

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 29 2014
DEPARTMENT OF
WATER RESOURCES

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?
34-14122	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14124	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: STEPHEN & CYNTHIA VIRNIG
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CANTON FELIX CATON
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address: P.O. Box 337 City: Bellevue State: ID ZIP: 83313
Telephone: 208-280-8443 Email: CatonFelix01@BMAIL.COM

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 07/01/2013
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 # 34-14122

8. Signature: [Signature] Title, if applicable: _____ Date: 10/27/14
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 10/29/14 Receipt No. C099563 Receipt Amt. \$50.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9: _____ Approved by: _____ Processed by: [Signature] Date: 10-30-14

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

247533

Custer County Req. of

First American Title Co

Time 3:53 P M Date 7-3 2013

Barbara C. Tierney, Clerk

Bonnie Crisp \$ 13.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 469027-B (1d)

Date: June 25, 2013

For Value Received, **Stephen R. Virnig and Cynthia J. Virnig, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Caton Felix, an unmarried man**, hereinafter called the Grantee, whose current address is **32 East Magic Road, Bellevue, ID 83313**, the following described premises, situated in **Custer County, Idaho**, to-wit:

A PORTION OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 32, TOWNSHIP 9 NORTH, RANGE 22 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SAID SECTION 32, FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 88°56'50" E. A DISTANCE OF 2669.96 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 35°31'12" E. A DISTANCE OF 1547.54 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE POINT OF BEGINNING; THENCE N. 00°31'14" W. A DISTANCE OF 659.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF TRAIL CREEK ROAD; THENCE N. 74°28'26" E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 438.95 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE S. 00°31'14" E. ALONG SAID BOUNDARY A DISTANCE OF 778.81 FEET TO THE SE CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N. 89°46'14" W. ALONG THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 424.01 FEET 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.

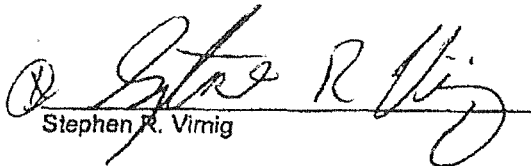
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from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

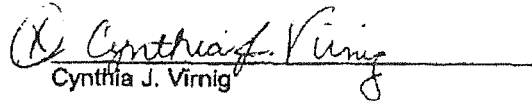
247533

Date: 06/25/2013

Warranty Deed
- continued

File No.: 469027-B (Id)

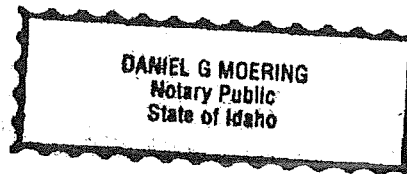

Stephen R. Virnig

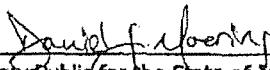

Cynthia J. Virnig

STATE OF Idaho)
COUNTY OF Bonner)

On this 26th day of June, 2013, before me, a Notary Public in and for said State, personally appeared **Stephen R. Virnig and Cynthia J. Virnig**, 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.

Notarize




Notary Public for the State of Idaho
Residing at: Sandwich, ID
My Commission Expires: 5.18.15



First American Title Company

DEED OF TRUST NOTE

\$41,500.00

Dated: June 25, 2013

Blackfoot, ID

File No.: 469027-B (Id)

FOR VALUE received, the undersigned promise to pay to the order: **Stephen R Virnig and Cynthia J Virnig**, or order, the principal sum of **Forty one thousand five hundred dollars and no/100 Dollars (\$41,500.00)** in lawful money of the United States of America, with interest thereon at the rate of **seven percent (7.0000) % per annum** from **June 28, 2013**, in installments as follows:

The sum of \$481.85, which includes interest, to be paid on or before August 01, 2013, and a like sum of \$481.85, which includes interest, to be paid on or before First of each and every Month thereafter, until July 01, 2023, at which time the entire balance of principal, plus accrued interest thereon, shall be due and payable.

All payments shall be credited first to interest and the remainder, if any, to principal.

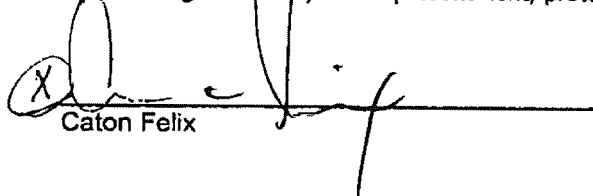
If the Note Holder has not received full amount of any monthly payment by the end of the 15 calendar day(s) after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be \$20.00. We will pay this late charge promptly but only once on each late payment.

The makers reserve the option to prepay this obligation at any time without notice or incurring a penalty for such prepayment or prepayments. All prepayments shall be applied by the holder hereof against principal in the inverse order of maturity without reducing the amount of the remaining obligatory installments as provided herein above, nor shall any such prepayments have the effect of excusing the next installment payment due.

In case of failure to pay any installment when same shall become due, the holder, at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit, the undersigned hereby agree to pay all costs and a reasonable attorneys' fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.


Caton Felix

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

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **469027-B (Id)**

Date: **June 25, 2013**

For Value Received, **Stephen R. Virnig and Cynthia J. Virnig, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Caton Felix, an unmarried man**, hereinafter called the Grantee, whose current address is **32 East Magic Road, Bellevue, ID 83313**, the following described premises, situated in **Custer County, Idaho**, to-wit:



A PORTION OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 32, TOWNSHIP 9 NORTH, RANGE 22 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SAID SECTION 32, FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 88°56'50" E. A DISTANCE OF 2669.96 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 35°31'12" E. A DISTANCE OF 1547.54 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE POINT OF BEGINNING; THENCE N. 00°31'14" W. A DISTANCE OF 659.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF TRAIL CREEK ROAD; THENCE N. 74°28'26" E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 438.95 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE S. 00°31'14" E. ALONG SAID BOUNDARY A DISTANCE OF 778.81 FEET TO THE SE CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N. 89°46'14" W. ALONG THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 424.01 FEET 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
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

247534

Custer County Reg. of

First American Title Co.

Time *3:53 P* M Date *7-3*, 20 *13*

Barbara C. Tierney, Clerk

Thomas Crisp \$ *28.00*
Deputy

Space Above This Line for Recorder's Use Only

File No. 469027-B (Id)

THIS DEED OF TRUST IS SUBJECT TO A DUE-ON-SALE RIDER DATED June 25, 2013, BETWEEN Caton Felix, an unmarried man, AS GRANTOR, First American Title Company, AS TRUSTEE, AND Stephen R Virnig and Cynthia J Virnig, husband and wife, AS BENEFICIARY.

DEED OF TRUST INCLUDING DUE - ON - SALE RIDER

THIS DEED OF TRUST, made this **June 25, 2013**, between **Caton Felix, an unmarried man**, herein called GRANTOR(S), whose address is **32 East Magic Road, Bellevue, ID 83313**, and **First American Title Company**, herein called TRUSTEE, and **Stephen R Virnig and Cynthia J Virnig, husband and wife**, herein called BENEFICIARY, whose address is **82 Talache Beach, Sagle, ID 83860**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Custer**, State of **Idaho**, described as follows and containing not more than eighty acres in area:

A PORTION OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 32, TOWNSHIP 9 NORTH, RANGE 22 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SAID SECTION 32, FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 88°56'50" E. A DISTANCE OF 2669.96 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 35°31'12" E. A DISTANCE OF 1547.54 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ AND THE POINT OF BEGINNING; THENCE N. 00°31'14" W. A DISTANCE OF 659.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF TRAIL CREEK ROAD; THENCE N. 74°28'26" E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 438.95 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE S. 00°31'14" E. ALONG SAID BOUNDARY A DISTANCE OF 778.81 FEET TO THE SE CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE N. 89°46'14" W. ALONG THE SOUTHERLY BOUNDARY OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 424.01 FEET TO THE POINT OF BEGINNING.

247534

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **Forty One Thousand Five Hundred Dollars, \$41,500.00** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **July 01, 2023**.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums in the rate therein provided. Provided, however, that the making of such further loan, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.

6. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such

247534

extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the 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 recorder 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 separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but

247534

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 the Beneficiary under the Deed of Trust, may purchase at such sale.

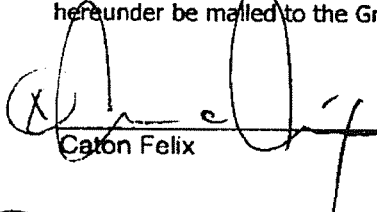
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the note rate; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the trustee or Trustees named herein.

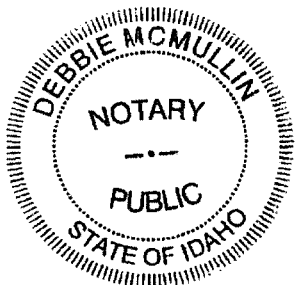
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

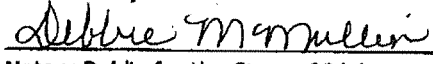

Caton Felix

STATE OF Idaho)
COUNTY OF Blaine) ss.

On this 27th day of June, 2013, before me, a Notary Public in and for said State, personally appeared **Caton Felix**, 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.

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




Notary Public for the State of Idaho
Residing at: Hailey, IDAHO
My Commission Expires: 12/17/2016

extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the 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 recorder 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 separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but

247534

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

_____, Idaho _____, 20 ____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____ By: _____

_____ By: _____

Telephone _____

247534

DUE-ON-SALE OR DEED OF TRUST CLAUSE RIDER ATTACHED TO DEED OF TRUST DATED June 25, 2013, BETWEEN Caton Felix, AS GRANTORS, First American Title Company, AS TRUSTEE, AND Stephen R Virnig and Cynthia J Virnig, husband and wife, as BENEFICIARIES.

DUE-ON-SALE CLAUSE RIDER

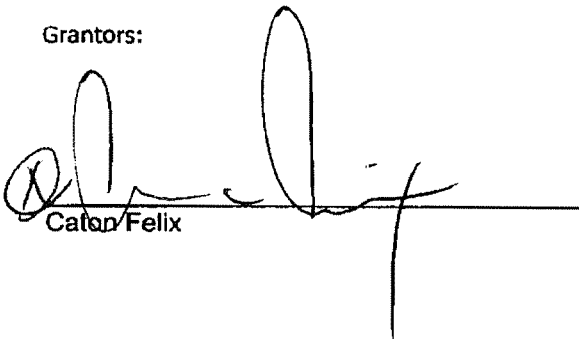
THIS RIDER made June 25, 2013, and is incorporated into, and shall be deemed to amend and supplement the Deed of Trust of the same date given by the undersigned Grantor to secure a Note to the Beneficiary of the same date and covering the property described in said Deed of Trust.

IN ADDITION to the covenants and agreements in the Deed of Trust, Grantor and Beneficiary further consent and agree that said Deed of Trust shall contain the following:

- A. If all or any part of the property, or an interest therein, is sold, assigned, leased or transferred by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent or by operation of law upon the death of one of the owners, or (b) the grant of any leasehold interest of one year or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. In addition, the Grantors agree to pay to the Beneficiary as a penalty the sum of \$-0-. Beneficiary shall have the right to waive such penalty and or option to accelerate if, prior to the sale or transfer.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sum's declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted herein.

Grantors:

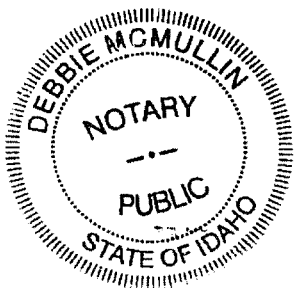

Caton Felix

247534

STATE OF Idaho)
COUNTY OF Blaine)
SS.

On this 27th day of June, 2013, before me, a Notary Public in and for said State, personally appeared **Caton Felix**, 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.

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



Debbie McMullin
Notary Public for the State of Idaho
Residing at: Hailey, ID 83333
My Commission Expires: 12/17/16

Water District #34

P.O. Box 53

Mackay, Idaho 53251

PHONE: 208-588-3137 FAX: 208-588-3130

EMAIL: waterdist34@atcnet.net

CANTON FELIX:

RE: CHANGE OF OWNERSHIP FOR RIGHTS #

34-14122

34-14124

Dear Water User:

It has come to our attention that the above listed water right(s) may belong to you and has not been transferred in to your name.

Enclosed is a Change in Ownership form. After completing, signing, and dating this form, please send this form as well as the proper fees, and a "copy" of your Warranty Deed and legal description of the property you have purchased to the STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES (see addresses on instructions).

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 within 120 days. Failure to report these changes could result in a \$100.00 late filing fee. Further information can be located at the IDWR's website at: www.idwr.idaho.gov.

If these records are not correct or incomplete, contact Water District #34 immediately.

Sincerely,



Cindy Smyer,

Sec. Treasurer

Enc.