339.07 feet; thence along the North line of said Northwest Quarter of the Southeast Quarter North 89° 40' 50" East a distance of 967.01 feet to the POINT OF BEGINNING.

PARCEL 2:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

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Caldwell, ID 83605

WHEN RECORDED MAIL TO:

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Sharon L. Trunnell
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Wildier, ID 83676

617892

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CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Canyon County, State of Idaho:

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BEGINNING at a point on the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 4 North, Range 5 West, Boise Meridian from which the Center 1/4 of said Section 8 bears South 89° 40' 50" West a distance of 967.01 feet. Thence along said North line

The Real Property or its address is commonly known as 28249 Fern Lane; 0 Fern Lane, Wilder, ID 83676. The Real Property tax identification number is 36742000 0; 36742010 0.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

2017-005181

RECORDED

02/09/2017 03:06 PM



00280924201700051810020022

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 HCRETAL

\$13.00

DEED

TRACY N TRUNNELL

QUITCLAIM DEED

For Value Received

Alice C. Roberson

do hereby convey, release, remise and forever quit claim unto

Tracy N. Trunnell and Sharon L. Trunnell H/W

whose address is

27990 Fern Ln. Wilder, ID

the following described premises, to-wit:

See attached legal description

together with their appurtenances.

Dated:

Alice C. Roberson

State of ID County of Canyon

On this 10th day of Feb in the year of 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Alice C. Roberson known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Deanna Brock

Residing at: 309 S. 9th Ave Caldwell

Commission Expires: 2-3-2022

DEANNA BROCK
NOTARY PUBLIC
STATE OF IDAHO

**LEGAL DESCRIPTION FOR
ALVIN ROBERSON
PARCEL 2**

A parcel of land located in the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

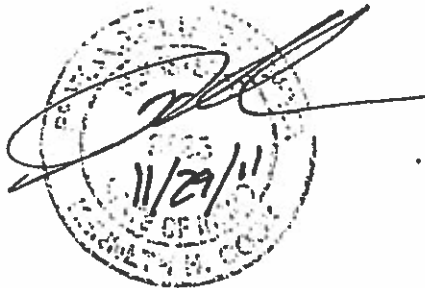
The North line of the Southeast 1/4 of Section 8, Township 4 North, Range 5 West, Boise Meridian, derived from found monuments and taken as North 89°40'50" East with the distance between monuments found to be 2633.86 feet.

BEGINNING at a point on the North line of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 4 North, Range 5 West, Boise Meridian from which the Center 1/4 of said Section 8 bears South 89°40'50" West a distance of 967.01 feet.
thence along said North line North 89°40'50" East to the Center East 1/16 corner of said Section 8 a distance of 349.92 feet;
thence along the East line of said Northwest 1/4 of the Southeast 1/4 South 00°04'08" West a distance of 370.11 feet;
thence leaving said East line South 89°40'50" West a distance of 89.06 feet;
thence North 37°25'25" West a distance of 192.73 feet;
thence North 53°34'44" West a distance of 178.24 feet;
thence North 00°04'08" East a distance of 109.78 feet to the **POINT OF BEGINNING**.

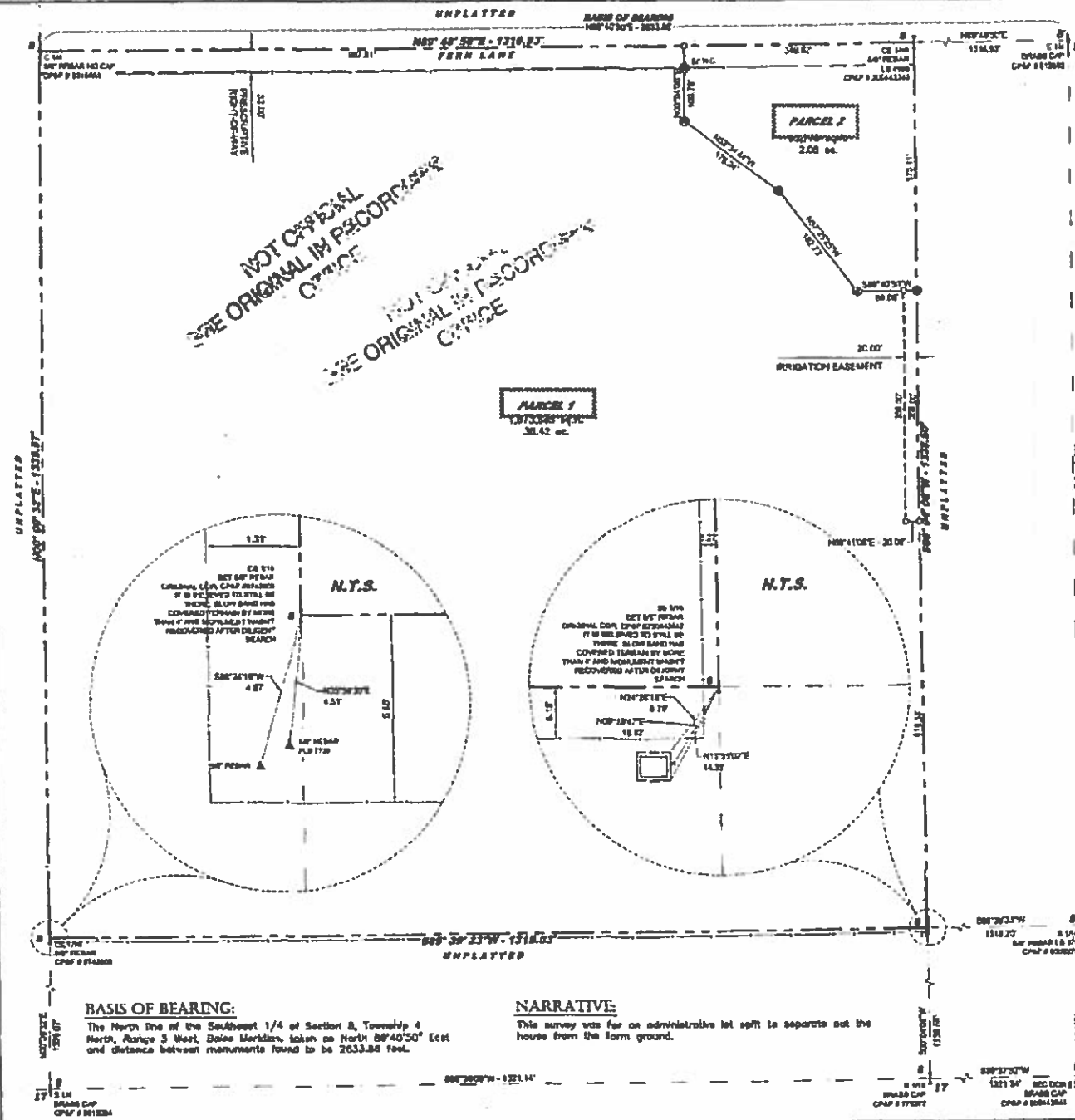
Said Parcel containing 90,773 square feet or 2.08 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



INSTRUMENT NO 2011047281



BASIS OF BEARING:

The North line of the Southeast 1/4 of Section 8, Township 4 North, Range 5 West, Boise Meridian, taken as North 88°40'50" East and distance between monuments found to be 2633.88 feet.

NARRATIVE:

This survey was for an administrative lot split to separate out the house from the farm ground.



401 PARSONS WAY, SUITE 200, BOISE, IDAHO 83721
P: 208-341-5677 F: 208-341-5677
JETS INC. 2004
R4331.1 OF 1
INSTR. NO. 450-B-2-6-01-112



Legend

-  ESPA
-  GCDB Township/Range
-  GCDB Section
-  GCDB Quarter-Quarter
-  Counties

0 1,050 2,100 4,200 6,300 8,400 Feet



NOTICE

THESE DOCUMENTS ARE INTENDED FOR A GENERAL PURPOSE AND SHOULD NOT BE RELIED UPON FOR DETERMINING PROPERTY BOUNDARIES AND CURRENT PROPERTY OWNERSHIP. ANY USE OF THESE DOCUMENTS FOR OTHER THAN A GENERAL PURPOSE, OR ANY USE OF THESE DOCUMENTS FOR ANY OTHER PURPOSE, IS AT THE USER'S RISK. THE ASSESSOR'S OFFICE ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR ANY OTHER LOSS OR DAMAGE TO ANY PROPERTY OR ANY OTHER LOSS OR DAMAGE TO ANY PROPERTY.

1	2	3
4	5	6
7	8	9

CANYON COUNTY
IDAHO

Legend

- AIRPORT RIGHT-OF-WAY LINE
- HYDROLOGICAL BOUNDARY LINE
- HYDROLOGICAL FEATURE (NON BOUNDARY)
- INTERSTATE RIGHT-OF-WAY
- LEGAL DESCRIPTION ERROR OR DISCREPANCY
- PARCEL BOUNDARY LINE
- PLSS SECTION LINE
- PRESCRIPTIVE RIGHT-OF-WAY (NON BOUNDARY)
- RAILROAD BOUNDARY LINE
- RAILROAD RIGHT-OF-WAY (NON BOUNDARY)
- RIGHT-OF-WAY BOUNDARY
- SHARPE RIVER OR BOISE RIVER BOUNDARY LINE
- SUBDIVISION BOUNDARY
- SUBDIVISION HYDROLOGICAL BOUNDARY
- SUBDIVISION RAILROAD BOUNDARY
- SUBDIVISION RIGHT-OF-WAY
- SUBDIVISION SECTION LINE
- TAX NUMBER LINE (NON BOUNDARY)
- MONUMENTS
 - Center of Section
 - One-sixteenth Corner
 - Quarter Corner
 - Section Corner
- LAKE LOWELL
- SHARPE RIVER
- CAIDWELL
- GREENLEAF
- MELSA
- MIDDLETON
- NAMPA
- NOTUS
- PARMA
- STAR
- WILDER



SCALE 1 inch = 200 feet

0 250 500 750 1000

Last Update

04-03-2013

SEC. 08 T4N R5W

4N5W08





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 9, 2017

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Notice of Security Interest for Water Right No. 63-23773

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of correspondence adding security interest of the above referenced water rights to you. The Department has modified its records to reflect the change in security interest for the water rights, and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department or online at www.idwr.idaho.gov.

Please feel free to contact this office at 208-334-2190 if you have any questions regarding this matter.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Cc: TRACY N & SHARON L TRUNNELL
27990 FERN LN
WILDER ID 83676