

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
APR 10 2017
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?
65-22959	Yes ☒	SPLIT INTO 65-23694		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: James Rambow
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Rand C. Pollard Kelly R. Pollard
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 1641 Shire Ln. Emmett ID 836017
Mailing address City State ZIP
- (208) 365-3077 rpfiddler@aol.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: 9/21/2007 (1641 Shire); 9/19/2008 (1639 Shire)

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: Rand C. Pollard 3/31/17
Signature of new owner/claimant Title, if applicable Date
- Signature: Kelly R. Pollard 3/31/17
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AS Date 4/10/17 Receipt No. W045146 Receipt Amt. \$67.00

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 X Approved by AS Processed by AS Date 4/13/17

SUPPORT DATA

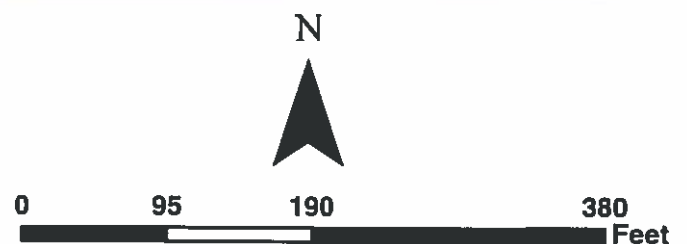
65-22959

Potential Overlap of Water Rights for Permit 65-22959



Legend

-  Emmett Irrigation District
-  65-12145 Place Of Use
-  65-22959 Place of Use



ADMINISTRATIVE INFORMATION

PARCEL NUMBER
RP06N02W014975
Parent Parcel Number

Property Address
1641 SHIRE LN
Neighborhood
120 Emmett Bench
Property Class
534 534 Res Impr on Cat 12
TAXING DISTRICT INFORMATION
Jurisdiction 23
Area 001
District 002-00

OWNERSHIP

POLLARD RAND C
POLLARD KELLY
1641 SHIRE LN
EMMETT, ID 83617-9192

06N 02W Sec 01 Tax0512
Section 01 Township 06N Range 02W Quarter Section SW
Tax Number 0512

Tax ID RP00308003

TRANSFER OF OWNERSHIP

Date		Doc #:
10/03/2007		262370 ✓
		\$414900
10/03/2007	BURNARD, JOHN R & LYDIA W TRST	Doc #: 262370
	BURNARD, JOHN R & LYDIA W TRSTE	\$414900
03/19/2007		Doc #: 258306
		\$0
03/19/2007	BURNARD, JOHN R & LYDIA W	Doc #: 258306
		\$0
11/22/2005		Doc #: 247546
		\$83500

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2011	01/01/2012	01/01/2013	01/01/2014	01/01/2015	01/01/2016	Worksheet
Reason for Change	02- Assessme	01- Revaluat	01- Revaluat	02- Assessme	02- Assessme	02- Assessme	
VALUATION	L 43400	27500	24920	33500	38500	41000	41000
Market Value	B 153760	194470	310100	328200	334420	334420	348170
	T 197160	221970	335020	361700	372920	375420	389170

Site Description

Topography:
Level
Public Utilities:
Electric
Street or Road:
Paved
Neighborhood:
Static
Zoning:
Legal Acres:
1.0000

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 12 Rural Res up to 1 Acre		1.0000		1.00	35000.00	35000.00	35000		35000
2 12+ Site improvements to Land	2S	0.0		0.00	6000.00	6000.00	6000	SV	6000

CONT: Contiguous Parcels
RP06N02W014975 1.000 Ac
RP06N02W014955 1.000 Ac
INFO: Misc. Information
'13: Added 886 SqFt of Living Area & imps removed in error for
2012 tr
RY17: Review Year 2017

Supplemental Cards

MEASURED ACREAGE 1.0000

Supplemental Cards

TRUE TAX VALUE 41000

Supplemental Cards
TOTAL LAND VALUE

41000

WARRANTY DEED

Order No.: AT-405056177

0132 NESW
Section 1 T6N R2W**FOR VALUE RECEIVED**

James William Rambow, as his sole and separate property,
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Sid Cook and Sharon J Cook, husband and wife,
whose current address is

802 W. Salesyard Road, Emmett, Idaho, 83617,

the grantee(s), the following described premises, in Gem County, Idaho, TO WIT:

TRACT I

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M., Gem County, Idaho, described as follows:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M.; thence
South $89^{\circ}26'09''$ East, 372.03 feet, along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence
South $00^{\circ}34'58''$ West, 225.75 feet to the REAL POINT OF BEGINNING; thence
South $89^{\circ}26'11''$ East, 193.76 feet; thence
South $01^{\circ}39'15''$ West, 227.35 feet; thence
North $89^{\circ}26'11''$ West, 189.51 feet; thence
North $00^{\circ}34'58''$ East, 227.31 feet to the REAL POINT OF BEGINNING.

TRACT II

TOGETHER WITH an ingress, egress and utility easement under, over and across a strip of land lying 40.00 feet East of and adjacent to the following described line:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M.; thence
South $89^{\circ}26'09''$ East, 372.03 feet, along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the POINT OF BEGINNING; thence
South $00^{\circ}34'58''$ West, 453.06 feet to the terminus of this easement.

TRACT III

TOGETHER WITH a utility and irrigation easement under and across that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M., Gem County, Idaho, lying 10.00 feet West of and adjacent to the following described line:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M.; thence
South $89^{\circ}26'09''$ East, 545.39 feet, along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the POINT OF BEGINNING; thence
South $23^{\circ}19'29''$ East, 58.30 feet; thence
South $01^{\circ}39'15''$ West, 632.39 feet to the terminus of this easement.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 6, 2005

James William Rambow
James William Rambow

State of Idaho

County of Gem

On this 9th day of September 2005, before me, a Notary Public in and for said state, personally appeared James William Rambow, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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



Lenore Mahler
Notary Public for the State of Idaho
Residing at: Emmett, Idaho
Commission Expires: 4/18/06

Instrument # 245713

EMMETT, GEM, IDAHO

2005-09-12

11:18:00 No. of Pages: 2

Recorded for: ALLIANCE TITLE & ESCROW

SUSAN K. HOWARD

Fee: \$0.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Judy Evans

7.13566

AFTER RECORDING MAIL TO:

John R. Burnard and Lydia W. Burnard
1641 Shire Lane
Emmett, ID 83617

Instrument # 247546

EMMETT, GEM, IDAHO

2005-11-22 09:27:51 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE COMPANY

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Fee: 9.00
Sue Spencer

WARRANTY DEED

File No.: **4104-713566 (JT)**

Date: **November 21, 2005**

For Value Received, **Sid Cook and Sharon J. Cook, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **John R. Burnard and Lydia W. Burnard, husband and wife**, hereinafter referred to as Grantee, whose current address is **1641 Shire Lane, Emmett, ID 83617**, the following described premises, situated in **Gem County, Idaho**, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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

Sid Cook

Sid Cook

Sharon J. Cook

Sharon J. Cook

APN: RP-00308003

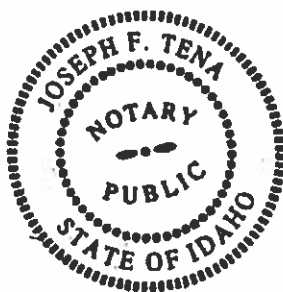
Warranty Deed
- continued

File No.: 4104-713566 (JT)
Date: 11/21/2005

STATE OF Idaho)
SS.
COUNTY OF Gem)

On this Twenty-first day of November, 2005, before me, a Notary Public in and for said State, personally appeared **Sid Cook and Sharon J. Cook**, known or identified to me to be the person(s) whose name S is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Joseph F. Tena
Notary Public for the State of Idaho
Residing at: Emmett, ID
My Commission Expires: 11-12-2010

EXHIBIT A

TRACT I:

That portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter; thence South 00°34'58" West, 225.75 feet to the Real Point of Beginning; thence South 89°26'11" East, 193.76 feet; thence South 01°39'15" West, 227.35 feet; thence North 89°26'11" West, 189.51 feet; thence North 00°34'58" East, 227.31 feet to the Real Point of Beginning.

TRACT II:

Together with an ingress, egress and utility easement under, over and across a strip of land lying 40.00 feet East of and adjacent to the following described line:

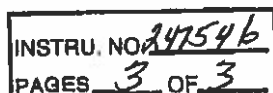
Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter to the Point of Beginning; thence South 00°34'58" West, 453.06 feet to the terminus of this easement.

TRACT III:

Together with a utility and irrigation easement under and across that portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho lying 10.00 feet West of and adjacent to the following described line:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 545.39 feet along the North line of said Northeast quarter of the Southwest quarter to the Point of Beginning; thence South 23°19'29" East, 58.30 feet; thence South 01°39'15" West, 632.39 feet to the terminus of this easement.

APN: RP-00308003



QUIT CLAIM DEED

FOR VALUE RECEIVED,

John R. Burnard and Lydia W. Burnard, Husband and Wife

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

John R. Burnard and Lydia W. Burnard Trustees, The Burnard Trust Dated
September 20, 1995.

Whose current address is: 1641 Shire Lane, Emmett, Idaho 83617

The following described premises, in Gem County, Idaho, TO WHIT:

SEE EXHIBIT 'A' ATTACHED HEREETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

DATED: 3-19-07

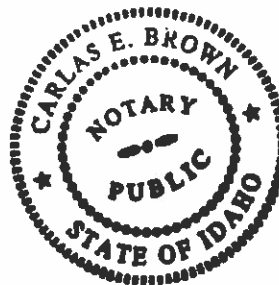
John R. Burnard, Trustee
JOHN R. BURNARD, Trustee

Lydia W. Burnard, Trustee
LYDIA W. BURNARD, Trustee

STATE OF IDAHO)
)ss.
COUNTY OF GEM)

On this 19th day of March, 2007, before me, the undersigned, a notary public in and for said state, personally appeared John R. Burnard and Lydia W. Burnard, known or proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Charles E. Brown
Notary Public
Residing In: Gem County
Expires: March 14, 2008



Instrument # 258306

EMMETT, GEM, IDAHO

2007-03-19 01:42:00 No. of Pages: 6

Recorded for : JOHN BURNARD

SHELLY GANNON

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: QUIT CLAIM DEED

APN: RP-00308003

Warranty Deed
- continued

File No.: 4104-713566 (JT)
Date: 11/21/2005

EXHIBIT A

TRACT I:

That portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter; thence South 00°34'58" West, 225.75 feet to the Real Point of Beginning; thence South 89°26'11" East, 193.76 feet; thence South 01°39'15" West, 227.35 feet; thence North 89°26'11" West, 189.51 feet;; thence North 00°34'58" East, 227.31 feet to the Real Point of Beginning.

TRACT II:

Together with an ingress, egress and utility easement under, over and across a strip of land lying 40.00 feet East of and adjacent to the following described line:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter to the Point of Beginning; thence South 00°34'58" West, 453.06 feet to the terminus of this easement.

TRACT III:

Together with a utility and irrigation easement under and across that portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho lying 10.00 feet West of and adjacent to the following described line:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence South 89°26'09" East, 545.39 feet along the North line of said Northeast quarter of the Southwest quarter to the Point of Beginning; thence South 23°19'29" East, 58.30 feet; thence South 01°39'15" West, 632.39 feet to the terminus of this easement.

APN: RP-00308003

CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY

TO WHOM IT MAY CONCERN:

On September 20th, 1995, John R. Burnard and Lydia Burnard, therein and herein referred to as "Grantors", established a trust naming John R. Burnard and Lydia Burnard as Trustees of this trust which is known as The BURNARD Trust. Any use of the word Grantor shall mean both Grantors hereafter.

The undersigned hereby confirm that the following constitutes a true and correct copy of certain provisions in said Trust Agreement, and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with any of the original Trustee or successor(s):

Trustee Succession

The Grantors appoint John R. Burnard and Lydia Burnard as Trustees hereunder.

The Grantors hereby appoint C. Jay Burnard, brother of John R. Burnard, as successor Trustee hereunder, to serve in the event of the death, physical or mental incapacity of both Grantors. Should the successor Trustee, C. Jay Burnard, be unable or unwilling to serve as Trustee, then the contingent successor Trustee shall be Andrea Delaney, the sister of John R. Burnard.

No bond or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or jurisdiction to the contrary.

The condition of incapacity of the Grantor must be certified by two state board certified physicians, one of which is the Grantor's own personal physician. In the case that a Trustee is being replaced due to incapacity, that condition must be certified by two state board certified physicians, one of which is the Trustee's own personal physician.

Directions Of Grantors

The Trustee shall hold, manage, invest and reinvest the trust fund, shall collect the income therefrom, and shall pay the net income and any part or all of the principal thereof to whomever either Grantor from time to time may direct in writing. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually and thereafter shall be held, administered and disposed of as part thereof.

Individual Trustee Power

As long as either Grantors, John R. Burnard and Lydia Burnard, are living and are acting as Trustees of this trust, either one shall be able to sign as a Trustee under the trust, and transact any and all business without the signature of the other. The statement of either Grantor/Trustee that he or she is acting according to this section shall fully protect all persons dealing with a Grantor as a Trustee.

Should either Grantor die or otherwise decline or be unable to serve as Trustee of this trust, then the surviving Grantor shall serve as the sole Trustee.

Right To Revoke Or Amend

Either Grantor reserves the right, at any time and from time to time, and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Agreement or any trust created hereunder, or to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such revocation or change signed by both Grantors if both Grantors are also Trustees. If one of the Grantors is deceased, physically or mentally incapable of acting as Trustee, then it shall take the consent of only the remaining Grantor. Any such change,

however, shall not increase the obligations, or reduce the commissions, of the Trustee without the consent of the Trustee. Upon any such revocation, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property.

Any changes, modifications or alterations of the trust documents must be made by the Grantor personally. A "power of attorney" may not be used for any amendments requiring a change to be signed by the Grantor.

Grantors Special Powers

Either Grantor reserves the power and right during the life of either Grantor to collect any rent, interest or other income which may accrue from the trust fund and, in the Grantor's sole discretion, to accumulate such income as a trust asset or to pay such income to either Grantor individually and not in any fiduciary capacity. Either Grantor further reserves the power and right during life of either Grantor to mortgage or pledge all or any part of the trust fund as collateral for any loan.

Powers Of Trustee

In the administration of any property, real or personal, at any time forming a part of the trust fund, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments.
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable.
- (c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments.

The Grantors or either of them, acting as Trustees are specifically vested with the power and authority to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful.

- (d) To render liquid the trust fund or any trust created hereunder in whole or in part, at any time and from time to time, and to hold cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.
- (e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.
- (f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or Trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or

other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

(g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities.

(h) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee.

(i) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust fund or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable.

(j) To borrow money for any purpose from any source, including any Trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

(k) To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefore, and except in the case of a trust for which the marital deduction is allowable in determining the Federal estate tax payable by the Grantors, to advance any income of the trust for the amortization of any mortgage on property held in the trust. As used herein the term "mortgage" includes mortgages, deeds of trust, mortgage deeds and all similar instrument.

(l) To make distribution of the trust fund or of the principal of any trust created hereunder in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, without regard to the income tax basis of the property distributed to any beneficiary of any trust.

(m) To allocate receipts and disbursements of the trust fund between income and principal as the Trustee in its discretion may determine.

(n) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers. No party to any such instruments or writings shall be obligated to inquire into its validity.

(o) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Third Parties Not Responsible For Administration

This trust is created with the express understanding that each bank at which an account is maintained shall have no responsibility or liability whatsoever to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to any account by any Trustee hereunder, the bank shall conclusively treat the transferee as the sole owner of such account. Until the bank shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the bank shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The bank shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

This trust is created with the express understanding that each issuer, transfer agent or custodian of any securities held hereunder shall have no responsibility or liability to see to the proper administration of this trust. Upon the transfer of the right, title and interest in and to such account by any Trustee hereunder, said issuer, transfer agent or custodian shall conclusively treat the transferee as the sole owner of such securities. Until the issuer, transfer agent or custodian shall receive from some person interested in this trust written notice of any death or other event upon which a right to receive income or principal may depend, the issuer, transfer agent or custodian shall incur no liability for payment made in good faith to persons whose interests shall have been affected by such event. The issuer, transfer agent or custodian shall be protected in acting upon any notice or other instrument or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.


 John R. Burnard
 Grantor


 Lydia Burnard
 Grantor

State of Arizona
 County of Maricopa

The Declaration of Trust and Certification of Trust Existence was acknowledged before me on September 20th, 1995, by John R. Burnard and Lydia Burnard.


 Notary Public
 My commission expires on



The Grantees herein have read and approved the following:
Title File No.: 100459

LTC1-1398C1MB

WARRANTY DEED

FOR VALUE RECEIVED

John R. Burnard and Lydia W. Burnard, Trustees, The Burnard Trust Dated September 20, 1995

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Rand Pollard and Kelly Pollard, husband and wife

GRANTEES(s), whose current address is: 1641 Shire Lane, Emmett, ID 83617
the following described real property in Gem County, State of Idaho,
more particularly described as follows, to wit:

See "Exhibit A" attached hereto and made a part hereof

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 21, 2007

John R. Burnard, Trustee
John R. Burnard, Trustee

Lydia W. Burnard, Trustee
Lydia W. Burnard, Trustee

State of New Mexico,

Dona Ana County, ss.

On this 25th day of September, in the year of 2007, before me the undersigned Notary Public in and for said State, personally appeared John R. Burnard & Lydia W. Burnard, known or identified to me as the person whose name(s) is/are subscribed to the within instrument as trustee(s) of the Burnard Trust Dated September 20, 1995, and acknowledged to me that he/she/they executed the same as such trustee(s).

Laurie Lakey
Residing at: Sao Lucas, New Mexico
My Commission Expires: December 28th, 2010

Lawyers Title of Treasure Valley



File No.: 100459

EXHIBIT A

TRACT I:

That portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho described as follows:
Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence
South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter; thence
South 00°34'58" West, 225.75 feet to the REAL POINT OF BEGINNING; thence
South 89°26'11" East, 193.76 feet; thence
South 01°39'15" West, 227.35 feet; thence
North 89°26'11" West, 189.51 feet; thence
North 00°34'58" East, 227.31 feet to the REAL POINT OF BEGINNING.

TRACT II:

Together with an ingress, egress and utility easement under, over and across a strip of land lying 40.00 feet East of and adjacent to the following described line:
Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence
South 89°26'09" East, 372.03 feet along the North line of said Northeast quarter of the Southwest quarter to the POINT OF BEGINNING; thence
South 00°34'58" West, 453.06 feet to the terminus of this easement.

TRACT III:

Together with a utility and irrigation easement under and across that portion of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho lying 10.00 feet West of and adjacent to the following described line:
Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 1, Township 6 North, Range 2 West, Boise Meridian; thence
South 89°26'09" East, 545.39 feet along the North line of said Northeast quarter of the Southwest quarter to the POINT OF BEGINNING; thence
South 23°19'29" East, 58.30 feet; thence
South 01°39'15" West, 632.39 feet to the terminus of this easement.

JB
flub

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
RP06N02W014955
Parent Parcel Number

Property Address
1639 SHIRE LN
Neighborhood
120 Emmett Bench
Property Class
532 532 Non Res Impr on Cat 12/15

TAXING DISTRICT INFORMATION

Jurisdiction 23
Area 001
District 002-00

OWNERSHIP

POLLARD RAND C
POLLARD KELLY
1641 SHIRE LN
EMMETT, ID 83617-9192
06N 02W Sec 01 Tax0511
Section 01 Township 06N Range 02W Quarter Section SW
Tax Number 0511

Tax ID RP00308006

Printed 03/02/2017 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date			
11/18/2008			Doc #: 269110
11/18/2008	DUTSON, MAX & MYRNA C	\$0	Doc #: 269110
09/23/2008		\$0	Doc #: 268328
09/23/2008	RAMBOW, JAMES WILLIAM	\$60000	Doc #: 268328
10/29/2004		\$60000	Doc #: 239724
		\$0	

RESIDENTIAL

VALUATION RECORD

Assessment Year		01/01/2011	01/01/2012	01/01/2013	01/01/2014	01/01/2015	01/01/2016	
Reason for Change		02- Assessme	01- Revaluat	01- Revaluat	02- Assessme	02- Assessme	02- Assessme	Worksheet
VALUATION	L	35700	20921	18410	26760	31630	34060	34060
Market Value	B	11850	19420	17590	17590	12420	12420	11060
	T	47550	40341	36000	44350	44050	46480	45120

Site Description

Topography:
Level
Public Utilities:
Electric
Street or Road:
Paved
Neighborhood:
Static
Zoning:
Legal Acres:
1.0000

LAND DATA AND CALCULATIONS

	Land Type	Rating Soil ID -or- Actual Frontage	Measured Acres -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
	1 12 Rural Res up to 1 Acre		0.9010		1.00	35000.00	37800.00	34060		34060
	2 19 Waste		0.0990		1.00	0.00	0.00	0		0

CONT: Contiguous Parcels
RP06N02W014975 1.000 Ac
RP06N02W014955 1.000 Ac
LAND: Land Information
Waste is 0.099 Ac Road was #3080.02 add N 25 ft
NC10: New Construction 2010
Fence, Hobby Stable, Lean-To (blt 2009) \$18,360. wm
RY16: Review Year 2016

Supplemental Cards

MEASURED ACREAGE 1.0000

Supplemental Cards

TRUE TAX VALUE 34060

Supplemental Cards
TOTAL LAND VALUE

34060

INSTRU. NO. 268328
PAGES 1 OF 2

Instrument # 268328

EMMETT, GEM, IDAHO
9-23-2008 10:56:37 No. of Pages: 2
Recorded for: ALLIANCE TITLE & ESCROW
SHELLY GANNON Fee: 6.00
Ex-Officio Recorder Deputy *Judy Evans*
Index to: WARRANTY DEED

WARRANTY DEED

Order No.: AT-4050809930

FOR VALUE RECEIVED

James William Rambow, as his sole and separate property,
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Rand C. Pollard and Kelly R. Pollard, husband and wife,
whose current address is

1641 Shire Lane, Emmett, Idaho, 83617,

the grantee(s), the following described premises, in Gem County, Idaho, TO WIT:

TRACT I

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M., Gem County, Idaho, described as follows:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M.; thence
South 89°26'09" East, 372.03 feet, along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$
to the REAL POINT OF BEGINNING; thence continuing
South 89°26'09" East, 173.36 feet, along said North line; thence
South 23°19'29" East, 58.30 feet; thence
South 01°39'15" West, 172.47 feet; thence
North 89°26'11" West, 193.76 feet; thence
North 00°34'58" East, 225.75 feet to the REAL POINT OF BEGINNING.

TRACT II

An ingress, egress and utility easement under, over and across a strip of land lying 40.00 feet east of and adjacent to the following described line:

Commencing at the northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, Boise Meridian;
Thence South 89°26'09" East, 372.03 feet, along the north line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, to the POINT OF BEGINNING;
Thence South 00°34'58" West, 225.75 feet to the terminus of this easement.

TRACT III

A utility and irrigation easement under and across that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M., lying 10.00 feet West of and adjacent to the following described line:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, B.M.; thence
South $89^{\circ}26'09''$ East, 545.39 feet, along the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the POINT OF BEGINNING; thence
South $23^{\circ}19'29''$ East, 58.30 feet; thence
South $01^{\circ}39'15''$ West, 632.39 feet to the terminus of this easement.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 19, 2008

James William Rambow
James William Rambow

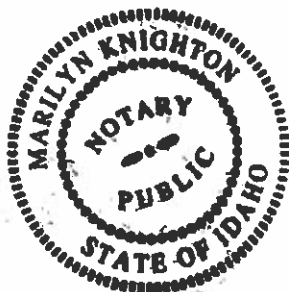
State of Idaho

}
} ss
}

County of Gem

On this 19 day of September 2008, before me, a Notary Public in and for said state, personally appeared James William Rambow, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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



Marilyn Knighton
Notary Public for the State of Idaho
Residing at Emmett
Commission Expires: 4-4-2011