

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 79747

This is to certify that: HOLLY HANNAH ONG AND
RAYMOND ZACHARY ONG
6310 LITTLE FREEZEOUT RD
CALDWELL, ID 83607

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-33517	WR/DECREED	9/29/1978	1.740 cfs	481.9 af	N/A	107.1	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-33517	YES	YES	NO	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-33517	63-34027	0.060 cfs	15.8 af	N/A	3.5	63-33517	1.680 cfs	466.1 af	N/A	103.6
COMBINED TOTALS		0.060 cfs	15.8 af	N/A	3.5		1.68 cfs	466.1 af	N/A	103.6

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 10th day of May, 2016.


Chief, Water Allocation Bureau

SUPPORT DATA

Transfer No. 79747

IN FILE # 63-33517

WATER RIGHT NO. 63-33517
As Modified by Transfer No. 79747

In accordance with the approval of Transfer No. 79747, Water Right No. 63-33517 is now described as follows:

Right Holder: CARLOS L POST
 331 BITTERBRUSH LN
 REXFORD, MT 59930-9715

Priority Date: 9/29/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	03/15	to 11/15	1.680 cfs	466.1 af
STOCKWATER	01/01	to 12/31	0.100 cfs	5.2 af
			1.680 cfs	466.1 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSENE Sec 36 Twp 06N Rge 03W GEM County

PLACE OF USE: IRRIGATION

				NE				NW				SW				SE				Totals
Twp	Rng	Sec		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36		15.0	3.6	22.5	40.0									22.5				103.6

POU Total Acres: 103.6

PLACE OF USE: STOCKWATER

				NE				NW				SW				SE				Totals
Twp	Rng	Sec		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36		X	X	X	X									X				

CONDITIONS OF APPROVAL

- Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
- The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 04/29/2009.

Transfer No. 79747

WATER RIGHT NO. 63-34027
As Modified by Transfer No. 79747

In accordance with the approval of Transfer No. 79747, Water Right No. 63-34027 is now described as follows:

Right Holder: RAYMOND ZACHARY ONG AND
 HOLLY HANNAH ONG
 6310 LITTLE FREEZEOUT RD
 CALDWELL, ID 83607

Priority Date: 9/29/1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	03/15	to 11/15	0.060 cfs	15.8 af
			0.060 cfs	15.8 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWNE Sec 36 Twp 06N Rge 03W GEM County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36			3.5														3.5

POU Total Acres: 3.5

CONDITIONS OF APPROVAL

1. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
4. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
5. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 04/29/2009.

Transfer No. 79747

WATER RIGHT NO. 63-34027
As Modified by Transfer No. 79747

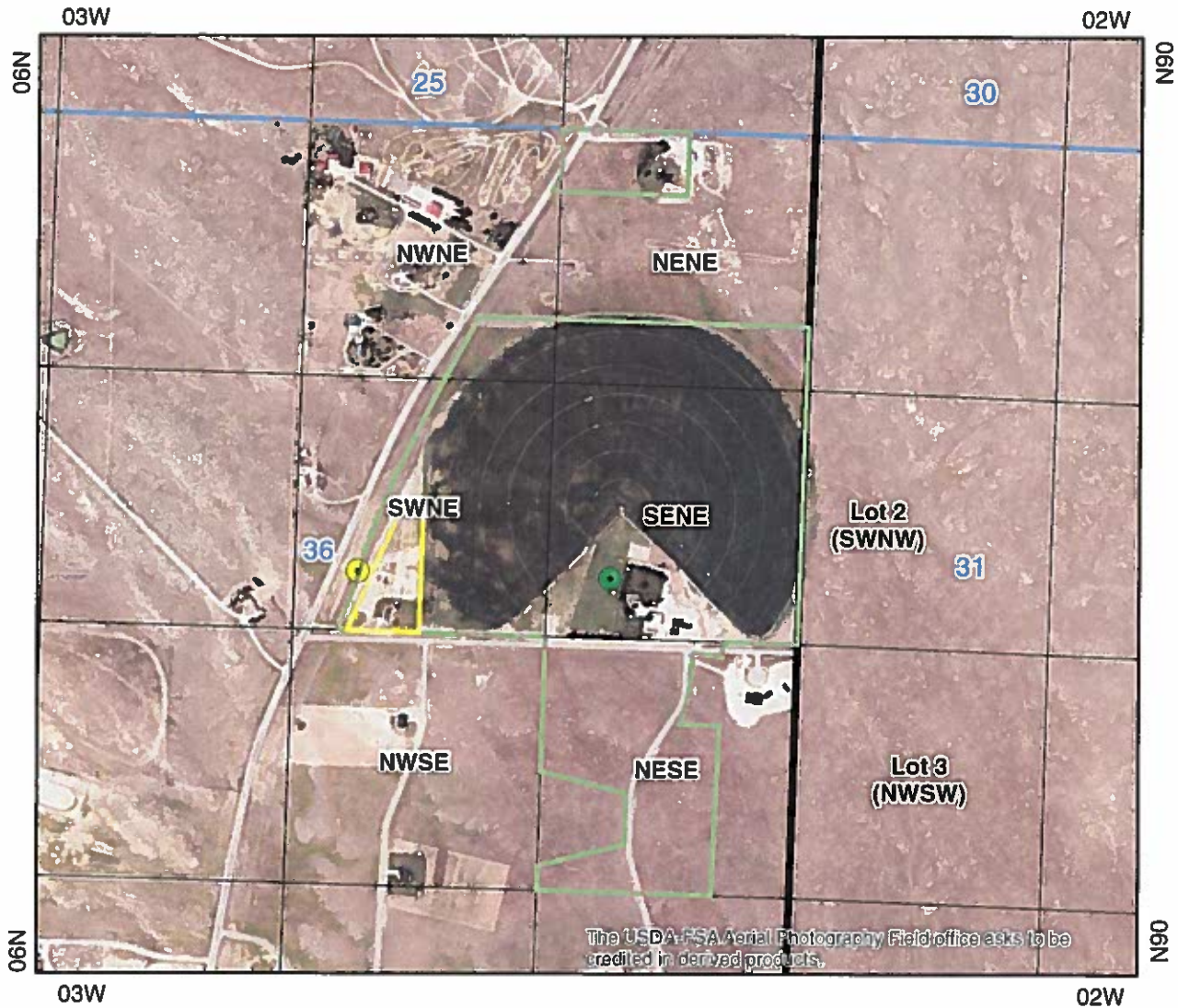
CONDITIONS OF APPROVAL

6. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.



State of Idaho
Department of Water Resources
Attachment to Application for Transfer
79747

This map depicts the IRRIGATION place of use boundary for this transfer at the time of this approval and is attached to the approval document solely for illustrative purposes.



-  63-33517 Point of Diversion
-  63-33517 Place of Use
-  63-34027 Point of Diversion
-  63-34027 Place of Use
-  Townships
-  PLS Sections

0 0.1 0.2 0.4 Miles



RECEIVED

42-222 P&P 09/14

DEC 31 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN DIVISION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the Application for Transfer Instructions for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☐ Ownership change ☒ Ownership split

1. APPLICANT(S) R Zack Ong and Holly H Ong Phone 20898993912. MAILING ADDRESS 6310 Little Freezeout Rd City CaldwellState Idaho Zip 83607 Email ong.zack@gmail.com

☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.

☒ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.

☒ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

☐ 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.

☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 63-33517

☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, Water Right Transfers, Step 1, or by contacting any Department office.

4. TOTAL AMOUNT OF WATER transferred is .10 cubic feet per second and/or 20.0 acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, Water Right Transfers, Online Resources.

New?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
Y		SW	SW	NE	36	6N	3W	Gem	Groundwater	D0025477

6. GENERAL INFORMATION

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

There will be a well to service the irrigation needs of a closed drip irrigation and sprinkler irrigation system.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

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

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** - ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. The Map Tool, available at maps.idwr.idaho.gov/TransferApplicationLayouts/ provides a satisfactory template for creating the required map.

8. **SIGNATURE** - The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

R Zack Ong
Signature of applicant or authorized agent

R Zack Ong
Print name and title if applicable

11/6/14
Date

Holly H Ong
Signature of applicant or authorized agent

Holly H Ong
Print name and title if applicable

11/6/14
Date

9. **FEE** - ☒ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, Water Right Transfers, Step 4 and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes 21 pages of attachments.

Received by J. Strange

Date 12-31-14

Fee paid \$300.00 Date 12-31-14

Received by J. Strange

Receipt # W0427H

Preliminary review by kw

Date 3-24-15

Active in the Water Supply Bank? Yes ☐ No ☒

W-9 received? Yes ☐ No ☐ Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 - confidential information is held by fiscal only)

\$200.00 = transfer App.
\$100.00 = ownership change

CONSENT OF LIENHOLDER

Nationstar Mortgage LLC ("Lienholder") hereby consents to the request to obtain water rights of the land described on the legal description attached to this Consent as Exhibit A. Request being made by Raymond Zachary Ong and Holly Hannah Ong, owners of said land.

SIGNED AND EXECUTED this 28th day of April, 2014.

Lienholder:

By: Jennifer Gannon

Name: Jennifer Gannon

Title: Assistant Secretary

STATE OF Nebraska
COUNTY OF Scotts Bluff

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Gannon, Assistant Secretary of Nationstar Mortgage LLC, known to me to be the persons name is subscribed to the foregoing instrument, and who acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of April, 2014.

NOTARY :

Printed Name: Paul A Curtis

Commission Expires: July 24, 2017

Paul A Curtis
NOTARY PUBLIC IN AND FOR SAID STATE



Form No. 1068-2
ALTA Plain Language Commitment

INSTRU. NO. 226096
PAGES 2 OF 2

Policy No.: 4108-30980
3 of 14

Exhibit "A"

Real property in the County of Gem, State of Idaho, described as follows:

This parcel is a portion of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho and is more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
North 89°46'35" East along the South boundary of said Southwest quarter of the Southwest quarter of the Northeast quarter a distance of 107.53 feet to a point on the Southeasterly right of way of the Emmett Highway and also being 25.00 feet from the centerline of said highway; thence
North 21°55'53" East parallel with and 25.00 feet Southeasterly of said centerline a distance of 714.39 feet to a point on the North boundary of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
North 89°47'30" East along said North boundary a distance of 291.35 feet to the Northeast corner of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
South 0°11'04" East along the East boundary of said Southwest quarter of the Southwest quarter of the Northeast quarter a distance of 661.57 feet to the Southeast corner of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
South 89°46'35" West along the South boundary of said Southwest quarter of the Southwest quarter of the Northeast quarter a distance of 560.31 feet to the TRUE POINT OF BEGINNING.

Except a 100.00 foot strip of land deeded to the Idaho Northern Railway Company, Limited by deed recorded July 21, 1903 in Book 9 of Deeds at Page 629, records of Gem County, Idaho and also as set forth in Warranty Deed from Carlos L. Post and Laura E. Post to Andrew D. Elison and Melodi Elison recorded March 21, 2000 as Instrument No. 210659.

TOGETHER with and subject to an Ingress, egress and irrigation easement over and across the South 100.00 feet of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, as described in Instrument No. 130158, records of Gem County, Idaho.

Tax Parcel Number: RP-00396419

First American Title

Instrument # 295613

EMMETT, GEM, IDAHO

2014-01-17 03:03:58 PM No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$16.00
Ex-Officio Recorder Deputy SStewart
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Raymond Zachary Ong and Holly Hannah Ong
6310 Little Freezeout Road
Caldwell, ID 83605

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

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Federal Home Loan Mortgage Corporation, organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of Texas, grantor, does hereby Grant, Bargain, Sell and Convey unto

Raymond Zachary Ong and Holly Hannah Ong, husband and wife

whose address is: **6310 Little Freezeout Road, Caldwell, ID 83607**
grantee, the following described real estate, to-wit:

LEGAL DESCRIPTION: Real property in the County of Gem, State of Idaho, described as follows:

See legal description attached here to and made a part here of

APN:

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

APN:

Corporate Deed-Special
- continued

File No.: 4101-2132431 (PJN)
Date: 10/28/2013

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this ~~Twenty-ninth~~ **30th** day of October, 2013.

Federal Home Loan Mortgage Corporation

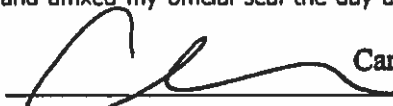
By: National Default REO Services, a
Delaware Limited Liability Company
dba First American Asset Closing
Services ("FAACS"), as attorney in fact
and/or agent


Justin Jung
By: Authorized Signature

STATE OF Texas)
SS.
COUNTY OF Dallas)

On this 30 day of October, 2013, before me, a Notary Public in and for said State, personally appeared Justin Jung, known or identified to me to be the **authorized signature for National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS")**, of the Corporation, which has the Power of Attorney to sign on behalf of **Federal Home Loan Mortgage Corporation** and acknowledged to me that such corporation 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.


Caroline Spinelli
Notary Public for the State of Texas
Residing at: Dallas, TX
My Commission Expires: 6/11/17

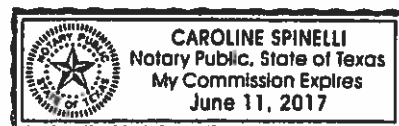


EXHIBIT A

This parcel is a portion of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho and is more particularly described as follows:

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North 89°47'30" East along said North boundary a distance of 291.35 feet to the Northeast corner of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
South 0°11'04" East along the East boundary of said Southwest quarter of the Southwest quarter of the Northeast quarter a distance of 661.57 feet to the Southeast corner of said Southwest quarter of the Southwest quarter of the Northeast quarter; thence
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Except a 100.00 foot strip of land deeded to the Idaho Northern Railway Company, Limited by deed recorded July 21, 1903 in Book 9 of Deeds at Page 629, Records of Gem County, Idaho and also as set forth in Warranty Deed from Carlos L. Post and Laura E. Post to Andrew D. Elison and Melodi Elison recorded March 21, 2000 as Instrument No. 210659.

Together with and subject to an ingress, egress and irrigation easement over and across the South 100.00 feet of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho as described in Instrument No. 130158, records of Gem County, Idaho.



New POD

63-33517 POD

Little Freeze-Out Rd

© 2013 Google

Imagery Date: 10/5/2012 43°48'53.89" N 116°38'04.6

After Recording Return To:

AMERICAN FINANCIAL RESOURCES
9 SYLVAN WAY
PARSIPPANY, NEW JERSEY 07054
Loan Number: 1108671

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA CASE NO.

121-3216311-703

MIN: 100336300000993003

MERS Phone: 888-679-6377

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 16, 2014
The grantor is RAYMOND ZACHARY ONG AND HOLLY HANNAH ONG, HUSBAND AND WIFE

("Borrower").

The trustee is FIRST AMERICAN TITLE AND ESCROW COMPANY
9465 WEST EMERALD STREET, BOISE, IDAHO 83704

("Trustee").

The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

PINNACLE CAPITAL MORTGAGE CORPORATION DBA LEGACY LENDING GROUP
("Lender")

is organized and existing under the laws of

and has an address of 1759 S MILLENNIUM WAY SUITE 100, MERIDIAN, IDAHO 83642

Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 00/100 Dollars (U.S. \$ 102,116.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2044 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in GEM County, Idaho:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
A.P.N.: RP00396419

which has the address of 6310 LITTLE FREEZEOUT ROAD

CALDWELL	, Idaho	83607	("Property Address"):
[City]		[Zip Code]	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium; SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; THIRD, to interest due under the Note; FOURTH, to amortization of the principal of the Note; and FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as Trustee) for services rendered and charging of the fee is permitted under applicable law.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

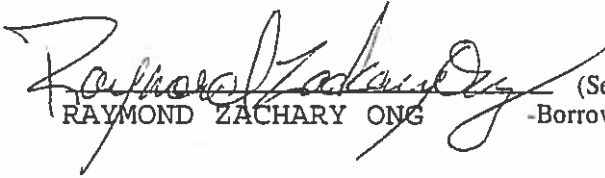
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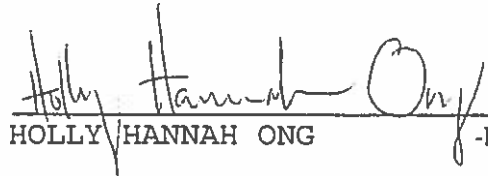
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|---|--|--|
| ☐ Condominium Rider | ☐ Graduated Payment Rider | ☐ Growing Equity Rider |
| ☐ Planned Unit Development Rider | ☐ Adjustable Rate Rider | ☐ Rehabilitation Loan Rider |
| ☐ Non-Owner Occupancy Rider | ☒ Other [Specify] <u>Manufactured Home Rider,</u>
<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> | |

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UNDER IDAHO LAW, ANY PROMISE BY THE BANK TO GRANT OR EXTEND EXISTING CREDIT TO YOU MUST BE IN WRITING TO BE LEGALLY BINDING UPON THE BANK IF THE ORIGINAL AMOUNT OF SUCH CREDIT IS \$50,000 OR MORE.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal)
RAYMOND ZACHARY ONG -Borrower

 (Seal)
HOLLY HANNAH ONG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

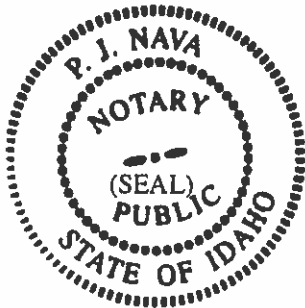
(Space Below This Line For Acknowledgment)

State of IDAHO)
County of PJN ADA) ss.
GEM)

On this 16 day of January, in the year of 2014, before me,
P. J. Nava, personally appeared

RAYMOND ZACHARY ONG AND HOLLY HANNAH ONG

known or identified to me (or proved to me on the oath of _____),
to the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed
the same.



[Signature]
Notary Public

My commission expires on: 7/16/19

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right 63-33517

10/21/2013

Owner Type **Name and Address**
 Current Owner CARLOS L POST
 PO BOX 93
 INDIAN VALLEY, ID 83632
 (208)355-4800

Priority Date: 9/29/1978
Basis: Decreed
Status: Active
Water Supply Bank Status: Active

Source
 GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	1.820 CFS	506.7 AF
STOCKWATER	01/01	12/31	0.120 CFS	6.1 AF
<u>Total Diversion</u>			1.820 CFS	506.7 AF

Source and Point(s) of Diversion
 GROUND WATER SWSENE Sec. 36, Twp 06N, Rge 03W, GEM County

Place Of Use
 IRRIGATION within GEM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36	15.0	3.6	26.0	40.0									28.0				112.6

POU Total Acres: 112.6

STOCKWATER within GEM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	03W	36	X	X	X	X									X				

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 04/29/2009.
3. X02 Stockwater use is for 500 range cattle.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right 63-33517

10/21/2013

Dates and Other Information

Decreed Date: 4/29/2009
Civil Case Number: 39576
Judicial District: FIFTH
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 4.5
Mitigation Plan: False

Combined Use Limits

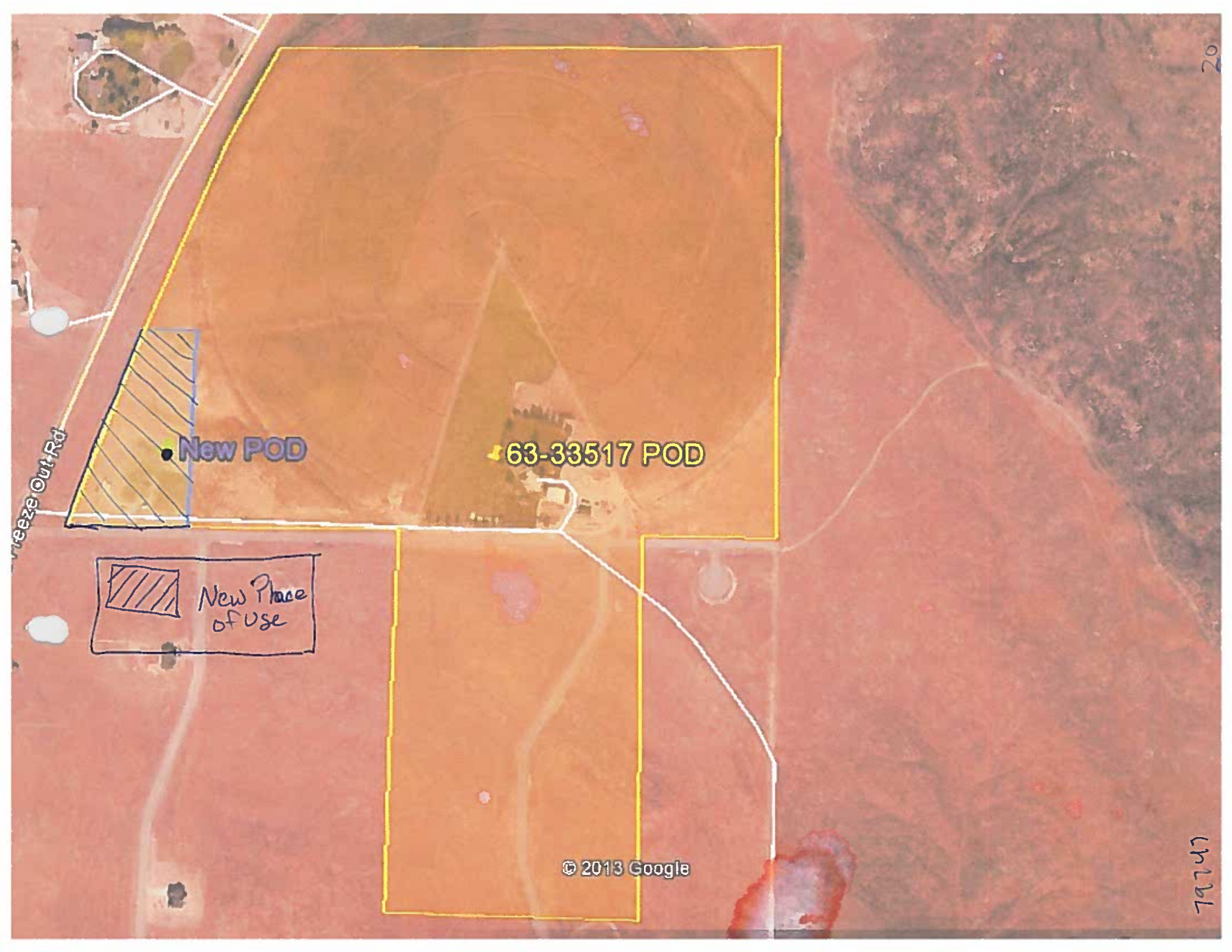
N/A

SubCase:

N/A

Water Supply Bank:

Lessor Name: CARLOS L POST
Lease Status: Active
Lease Amount: Part
Rental Availability: All
Date Received: 9/12/2011
Lease Begin Date: 9/12/2011
Expiration Date: INDEFINITE



• New POD

63-33517 POD

New Place
of Use

© 2013 Google

79747

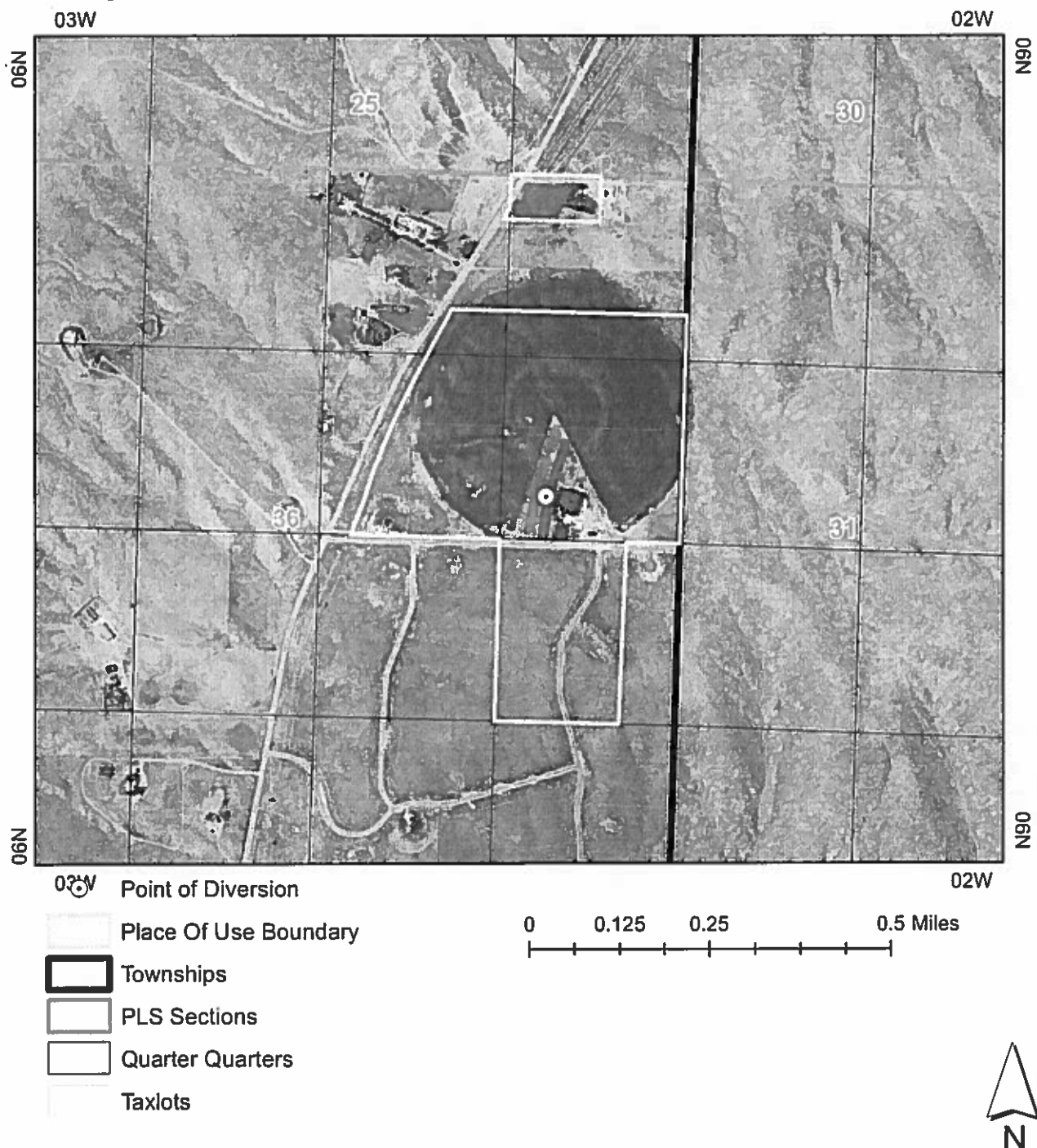
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State of Idaho
Department of Water Resources

Water Right
63-33517

IRRIGATION

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



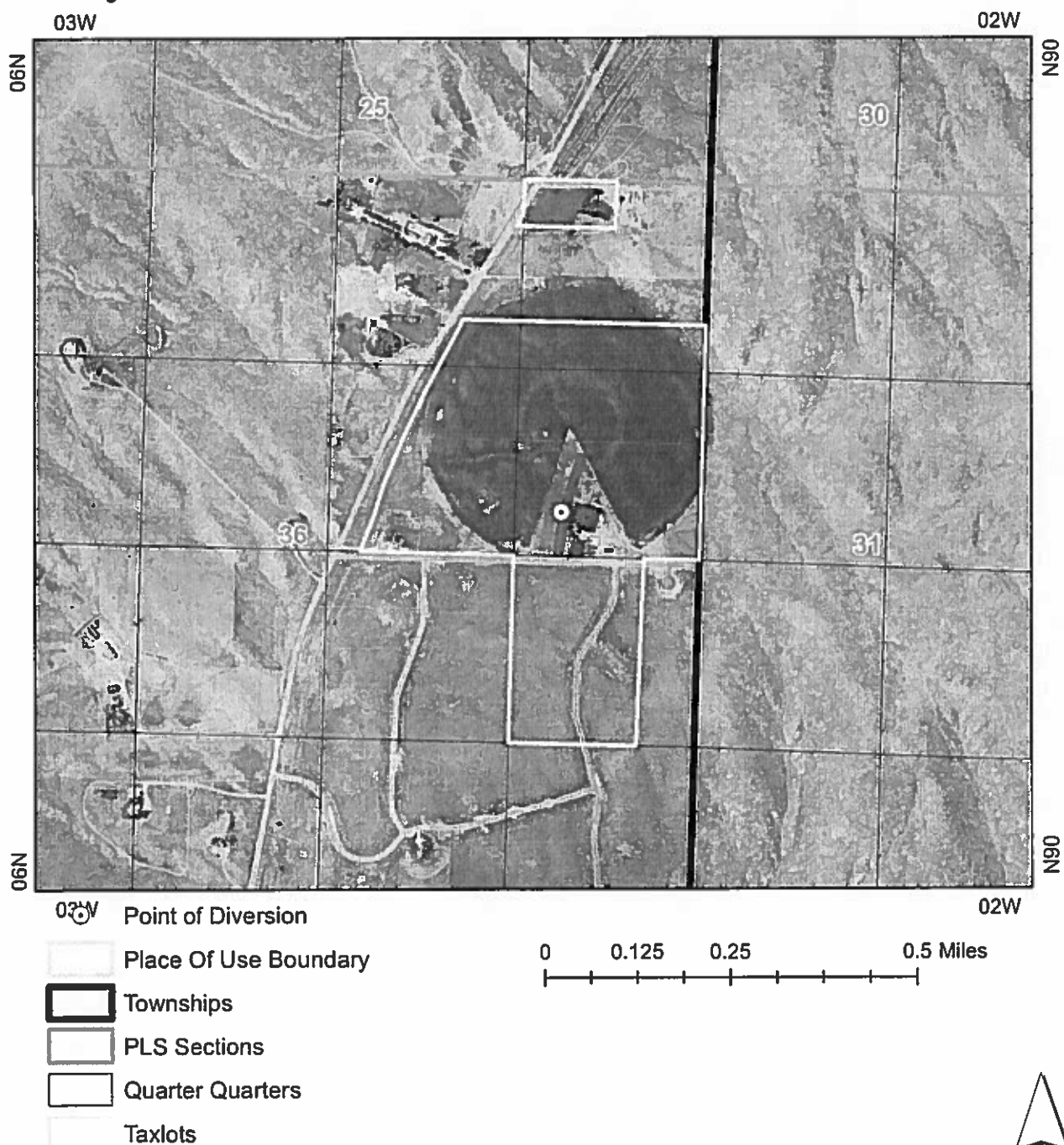
Map produced on October 21, 2013

State of Idaho
Department of Water Resources

Water Right
63-33517

STOCKWATER

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



Map produced on October 21, 2013



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

May 11, 2016

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

RAYMOND ZACHARY ONG
HOLLY HANNAH ONG
6310 LITTLE FREEZEOUT RD
CALDWELL ID 83607

Re: Transfer No: 79747
Water Right No(s): 63-33517

Transfer Approval Notice

Dear Water Right Holder <and other Interested Persons>:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

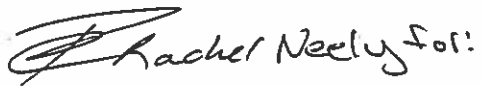
ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208)334-2190.

Sincerely,

A handwritten signature in black ink that reads "Rachel Neely" followed by a stylized flourish.

Nick Miller

Western Regional Manager

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on May 11, 2016 I mailed a true and correct copy, postage prepaid, of the foregoing TRANSFER APPROVAL to the person(s) listed below:

**Re: Transfer No.: 79747
Water Right No(s): 63-33517**

**RAYMOND ZACHARY ONG
HOLLY HANNAH ONG
6310 LITTLE FREEZEOUT RD
CALDWELL ID 83607**



**Rachel Neely
Administrative Assistant**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

Kelly, Patrick

From: Webster, Clay
Sent: Monday, May 02, 2016 7:39 AM
To: Kelly, Patrick
Subject: RE: Transfer 79747 associated with WSB

Patrick,

We have an application on hand to lease the entire water right into the bank. We will wait to process this application until the Transfer is complete. This will allow the Ongs to use their right when the split occurs. Thanks

Sincerely,
Clay Webster
Water Resource Agent
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

From: Kelly, Patrick
Sent: Thursday, April 21, 2016 2:02 PM
To: Webster, Clay; Palmer, Cherie
Subject: Transfer 79747 associated with WSB

Good Afternoon,

This email serves as notification that processing has begun on a transfer application containing a water right that has filed a lease application to the water supply bank on 1/11/2016. The transfer proposes to add well D0025477 as a new POD to 63-33517. The transfer will split the right and move 0.06 cfs and 15.8 af of water from the parent right to the child right. No change in Place of Use is proposed.

Please make it be known any concerns regarding such a proposal.

Sincerely,

Patrick Kelly
Senior Water Resource Agent
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705
p: 208.334.2190
f: 208.334.2348
patrick.kelly@idwr.idaho.gov

MEMORANDUM

TO: Transfer No. 79747
FROM: Patrick Kelly
DATE: March 16, 2016
RE: Evaluation of Application

The transfer proposes to add well D0025477 as a new POD to 63-33517. The transfer will split the right and move 0.06 cfs and 15.8 af of water from the parent right to the child right. No change in Place of Use is proposed.

The proposed diversion site is located immediately east of Little Freezeout Road, 7.5 miles north of Middleton, ID.

Summary of Information Submitted

Authority to File: Transfer 79747 was filed by R Zack and Holly H Ong. An ownership fee was received with the application. A warranty deed from Gem County was also received showing evidence of land ownership in the Ong name.

Water Right Validity: Rights presumed to be valid based on beneficial use found using historical imagery. Forfeiture is not a concern.

Injury to Other Water Rights: The new POD is a well drilled within the 63-33517 POU. Water taken from this well would be appropriating from the original ground water source.

Enlargement of Use: Land to be irrigated by the Ong's through a split portion has historically been irrigated by 63-33517. No enlargement is anticipated from such a change.

Local Public Interest: Review staff has no information to suggest this application is inconsistent with the local public interest.

Beneficial Use/Conservation of Water Resources: The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Discussion

Transfer 79747 was originally submitted requesting a split of 0.10 cfs and 20.0 af associated with 3.5 acres of land. Correspondence with Kay Walker on 3/13/2015 requested additional documentation to support such a split, and recommended a standard split of 0.06 cfs and 15.8 af. Mr. Ong replied on 3/17/2015 in agreement for the standard split, no amendment to the application is required. Warranty Deed information was submitted as well to establish land ownership regarding the split of 63-33517.

A letter sent 4/20/2015 from Kay Walker requested information pertinent to the stockwater portion of 63-33517 and a well upgrade fee for the irrigation use. No response was received, so no stockwater will be split into the Ong portion of 63-33517. The well upgrade fee is not something that the water rights group has authority to collect through the transfer process, and will require follow-up with the Well Construction group.

$1.74 \text{ cfs} / 107.1 \text{ ac} = 0.0162 \text{ cfs/ac}$

$481.9 \text{ af} / 107.1 \text{ ac} = 4.5 \text{ af/ac}$

a 3.5 acre split then receives = $0.0162 \text{ cfs/ac} * 3.5 \text{ ac} = 0.056 \text{ cfs} = 0.06 \text{ cfs}$

$4.5 \text{ af/ac} * 3.5 \text{ ac} = 15.75 \text{ af} = 15.8 \text{ af}$

Comments will not be solicited and legal notices will not be advertised.

A WSB lease for 63-33517 expired 12/31/2015 and was released from the Bank. A lease application was received 1/11/2016. Correspondence with the State Office regarding WSB concerns has been made.

The right was decreed in 2009 and was migrated prior to transfer processing. No further action is required.

Summary

Assuming protests are not filed and/or other information does not contradict the above analysis, the application can be approved as reflected by the draft approval.

Kelly, Patrick

From: Kelly, Patrick
Sent: Thursday, April 21, 2016 2:02 PM
To: Webster, Clay; Palmer, Cherie
Subject: Transfer 79747 associated with WSB
Attachments: 79747 application and review memo.pdf

Good Afternoon,

This email serves as notification that processing has begun on a transfer application containing a water right that has filed a lease application to the water supply bank on 1/11/2016. The transfer proposes to add well D0025477 as a new POD to 63-33517. The transfer will split the right and move 0.06 cfs and 15.8 af of water from the parent right to the child right. No change in Place of Use is proposed.

Please make it be known any concerns regarding such a proposal.

Sincerely,

Patrick Kelly

Senior Water Resource Agent

Idaho Department of Water Resources

2735 Airport Way

Boise, Idaho 83705

p: 208.334.2190

f: 208.334.2348

patrick.kelly@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

April 20, 2015

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

R ZACK ONG AND HOLLY H ONG
6310 LITTLE FREEZEOUT RD
CALDWELL ID 83607

RE: Application for Transfer No. 79747

Dear Applicants:

We received the deed and other information requested in our correspondence of March 13, 2015. After receiving that information, it was determined that we need a couple more items addressed before we can advertise this application. I sent you an e-mail on March 25, 2015, pursuant to your letter of March 17, 2015, but have not received a response. In order to get this application ready for advertising we need the following information.

1. We need to know how much stockwater you should receive under this water right. The right is for irrigation of 107.1 acres and stockwater purposes. If you are going to have stock on your property we would like to know approximately how many head and what type of stock you propose to have, if any.
2. The well you plan to use for irrigation purposes was drilled under a domestic drilling permit. In order to utilize this well for irrigation purposes you have to upgrade the drilling permit fee that was paid in 2002. The driller paid a \$75.00 permit fee to get the drilling permit. The drilling permit fee for an irrigation well is \$200.00. The upgrade fee of \$125.00 has to be paid before we can take final action on your application.

Please submit the above information within the next 30 (thirty) days so we can proceed with your application. You may seek additional time to provide the information by making a written request to delay processing. Your written response including the requested information, or a request for more time to seek the information, must be received within the 30 day period. Without a timely reply, IDWR will issue a preliminary order to request the application. The application fee will not be refunded for a rejected application. A rejected application may be re-filed when adequate information can be provided.

Our forms and other information are available on the Internet at www.idwr.idaho.gov. If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

Walker, Kay

From: Walker, Kay
Sent: Wednesday, March 25, 2015 10:10 AM
To: ong.zach@gmail.com
Cc: Walker, Kay
Subject: Application for Transfer 79747

Mr. Ong:

We received the deed and information concerning this transfer. Thank you for submitting that information so quickly. We have a couple of additional items that need to be addressed before we can proceed with advertising this application.

1. We need to know how much stockwater you should receive under this water right. The right is for irrigation of 107.1 acres and stockwater purposes. If you are going to have stock on your property we would like to know approximately how many head and what type of stock you propose to have on your property.
2. The well you plan to use for irrigation purposes was drilled under a domestic drilling permit. In order to utilize this well for irrigation purposes you have to upgrade the drilling permit fee that was paid in 2002. The driller paid a \$75.00 permit fee to get the drilling permit. The drilling permit fee for an irrigation well is \$200.00. The fee has to be paid before we can take final action on your application. Please submit \$125.00 to this office within the next 30 days so we can continue to process your application. Please write "D0025477 upgrade fee" on your check so our receptionist knows how to receipt the fee.

If you have any questions in regard to this e-mail, please feel free to contact this office at (208)334-2190. Thank you for your attention to this matter.

Sincerely,

KAY WALKER

Sr. Water Resource Agent

RECEIVED

MAR 19 2015

WATER RESOURCES
WESTERN REGION

March 17, 2015

Re: Application for Transfer 79747

To Whom It May Concern:

To answer some of the questions and concerns expressed in the letter dated March 13, 2015.

Pinnacle Capital Mortgage was the original mortgage originator and sold the mortgage servicing rights the Nationstar Mortgage with a month on closing. I have attached the Warranty Deed obtained from Gem County showing myself and my wife as owners.

The amounts of water requested were intended to be proportionally appropriate, if 0.06 cfs\15.8 acre feet is the correct proportion, then that was what was intended.

The have attached a new map showing the new POD. I did not intend for the Place of Use to change.

If there are any further questions please feel free to contact me by email as that might facilitate fast responses, if that is acceptable. My email is ong.zack@gmail.com.

Respectfully,
Zack Ong





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 13, 2015

R ZACK AND HOLLY H ONG
6310 LITTLE FREEZEOUT RD
CALDWELL ID 83607

RE: Application for Transfer 79747

Dear Applicants:

We are in the process of initial review of your application for transfer and find we need more information.

Attached to the application form, you have submitted a "Consent of Lienholder" from Nationstar Mortgage LLC (Lienholder). However, the Deed of Trust that you also attached was between you and Pinnacle Capital Mortgage Corporation dba Legacy Lending Group. What is the connection between Nationstar and Pinnacle? We would prefer to have a Warranty Deed showing that you are the current owners of the property if you have that type of document. Also, the Deed of Trust that you submitted has not been recorded with the county so it is not eligible to be used as proof of your ownership of the property.

We also need to know how you came up with the amounts of water that you propose to use on your property. Normally when a water right is split between 2 parties the water is divided proportionately between the property owners where the water has historically been used. In looking at your proposal, you show that you want 0.10 cfs &/or 20.0 acre feet of water for your 3.5 acres that were within the original place of use of the water right. I calculated the amount of water you should receive under this water right and determined that you should have 0.06 cfs and/or 15.8 acre feet for your proportionate share. You will be limited to your proportionate share unless you can provide additional documentation showing you should receive more water than that.

The map you submitted with your transfer application shows a location identified as "New POD" and below that area is a box that says "new place of use". Be advised that if you are changing the location of the place of use of this water right, you need to file a different transfer application. The form you used is just for changing the point of diversion of a water right. No place of use changes can be authorized or approved under the application form you have used. In looking at tax lot data for your area, you do not own the lands you have indicated your "new

place of use" would be located. I have included a copy of a map I prepared showing the location of your tax lots. Be advised that the 1.1 acre lot that you own was not originally under Rt. 63-33517 and therefore, has no water right attached to it.

Please respond to the items identified in this letter within the next 60 (sixty) days for processing to continue. You may seek additional time to provide the information by making a written request to day processing. Your written response including the requested information, or a request for more time to seek the information, must be received within the 60 day period. Without a timely reply, IDWR will issue a preliminary order to reject the application. The application fee will not be refunded for a rejected application. A rejected application may be re-filed when adequate information can be provided.

Our forms and other information are available on the Internet at www.idwr.idaho.gov. Please contact this office at 334-2190 if you have any questions. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Kay Walker". The signature is fluid and cursive, with the first name "Kay" and last name "Walker" clearly distinguishable.

KAY WALKER
Sr. Water Resource Agent

Enclosure

NENW

NWNE

NENE

SENE

SWNE

36

UD 10000

SENE

Right of way under
Highway 36

1.1 ac

ONG

ONG
3.5 ac

per tax lot
in FO
3-12-15

NESW

NWSE

NESE

N ↑