

Transfer No. 73663
 Receipt No. S029558

**STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 1**

1. Applicant Information KEVIN OWEN CARTER
 1128 S 2600 E
 HAZELTON ID 83335

And

JOSEPH R NELSON
 1142 S 2600 E
 HAZELTON ID 83335
 (208)731-1256

And

SANDRA A NELSON
 1142 S 2600 E
 HAZELTON ID 83335
 (208)829-5223

Will this transfer result in an ownership change? Yes

2. Current Water Right

Part 2 Attached for Each Right

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
36-7921	WR/License	0.09				GROUND WATER

3. Purpose of Transfer (Change Proposed)

Part 3A Attached for Each Proposed Right

Part 3B Attached for Each Split Right

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
36-7921	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

Transfer changes ownership for domestic portion of this right, removes abandoned industrial use, and corrects legal descriptions of the point of diversion and place of use based on 2004 aerial photo.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

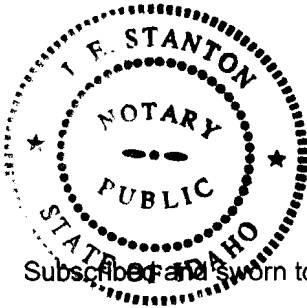
5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
36-7921	0.08 cfs			
TOTAL	0.08 cfs			

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.




(Signature of Applicant)

(Title or Office)

Subscriber has sworn to before me this 25th day of June, 2007.

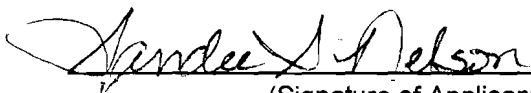

(Notary Public)

My commission expires 1-12-2013

Transfer No. 73663
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

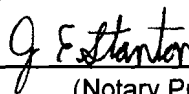
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.



(Signature of Applicant)

(Title or Office)

Subscribed and sworn to before me this 2nd day of August, 2007.



(Notary Public)

My commission expires 1-12-2013



RECEIVED

AUG 1 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Page 3

Transfer No. 73663

Receipt No. S029558

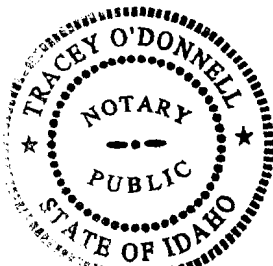
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Glenn Carter
Glenn Carter

(Signature of Applicant)

(Title or Office)



Subscribed and sworn to before me this 2 day of August, 2007.

Tracey O'Donnell
(Notary Public)

My commission expires 5-10-2012

Transfer No. 73663
 Receipt No. S029558

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 2**

Current Water Right No. 36-7921

Priority Date: June 04, 1980
 Origin: Water Right
 Basis: Decreed
 Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
INDUSTRIAL	11/01	6/01	0.01 CFS		
DOMESTIC	1/01	12/31	0.08 CFS		
	Total Diversion		0.09 CFS		

Source and Point(s) of Diversion:

GROUND WATER NWSWNW Sec. 16 Twp 10S Rge 21E JEROME County

PLACE OF USE: INDUSTRIAL

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S 21E 16						X											

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S 21E 16							X										

Conditions/Remarks:

1. THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. INDUSTRIAL USE FOR A POTATO CELLAR.
3. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Warranty Deed

No actual change - transfer corrects legal descriptions

YES Potato cellar was last used in about 1992.

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 36-7921

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
DOMESTIC	01/01 12/31	0.08 CFS		
	Total Diversion	0.08 CFS		

GROUND WATER SWSWNW Sec. 16 Twp 10S Rge 21E JEROME County

Point of Diversion # 1 Existing well, motor, pump, mainlines to 2 homes

PLACE OF USE: DOMESTIC

[illegible]



Carter Home

SW/NW Sec. 16
T. 10S R. 21E

PD

Nelson Home



QUITCLAIM DEED

FOR VALUE RECEIVED,

Kevin O. Carter, who acquired title as an unmarried man

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

Rhonda L. Carter and Kevin O. Carter, wife and husband

whose current address is: 1128 South 2600 East, Hazelton, ID 83335

the following described premises:

See Attached Legal Description

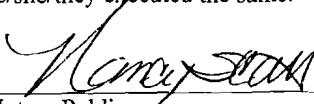
TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

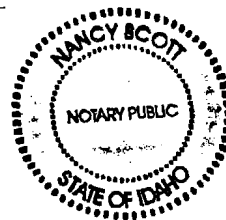
Date: June 20, 2007


Kevin O. Carter

State of Idaho)
County of Twin Falls)

On this 21st of June, 2007 before me, the undersigned, a notary public personally appeared, Kevin & Rhonda Carter, known to me or proven to me on the basis of satisfactory evidence to be the person (s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing In: Idaho
Expires: Sept 25, 2012



TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: Part of the NW¼ of Section 16, more particularly described as follows:

Beginning at the NW corner of Section 16, said corner marked by a ½ inch rebar;
Thence South 00°02'50" West for a distance of 1246.84 feet to the POINT OF BEGINNING;
Thence South 88°31'05" East for a distance of 25.05 feet to a ½ inch rebar;
Thence South 88°31'05" East for a distance of 220.66 feet to a ½ inch rebar;
Thence South 01°29'39" East for a distance of 189.68 feet to a ½ inch rebar;
Thence North 87°57'44" East (North 88°12'50" East rec.) for a distance of 387.88 feet to a ½ inch rebar;
Thence North 87°57'44" East (North 88°12'50" East rec.) for a distance of 19.52 feet to the centerline of an
Irrigation Lateral;
Thence along the centerline of an Irrigation Lateral on the following courses and distances:
South 67°47'06" West for 30.92 feet;
South 64°12'02" West for 22.98 feet;
South 64°12'02" West for 193.79 feet;
South 66°31'43" West for 47.64 feet;
South 69°39'13" West for 144.33 feet;
South 70°12'59" West for 65.74 feet;
South 64°27'28" West for 56.99 feet;
South 55°24'03" West for 49.86 feet;
South 46°01'12" West for 67.57 feet;
South 30°20'59" West for 43.41 feet;
South 20°53'33" West for 22.00 feet;
South 44°39'16" West for 32.21 feet to a P.K. Nail on the West line of Section 16;
Thence North 00°02'50" East along the West line of Section 16 for a distance of 559.65 feet to the POINT
OF BEGINNING.

Return To:
FHHL - POST CLOSING MAIL ROOM

1555 W WALNUT HILL LN #200 MC 6712
IRVING, TX 75038

RECEIVED

AUG 7 2007

DEPT. OF WATCH RESOURCES
SOUTHERN REGION

Prepared By:
FIRST HORIZON HOME LOANS,
A DIVISION OF FIRST TENNESSEE BANK N.A.
3505 EAST OVERLAND DRIVE
MERIDIAN, ID 83642

[Space Above This Line For Recording Data]

DEED OF TRUST

0061406930

MIN 100085200614069302

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 20th, 2007, together with all Riders to this document.

(B) "Borrower" is
RHONDA L. CARTER &
KEVIN O. CARTER, Wife & Husband

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOANS,
A DIVISION OF FIRST TENNESSEE BANK N.A.

Lender is a NATIONAL BANK
organized and existing under the laws of THE UNITED STATES OF AMERICA

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3013 1/01

Wolters Kluwer Financial Services

VMP®-6A(ID) (0606)

Page 1 of 15

Initials:

LE Q.E.



Lender's address is 4000 HORIZON WAY,
IRVING, TEXAS 75063
(D) "Trustee" is TITLEONE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** 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.

(F) "Note" means the promissory note signed by Borrower and dated June 20th, 2007
The Note states that Borrower owes Lender

ONE HUNDRED FORTY FOUR THOUSAND & 00/100 Dollars
(U.S. \$ 144,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2037

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

0061406930

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Initials:

cc RC

Form 3013 1/01

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the County [Type of Recording Jurisdiction]

of Jerome [Name of Recording Jurisdiction] :

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: RP10S21E163751A City: which currently has the address of
1128 SOUTH 2600 EAST [Street]
HAZELTON [City], Idaho 83335 [Zip Code]
("Property Address"):

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 foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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.

0061406930
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Page 3 of 15

Initials: *le* *RS*

Form 3013 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 (Seal)
RHONDA L. CARTER -Borrower

 (Seal)
KEVIN O. CARTER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO,

ADA

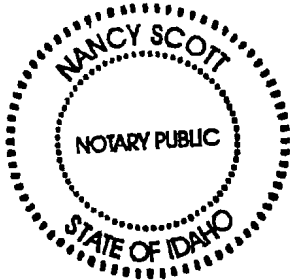
County ss:

On this 21 day of June 2007, before me,
the undersigned
a Notary Public in and for said county and state, personally appeared

RHONDA L. CARTER & KEVIN O. CARTER

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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



Notary Public residing at:

My Commission Expires:

Nancy Scott
Jerome ID
Sept 25-2012

0061406930

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Initials:

RC Form 3013 1/01

EXHIBIT "A"

0061406930

TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 16: Part of the NW¼ of Section 16, more particularly described as follows:

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Thence North 87°57'44" East (North 88°12'50" East rec.) for a distance of 19.52 feet to the centerline of an
Irrigation Lateral;
Thence along the centerline of an Irrigation Lateral on the following courses and distances:
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South 64°12'02" West for 22.98 feet;
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South 55°24'03" West for 49.86 feet;
South 46°01'12" West for 67.57 feet;
South 30°20'59" West for 43.41 feet;
South 20°53'33" West for 22.00 feet;
South 44°39'16" West for 32.21 feet to a P.K. Nail on the West line of Section 16;
Thence North 00°02'50" East along the West line of Section 16 for a distance of 559.65 feet to the POINT
OF BEGINNING.

R.C.
KC

WARRANTY DEED

For Value Received Carl L. Nelson and Jeanette G. Nelson, husband and wife,

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto Joseph Nelson,
Southeast of Hazelton, Hazelton, ID 83335,

Hereinafter called the grantee, the following described premises, in Jerome..... County, Idaho,
to-wit:

See attached Exhibit "A".

281076
RECORDED AT THE REQUEST
of May 11 1984
APR 13 1 59 PM '84
JEROME COUNTY, IDAHO
FEES 1100 SEP 1984

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's, his 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 they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 27th, 1984.

Carl L. Nelson
Jeanette G. Nelson

STATE OF IDAHO, COUNTY OF

On this 27th day of March, 1984, before me, a notary public in and for said State, personally appeared Carl L. Nelson and Jeanette G. Nelson, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at Twin Falls, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy
Fees \$ _____
Mail to: _____

INSTRUMENT NO.

EXHIBIT "A"

A parcel of land located in the Northwest 1/4 of Section 16, Township 10 South, Range 21 East of the Boise Meridian in Jerome County, Idaho, more particularly described as follows:

Beginning at the northwest corner of said NW 1/4 of Section 16;
Thence South 0°17'50" West 1948.66 feet along the westerly boundary of said NW 1/4 to the True Point of Beginning;
Thence South 0°17'50" West 191.89 feet along the westerly boundary of said NW 1/4;
Thence South 85°35'40" East 248.79 feet;
Thence North 0°08'57" West 211.00 feet;
Thence South 89°59'57" West 246.51 feet to the True Point of Beginning.

The above described parcel contains 1.14 acres, more or less, and is subject to the rights of a public road which affects the westerly 25.00 feet thereof; and is also subject to the right of use of a common well of which the southwest corner of a 7 feet wide east-west by 13 feet long north-south well house bears North 37°54'53" East 107.31 feet from the southwest corner of the above described parcel.