

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 24 2016

Notice of Change in Water Right Ownership Department of Water Resources
Eastern 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?
5-7271 35-14475 35-7271 OH	Yes ☒	Yes ☐		Yes ☐	Yes ☐
35-11965 OH	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: ROSS BABB + DOUGLAS WILLIAMS
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ronald T. Inskeep Jr.
New owner(s) as listed on the conveyance document
- Mailing address: 3630 W 1400 S City: Abundant Name connector: ☐ and ☐ or ☐ and/or
State: ID ZIP: 83210
- 208 Telephone: 397-4672 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: 11/17/2015
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE #: 35-7271

8. Signature: Ronald T. Inskeep Jr. Title, if applicable: _____ Date: Feb 24, 2016
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 2/24/2016 Receipt No. E041856 Receipt Amt. \$125 -

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: [Signature] Processed by: KM Date: 7/21/2016

34149 KW
208226231G (Lender)

DIXIEHAW COUNTY RECORDER
BLACKFOOT, IDAHO
DEED OF TRUST
FEE 15.00 DEP ASP

433063

Key Bank of Idaho
American Falls Branch
P.O. Box 299
American Falls, Idaho 83211

'95 MAR 7 PM 3:51
RECORDED AT THE REQUEST OF

BORROWER		FIRST AMERICAN TITLE GRANTOR	
Ros: Babb Lois Babb		Lois Babb	
ADDRESS 1293 South 2700 West Aberdeen, Idaho 83210		ADDRESS 1293 South 2700 West Aberdeen, Idaho 83210	
TELEPHONE NO. 2083974422	IDENTIFICATION NO.	TELEPHONE NO. 2083974422	IDENTIFICATION NO.
TRUSTEE: First American title Co. 156 W Judicial P.O. Box 580 Blackfoot, Idaho 83221			

1. GRANT. Grantor hereby grants, assigns and conveys to Trustee, identified above, in trust for Lender, identified above, and with the power of sale, the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein, either located within an incorporated city or village at the date hereof, or containing not more than twenty (20) acres, together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

(a) this Deed of Trust and the following promissory notes and other agreements:

PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
\$5,000.00	02/22/95	02/22/00		1647864

(b) ☐ If checked, all other present or future, written or oral, agreements between Borrower or Grantor and Lender (whether incurred for the same or different purposes than the foregoing);

(c) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

3. FUTURE ADVANCES AND EXPENSES. This Deed of Trust shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$ 5,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by or described in this Deed of Trust. All covenants and agreements contained in this Deed of Trust shall be applicable to all future advances made by Lender to Borrower or Grantor under this future advance clause.

4. CONSTRUCTION PURPOSES: ☐ If checked, this Deed of Trust secures an indebtedness for construction purposes.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in, on, over, under or in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substance or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute, rule, regulation or ordinance. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust; and

(g) Grantor is the owner of the property and there are no defenses or offsets to this Deed of Trust.

6. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS. A sale, conveyance, lease, contract for deed or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), shall be a default under this Deed of Trust and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Deed of Trust, unless otherwise prohibited by federal law. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

7. **INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

8. **ASSIGNMENT OF RENTS.** To the extent not inconsistent with other assignments to Lender, Grantor hereby assigns to Lender the rents under each tenancy of the Property as security for the payment of the Obligations and grants to Lender the right to collect such rents and to apply the same to the Obligations. This right to continue until the Obligations are paid in full; provided that Lender waives the enforcement of this right until an event of default occurs. Grantor agrees to timely perform all of Grantor's obligations on all such tenancies. Grantor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Grantor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender.

9. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

10. **USE AND MAINTENANCE OF PROPERTY.** Grantor shall, at Grantor's sole cost and expense, take all actions and make any repairs needed to maintain the Property in good condition, including, but not limited to, any remedial action required pursuant to Environmental Law, ordinance, rule, regulation or government action. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

11. **LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property. No portion of the Property may be structurally altered, removed or demolished without the prior written consent of Lender.

12. **INSURANCE.** At all times that the Obligations are outstanding, Grantor shall maintain insurance with respect to the Property and improvements against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including but not limited to, insurance on the Property for its full value, but in no event in an amount less than the amount secured hereby, against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 23 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. All monies payable to Grantor from such insurance policies are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to rebuild and restore the Property.

13. **ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

14. **CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

15. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor will cooperate and assist Lender in any action hereunder.

16. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

17. **TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender to the extent permitted by law. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

18. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

19. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

20. **DEFAULT.** Grantor shall be in default under this Deed of Trust in the event that Grantor, Borrower or any guarantor of any Obligation:
- (a) fails to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Deed of Trust or any other present or future, written or oral, agreement;
 - (c) allows the Property to be damaged or destroyed in any material respect, lost or stolen or subjected to seizure or confiscation;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any debt instrument or guaranty to Lender;
 - (e) becomes insolvent, makes an assignment for the benefit of creditors, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named or has property taken under any writ or process of court;
 - (f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
 - (g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
 - (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property.

21. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to collect all of the rents, issues and profits of the Property from the date of default and thereafter;
- (e) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment and performance of the Obligations, or the existence of waste to the Property;
- (g) to foreclose this Deed of Trust;
- (h) to execute or cause Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the record of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale;
- (i) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (j) to exercise all other rights available to lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

22. **APPLICATION OF FORECLOSURE PROCEEDS.** After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

23. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein.

24. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

25. **POWER OF ATTORNEY.** Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

26. **SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

27. **COLLECTION COSTS.** Grantor agrees to pay to Lender, to the extent permitted by law, all costs and expenses incurred in collecting any amount due or enforcing any right or remedy under this Deed of Trust, including reasonable attorneys' fees (including representation in any bankruptcy proceedings), and collection costs.

28. **PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

29. **MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property.

30. **SUCCESSORS AND ASSIGNS.** This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

31. **NOTICES.** Any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and, in the case of any other means of delivery, such notice shall be deemed given when received by the person to whom such notice is being given.

32. **SEVERABILITY.** If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.

33. **APPLICABLE LAW.** This Deed of Trust shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction of any court located in such state.

34. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of these documents.

35. **JURY TRIAL WAIVER.** GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF THIS DEED OF TRUST OR THE PROPERTY SECURING THIS DEED OF TRUST.

36. ADDITIONAL TERMS.

Pursuant to Idaho Code Section 9-505(5), a promise or commitment to lend money or to grant or extend credit in an original principal amount of \$50,000 or more shall be made in writing or the agreement is invalid.

* Trustor Ross Babb executes this Deed of Trust in order to subordinate and make junior to this Deed of Trust all his right, title, and interest, if any, in and to the real property described herein and to comply with the provisions of Idaho Code #55-1007, relating to Homesteads.*

* Ross Babb

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust.

Dated: February 22, 1995

GRANTOR:

Ross Babb
Ross Babb

GRANTOR:

Lois Babb
Lois Babb

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

INDIVIDUAL NOTARY

STATE OF IDAHO

County of _____

Power

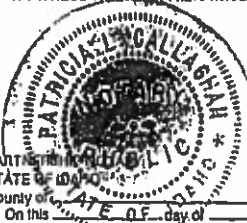
On this 22nd day of February, 1995 ss.

Ross Babb and Lois Babb

before me, the undersigned notary public in and for said State, personally appeared _____ known or identified to me to be the person(s)

whose name(s) is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same.

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



Patricia L. Callaghan

Notary Public for Idaho
Residing at: American Falls, Idaho

Commission expires: 9-14-98

PARTNERSHIP NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____ ss.

before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be one of the partners in the partnership of _____ and the partner who subscribed said partnership name on the within foregoing instrument, and acknowledged to me that _____ executed the same in said partnership name.

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

Notary Public for Idaho
Residing at: _____

Commission expires: _____

CORPORATE NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____ ss.

before me, the undersigned notary public in and for said state, personally appeared _____ and _____, known or identified to me to be the _____ of _____, and the _____ of _____, of _____, the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

Notary Public for Idaho
Residing at: _____

Commission expires: _____

SCHEDULE A

The street address of the Property (if applicable) is: 1293 SOUTH 2700 WEST
ABERDEEN, ID 83210

The legal description of the Property is:
TOWNSHIP 5 SOUTH, RANGE 31 E.B.M., BINGHAM COUNTY, IDAHO, SECTION 3;
W1/2SW1/4 LYING WEST OF THE CANAL.

SCHEDULE B

433063

This instrument was prepared by: **Key Bank of Idaho**

After recording return to Lender.

450244

Escrow #: 48647AKE

Approved by: *RLF*

WARRANTY DEED

FOR VALUE RECEIVED, LOIS BABB, AN UNMARRIED PERSON

the Grantor(s), do(es) hereby grant, bargain, sell, and convey unto RICKY L. FARRENS, AN UNMARRIED PERSON

the Grantee(s), whose address is 1293 S. 2700 W., ABERDEEN, ID 83210

(Mailing Address), 1293 S. 2700 W., ABERDEEN, ID 83210

the following described premises, situated in BINGHAM County, Idaho:

(Property Address),

Part of Section 3, Township 5 South, Range 31 E.B.M., Bingham County, Idaho, described as:

Beginning at a point on the E. line of a county road that is N. 88°19'00" E. 21.95 feet along the Section line from the SW corner of said Section 3, and running thence N. 88°19'00" E. 148.62 feet; thence along the Westerly bank of the Aberdeen Springfield canal the next 5 calls N. 76°02'43" E. 240.61 feet; thence N. 46°13'08" E. 197.57; thence N. 11°06'04" E. 141.57 feet; thence N. 03°51'46" E. 108.04 feet; thence N. 05°37'25" E. 121.55 feet; thence leaving said canal bank S. 88°16'46" W. 584.15 feet along a fence line; thence S. 01°19'44" E. 549.38 feet along said road right-of-way to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s) and Grantee(s) heirs, successors, and assigns forever. The Grantor(s) do(es) hereby covenant and warrant to and with the Grantee(s) that the Grantor(s) is/are the owner(s) in fee simple of such premises; that such premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject; those set forth in Pioneer Title Company Title of Bannock County, Commitment No. 48647AKE, dated November 25, 1996; those made, suffered, assumed, or created by the Grantee(s); reservations, restrictions, dedications, covenants, easements of record or use; rights of parties in possession, encroachments, overlaps, boundary-line disputes, or other matters that would be disclosed by an accurate survey or inspection of the property; rights-of-way and agreements, if any, of record; general taxes and assessments (including irrigation and utility assessments, if any, for the current year) that are not yet due and payable; and that the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

DATED this 18 day of December, 1996.

Lois Babb
LOIS BABB

STATE OF IDAHO

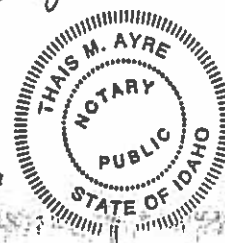
County of BANNOCK

ss

On this 18 day of December, 1996, before me, the undersigned, personally appeared LOIS BABB known or identified to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Thais M. Ayre
Notary Public
Residing at: Chubbuck, Idaho
Commission Expires: 2/27/2001



450244

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

573841

BLACKFOOT, ID-710
FEE 10.50 DEP 1.50

2006 NOV -7 PM 4:44

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 175217-B (Id)

Date: October 19, 2006

For Value Received, **Ricky L Farrens, an unmarried person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Rick Farrens, an unmarried man**, hereinafter called the Grantee, whose current address is **1293 South 2700 West, Aberdeen, ID 83210**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Part of Section 3, Township 5 South, Range 31 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the E. line of a county road that is N. 88°19'00" E. 21.95 feet along the Section line from the SW corner of said Section 3, and running thence N. 88°19'00" E. 148.62 feet; thence along the Westerly bank of the Aberdeen Springfield canal the next 5 calls N. 76°02'43" E. 240.61 feet; thence N. 46°13'08" E. 197.57; thence N. 11°06'04" E. 141.57 feet; thence N. 03°51'46" E. 108.04 feet; thence N. 05°37'25" E. 121.55 feet; thence leaving said canal bank S. 88°16'46" W. 584.15 feet along a fence line; thence S. 01°19'44" E. 549.38 feet along said road right-of-way to the point of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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.

Date: 10/19/2006

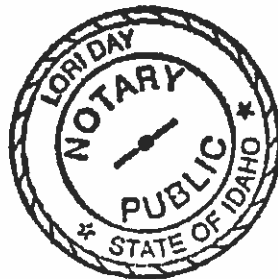
Warranty Deed
- continued

File No.: 175217-B (Id)


Ricky L Farrens

STATE OF Idaho)
)
) ss.
COUNTY OF Bingham)

On this **19th day of October, 2006**, before me, a Notary Public in and for said State, personally appeared **Ricky L Farrens**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

573841

RECORDING REQUESTED BY

3020710140-S

WHEN RECORDED MAIL TO

SAXON MORTGAGE SERVICES, INC.
4708 MERCANTILE DRIVE
FORT WORTH, TX 76137

Instrument # 592019

BINGHAM COUNTY

2008-03-14

04:07:39 No. of Pages: 4

Recorded for : ALLIANCE TITLE & ESCROW

SARA J. STAUB

Fee: 12.00

Ex-Officio Recorder Deputy 7

Trustee's Sale No: 02-FMG-50089



TRUSTEE'S DEED

PIONEER LENDER TRUSTEE SERVICES, LLC, as Successor Trustee under the Deed of or Transfer in Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to **SAXON MORTGAGE SERVICES, INC.**, (herein called Grantee), whose address is 4708 MERCANTILE DRIVE, FORT WORTH, TX 76137, all of the real property situate in the County of BINGHAM, State of Idaho, described as follows:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between RICK FARRENS, UNMARRIED MAN, as Grantor(s), to FIRST AMERICAN TITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 10/19/2006, recorded 11/7/2006, under Instrument No. 573842, Mortgage records of BINGHAM County, IDAHO, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

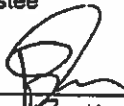
- (a) Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 587615, BINGHAM County, Idaho Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 590805, Instrument No. 590806, and Instrument No. 590807, BINGHAM County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- (d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale, and of all other notices have been complied with.

*Re-recorded as Instrument #587653

- (e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
- (f) Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the \$51,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

DATED: 3/7/2008.

PIONEER LENDER TRUSTEE SERVICES, LLC
Trustee

By 

RONALD W. JANTZEN, VP
(Name) (Title)

STATE OF _____)
COUNTY OF _____) ss.

On 3/7/2008, before me a Notary Public in and for said State, personally appeared _____, known and identified to me to be the _____ of the corporation who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTARY PUBLIC in and for the State of _____
residing at: _____
My commission expires: _____

LEGAL DESCRIPTION

Part of Section 3, Township 5 South, Range 31 E.B.M., Bingham County, Idaho, described as:
Beginning at a point on the E. line of a county road that is N. 88°19'00" E. 21.95 feet along
the Section line from the SW corner of said Section 3, and running thence N. 88°19'00" E.
148.62 feet; thence along the Westarty bank of the Aberdeen Springfield canal the next 5
calls N. 76°02'43" E. 240.61 feet; thence N. 46°13'08" E. 197.87; thence N. 11°06'04" E.
141.57 feet; thence N. 03°51'46" E. 108.04 feet; thence N. 05°37'25" E. 121.55 feet; thence
leaving said canal bank S. 88°16'46" W. 584.15 feet along a fence line; thence S. 01°19'44"
E. 549.38 feet along said road right-of-way to the point of beginning.

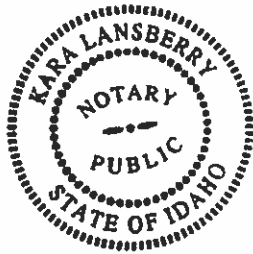
ACKNOWLEDGEMENT - LIMITED LIABILITY COMPANY

STATE OF IDAHO)

)ss.

COUNTY OF ADA)

On this 7 day of March in the year 2008, before me, the undersigned, a Notary Public in and for the said state, personally appeared **Ronald W. Jantzen**, known to me to be the Vice President, of PIONEER LENDER TRUSTEE SERVICES, LLC, a Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said Company and acknowledged to me that the company 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.



Kara Lansberry
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT: BOISE, IDAHO
EXPIRATION DATE: 10/30/2012

592019

Instrument # 594990

BINGHAM COUNTY
5-30-2008 12:53:41 No. of Pages: 2
Recorded for : ALLIANCE
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy

SPECIAL WARRANTY DEED

Order No.: AT-3020811232-B

FOR VALUE RECEIVED

Saxon Mortgage Services, Inc, an Idaho Corporation

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Douglas D Williams,

whose current address is

614 W Riverton Road Blackfoot, ID 83221

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

Part of Section 3, Township 5 South, Range 31 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the East line of a County Road that is North 88 19'00" East 21.95 feet along the Section line from the SW corner of said Section 3, and running thence North 88 19'00" East 148.62 feet; thence along the Westerly Bank of the Aberdeen-Springfield Canal the next 5 calls North 76 02'43" East 248.61 feet; thence North 46 13'08" East 197.57 feet; thence North 11 06'04" East 141.57 feet; thence North 03 51'46" East 108.04 feet; thence North 05 37'25" East 121.55 feet; thence leaving said Canal Bank South 88 16'46" West 584.15 feet along a fence line; thence South 01 19'44" East 549.38 feet along said road right-of-way to the point of Beginning.

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 no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such.

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

Dated: MAY 12, 2008

Saxon Mortgage Services, Inc

By: [Signature]
Alicia Leamon, Assistant Vice President

State of Colorado

County of Jefferson

On this 12 day of MAY, 2008, before me, a Notary Public in and for said state, personally appeared Alicia Leamon, Assistant Vice President known to me to be the _____ of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she/they executed the foregoing in said Corporation name and acknowledged to me that said corporation executed same; ~~known to me to be the _____ of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she/they executed the foregoing in said Corporation name and acknowledged to me that said corporation 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.

AMANDA L HENRY-NIEBUR
Notary Public
State of Colorado

[Signature]
Notary Public for the State of Colorado
Residing at: Jefferson County
Commission Expires: 10-29-2011

Order No.: «TitlNbr»

**LEGAL DESCRIPTION
EXHIBIT 'A'**

«Detailed_Legal»

**Part of Section 3, Township 5 South, Range 31 East, Boise Meridian, Bingham County, Idaho,
described as:**

**Beginning at a point on the East line of a County Road that is North 88°19'00" East 21.95 feet along
the Section line from the SW corner of said Section 3, and running thence North 88°19'00" East
148.62 feet; thence along the Westerly Bank of the Aberdeen-Springfield Canal the next 5 calls
North 76°02'43" East 240.61 feet; thence North 46°13'08" East 197.57 feet; thence North 11°06'04"
East 141.57 feet; thence North 03°51'46" East 108.04 feet; thence North 05°37'25" East 121.55 feet;
thence leaving said Canal Bank South 88°16'46" West 584.15 feet along a fence line; thence South
01°19'44" East 549.38 feet along said road right-of-way to the Point of Beginning.**

594990

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Instrument # 672134
BINGHAM COUNTY, IDAHO
2015-11-20 12:06:19 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$13.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **569792-P (mc)**

Date: **November 17, 2015**

For Value Received, **Douglas D. Williams, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Ronald J. Inskeep, Jr., a single person**, hereinafter called the Grantee, whose current address is **3030 W. 1400 S., Aberdeen, ID 83210**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PART OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 31 EAST, BOISE MERIDIAN BINGHAM COUNTY, IDAHO, DESCRIBED AS:

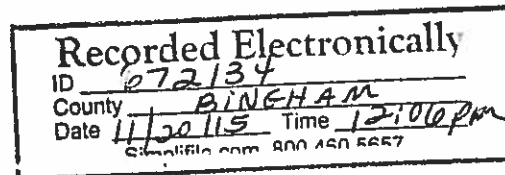
BEGINNING AT A POINT ON THE EAST LINE OF A COUNTY ROAD THAT IS NORTH 88°19'00" EAST 21.95 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 88°19'00" EAST 148.62 FEET; THENCE ALONG THE WESTERLY BANK OF THE ABERDEEN SPRINGFIELD CANAL THE NEXT 5 CALLS NORTH 76°02'43" EAST 240.61 FEET; THENCE NORTH 46°13'08" EAST 197.57; THENCE NORTH 11°06'04" EAST 141.57 FEET; THENCE NORTH 03°51'46" EAST 108.04 FEET; THENCE NORTH 05°37'25" EAST 121.55 FEET; THENCE LEAVING SAID CANAL BANK SOUTH 88°16'46" WEST 584.15 FEET ALONG A FENCE LINE; THENCE SOUTH 01°19'44" EAST 549.38 FEET ALONG SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 569792-P (mc)

Date: November 17, 2015

For Value Received, **Douglas D. Williams, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Ronald J. Inskeep, Jr., a single person**, hereinafter called the Grantee, whose current address is **3030 W. 1400 S., Aberdeen, ID 83210**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PART OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 31 EAST, BOISE MERIDIAN BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF A COUNTY ROAD THAT IS NORTH 88°19'00" EAST 21.95 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 88°19'00" EAST 148.62 FEET; THENCE ALONG THE WESTERLY BANK OF THE ABERDEEN SPRINGFIELD CANAL THE NEXT 5 CALLS NORTH 76°02'43" EAST 240.61 FEET; THENCE NORTH 46°13'08" EAST 197.57; THENCE NORTH 11°06'04" EAST 141.57 FEET; THENCE NORTH 03°51'46" EAST 108.04 FEET; THENCE NORTH 05°37'25" EAST 121.55 FEET; THENCE LEAVING SAID CANAL BANK SOUTH 88°16'46" WEST 584.15 FEET ALONG A FENCE LINE; THENCE SOUTH 01°19'44" EAST 549.38 FEET ALONG SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

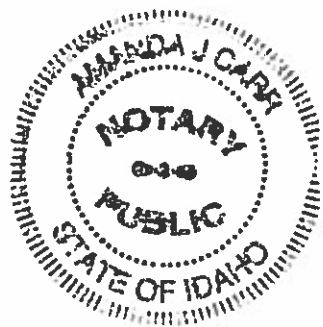
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

Douglas D. Williams
Douglas D. Williams

STATE OF Idaho)
SS.

COUNTY OF Bingham)

On this 19th day of November, 2015, before me, a Notary Public in and for said State, personally appeared **Douglas D. Williams**, 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.



Amanda Carr
Notary Public for the State of Idaho
Residing at: Blackfoot, ID.
My Commission Expires: 10/21/2017



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 22, 2016

Ronald Inskeep JR
3030 W 1400 S
Aberdeen ID 83210

RE: Change of Ownership for Water Rights 35-7271 (Split into 35-7271 & 35-14475) & 35-11965
(No Split Required)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

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 deliberately abandoned or 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 Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Water District 120
Aberdeen American Falls Ground Water District