

THIS MAP IS FURNISHED AS AN ACCOMMODATION
STRICTLY FOR THE PURPOSES OF GENERAL
LOCATING THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE, AREA OR ANY
OTHER FACTS RELATED TO THE LAND SHOWN
THEREON.

N.E. 1/4 SEC. 1.

N. 1/4 CORNER
SEC. 12

U.S. HWY 30 (FAIRVIEW AV.)



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A63Date Received 8-25-89Receipt Number CO10291

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

- Name of Claimant (s) HAROLD OR YENEVIEVE ROURKE Phone () 375 1718
Mailing Address 1303 ETHERIDGE Boise ID Zip 83704
- Date of Priority (Only one per claim) 6-10-1943 Month/Day/Year
- Source of water supply (Check one) ☒ Groundwater or Other () (a) _____ Name or kind of source
which is tributary to (b) _____
- Location of point of diversion is: Township 3 N Range 1 E
Section 12, NE 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, BM.,
County of ADA
Additional points of diversion if any: _____
- Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Pump Well 40' Deep Pump in Basement
- Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
For Domestic purposes from 1-1 Month/Day to 12-31 Month/Day amount 04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed 04 (cfs)
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic 1 Home. House use only

MICROFILMED
MAR 17 2003

10. Place of use is: Township: 3 N Range 1 E
Section 12 NW 1/4 of 14 E 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? ada

12. Do you own the property listed above as place of use? Yes ✓ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or none

14. Remarks: flamper meridian Irrigation for additional Land.

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Harold E. Kerner Date 8-25-89
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____ Title _____ that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Ada) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 25th day of August 19 89

Notary Public Carter Fritschle

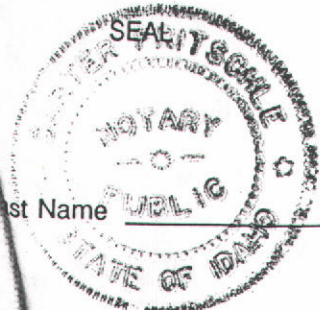
Residing at Carter Fritschle, Notary Public

My Commission Expires Residing at Eagle, Idaho

My Commission Expires March 21, 1994

st Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant



MICROFILMED

MAR 17 2003

an unmarried man

to

1.

Harold E. Rourke and Genevieve
M. Rourke, Husband and wife

Dated August 31, 1945
Ack'd August 31, 1945
Before J. C. More, N.P. for the
State of Idaho, Residing at Boise,
Idaho. Ack. in Ada Co. Idaho. Seal.
Recorded September 14th, 1945
at 3:46 P.M.
Book of Deeds at Page
Consideration \$10.00 and other
lawful consideration

Grant, bargain, sell, convey and confirm, all of the following described real estate, situated in Boise, County of Ada, State of Idaho, to-wit:

Commencing at a point 944.5 feet South and 330 feet West of the Northeast Corner of the East Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 3 North of Range 1 East of Boise Meridian in Ada County, Idaho, the real place of beginning; thence West 330 feet more or less to the West line of the above described tract; thence South 120 feet; thence East 330 feet more or less to a point directly South of the real place of beginning; thence North 120 feet to the real place of beginning, the East 30 feet of said tract to be reserved as an open roadway.

(U.S.I.R. Stamps)
(\$7.70 Cancelled)

William M. Etheridge

Harold E. Rourke and Genevieve
M. Rourke, Husband and wife

to

2.

The Idaho First National
Bank, a corporation

MORTGAGE #239547

Dated September 5, 1945
Ack'd September 5, 1945
Before Martin Chesnut, N.P.
Residing at Boise, Idaho.
Ack. in Ada Co. Idaho. Seal.
Recorded September 14th, 1945
at 3:47 P.M.
Book of Mortgages at Page
Consideration \$2,500.00.

Covers:

The following described real property situate in Boise, Ada County, Idaho, to-wit:

Commencing at a point 944.5 feet South and 330 feet West of the Northeast Corner of the East Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 3 North of Range 1 East of Boise Meridian in Ada County, Idaho, the real place of beginning; thence West 330 feet more or less to the West line of the above described tract; thence South 120 feet; thence East 330 feet more or less to a point directly South of the real place of beginning; thence North 120 feet to the real place of beginning, the East 30 feet of said tract to be reserved as an open roadway.

Secures the payment of one note for \$2,500.00 dated September 5, 1945, with interest from date at the rate of Four and one-half per centum (4½%) per annum on the monthly balances remaining from time to time unpaid. The said principal and interest shall be payable at the office of The Idaho First National Bank, in Boise, Idaho, or at such other place as the

(continued)

holder hereof may designate in writing, in monthly installments of fifteen and 83/100 dollars (\$15.83), commencing on the first day of October, 1945, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1965.

The Mortgagor, in order to more fully protect the security of this mortgage, does hereby covenant and agree as follows:

That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Harold E. Rourke
Genevieve M. Rourke

We further certify that there are no liens or judgments against any of the within named parties which are liens on the above described property shown by the Judgment Docket of the District Court of the Third Judicial District, in and for Ada County, Idaho, or the United States District and Circuit Courts sitting in Idaho, except as shown on the foregoing Abstract, recorded on September 14th, 1945 at 9:00 A.M.

MICROFILMED

MAR 17 2003

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

AUG 25 2000

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

RECEIVED

AUG 29 2000

Department of Water Resources

1. Water Right No(s): 63-22562
 Adjudication Claim No(s): 39576
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
 - OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant Genevieve and Harold Rourke
1303 North Ethridge Lane
4. New Owner/Claimant(s) Gregory and Debra Martin
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 1303 N. Ethridge Ln.
 City, State and ZIP Code Boise, ID 83704
 New Telephone Number (208) 322-4763
5. Date you acquired the property 5/1/98
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

MICROFILMED

SEP 17 2003

7. Signature of New Owner(s) or Claimant(s) Debra Martin

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Receipt C052332
 2-16-01 \$25.00
 J. Maci

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT See HUD attachment(s) for _____ items Final		B. TYPE OF LOAN 1. ☒ FHA 2. ☐ FIMA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. 6. FILE NUMBER: 98073335 7. LOAN NUMBER: 8510644 8. MTG. INS. CASE NO.: 121-1660809	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: GREGORY J. MARTIN, DEBRA J. MARTIN ADDRESS: 1303 N. ETHERIDGE LANE, BOISE, ID 83704			
E. NAME OF SELLER: JACK T. CHRISTENSEN, TAMARA L. CHRISTENSEN ADDRESS: _____ SELLER TIN: _____			
F. NAME OF LENDER: CENTRAL PACIFIC MORTGAGE CO. 5750 SUNRISE BLVD. #250 ADDRESS: CITRUS HEIGHTS, CA 95610			
G. PROPERTY LOCATION: Lot 0729, Block 2, SEC 12 3N 1E 1303 N. ETHRIDGE LANE, BOISE, IDAHO 83704			
H. SETTLEMENT AGENT: ALLIANCE TITLE & ESCROW CORP. ADDRESS: 1412 WEST IDAHO STREET BOISE, IDAHO 83702-5245 SETTLEMENT AGENT TIN: 82-0481163			
PLACE OF SETTLEMENT: ALLIANCE TITLE & ESCROW CORP. ADDRESS: 1412 WEST IDAHO STREET BOISE, IDAHO 83702-5245		I. SETTLEMENT DATE Closing date: 05/01/98 Proration date: 05/01/98	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	116,000.00	401. Contract sales price	116,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,986.04	403.	
104.		404. Holdback for Repairs	(1,500.00)
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	120,986.04	420. GROSS AMOUNT DUE TO SELLER:	114,500.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	114,826.00	502. Settlement charges to seller (line 1400)	8,490.16
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	32,988.16
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/98 to 05/01/98	320.65	511. County taxes 01/01/98 to 05/01/98	320.65
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215. Irrig Nampa-Meri 04/01/98 to 05/01/98	4.24	515. Irrig Nampa-Meri 04/01/98 to 05/01/98	4.24
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	115,650.89	520. TOTAL REDUCTION IN AMOUNT:	41,803.21
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	120,986.04	601. Gross amount due to seller (line 420)	114,500.00
302. Less amounts paid by/for borrower (line 220)	115,650.89	602. Less total reductions in amount due seller (line 520)	41,803.21
303. CASH [X FROM] [] TO BORROWER:	5,335.15	603. CASH [X TO] [] FROM SELLER:	72,696.79

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION-If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide _____ with your correct taxpayer identification number

If you do not provide _____ with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Seller

MICROFILMED

MAR 17 2003

File 98073335 Final		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$ 116,000.00 @ 6.00 % = 6,960.00					
Division of Commission (line 700) as follows:					
701. \$3,480.00	to RE/MAX OF BOISE, INC.				
702. \$3,480.00	to REALTY ONE-HOMES PLUS				
703. Commission paid at settlement					6,960.00
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee	1.00000	%	CENTRAL PACIFIC MORTGAGE CO.	1,123.00	
802. Loan Discount		%			
803. Appraisal fee			TIMOTHY SULLIVAN	325.00	
804. Credit Report			EXECUTIVE REPORTING SERVICE	(22.00)	
805. Lender's inspection fee			to		
806. Mortgage Insurance application fee			to		
807. Assumption Fee			to		
808.			to		
809. Document Prep Fee			CENTRAL PACIFIC MORTGAGE CO.		200.00
810. Credit Report			EXECUTIVE REPORT SERVICE -POCB 65.00		
811.			to		
812. Flood Certification			CENTRAL PACIFIC MORTGAGE CO.	23.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from		to	@ \$ /day		
902. Mortgage insurance premium for	12 yrs.	to	CENTRAL PACIFIC MORTGAGE CO.	2,526.75	
903. Hazard insurance premium for	12 mo.	to	FARMERS INSURANCE	276.23	
904.			yrs. to		
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	3 mo.	@ \$	30.00 per mo.	90.00	
1002. Mortgage insurance		mo. @ \$	per mo.		
1003. City property taxes		mo. @ \$	per mo.		
1004. County property taxes	2 mo.	@ \$	81.28 per mo.	162.56	
1005. Annual assessments (Maint.)		mo. @ \$	per mo.		
1006.		mo. @ \$	per mo.		
1007.		mo. @ \$	per mo.		
1008.		mo. @ \$	per mo.		
1100. TITLE CHARGES:					
1101. Settlement or closing fee		to	ALLIANCE TITLE & ESCROW CORP.	196.50	196.50
1102. Abstract or title search		to			
1103. Title examination		to			
1104. Title insurance binder		to			
1105. Document preparation		to			
1106. Notary fee		to			
1107. Attorney's fee to		to			
(includes above items No.:					
1108. Title insurance		to	ALLIANCE TITLE & ESCROW CORP.	220.00	603.00
(includes above items No.:					
1109. Lender's coverage	116,826.00	\$	220.00		
1110. Owner's coverage	116,000.00	\$	603.00		
1111.		to			
1112.		to			
1113.		to			
1114. Endorsements 100, 116, 8.1		to	ALLIANCE TITLE & ESCROW CORP.	35.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees:	Deed \$ 6.00	Mrg \$ 24.00	Ref. \$	30.00	
1202. City/county tax/stamps:	Deed \$	Mrg \$			
1203. State tax/stamps:	Deed \$	Mrg \$			
1204. Reconveyance Fee		to	ALLIANCE TITLE & ESCROW CORP.		43.00
1205.		to			
1206.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.		to			
1302.		to			
1303.		to			
1304.		to			
1305. Taxes 2nd Installment 1997		to	ADA COUNTY TREASURER		487.66
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				4,986.04	8,490.16

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account of by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

ALLIANCE TITLE & ESCROW CORP.

BY: [Signature]
Settlement Agent

Date 4/2/98

MICROFILMED

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code, Section 1001 and Section 1004.

MAP 17 2005

WHEN RECORDED RETURN TO

CENTRAL PACIFIC MORTGAGE CO.
P. O. BOX 119021
CITRUS HEIGHTS, CA. 9561

200860667

200860667

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

PHA Case No.

121-1660809-703

THIS DEED OF TRUST ("Security Instrument") is made on **APRIL 22, 1998**
The Grantor is **DEBRA J. MARTIN AND GREGORY J. MARTIN, WIFE AND HUSBAND**

("Borrower"). The trustee is **ALLIANCE TITLE AND ESCROW**

("Trustee"). The beneficiary is **CENTRAL PACIFIC MORTGAGE COMPANY, A CALIFORNIA CORPORATION**

which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and
whose address is **5750 SUNRISE BLVD., SUITE 250, CITRUS HEIGHTS, CA. 95610**

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TWENTY SIX AND 00/100

Dollars (U.S. \$ **114826.00**).

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 **MAY 01, 2028**. 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

FHA Idaho Deed of Trust - 4/96

VMP-4R(ID) (9705)

Amended 5/97

Page 1 of 8

Initials *SJM GJM*

VMP MORTGAGE FORMS - (800)521-7291

8510644



MICROFILMED

MAR 17 2003

County, Idaho:

[Street, City],

455 12 1993

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 successor 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 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. Lender or 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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.** Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

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. [Check applicable box(es)].

☐ Condominium Rider
☐ Planned Unit Development Rider

☐ Growing Equity Rider
☐ Graduated Payment Rider

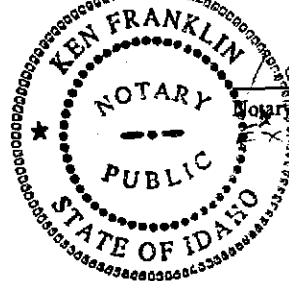
☐ Other [specify]

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.
Witnesses:

_____	<u>Debra J. Martin</u> (Seal) DEBRA J. MARTIN -Borrower
_____	<u>Gregory J. Martin</u> (Seal) GREGORY J. MARTIN -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF IDAHO, ADA County ss:
On this 27th day of APRIL, 1998, before me,
KEN FRANKLIN, a Notary Public in and for said county and state, personally
appeared
GREGORY J. MARTIN and DEBRA J. MARTIN

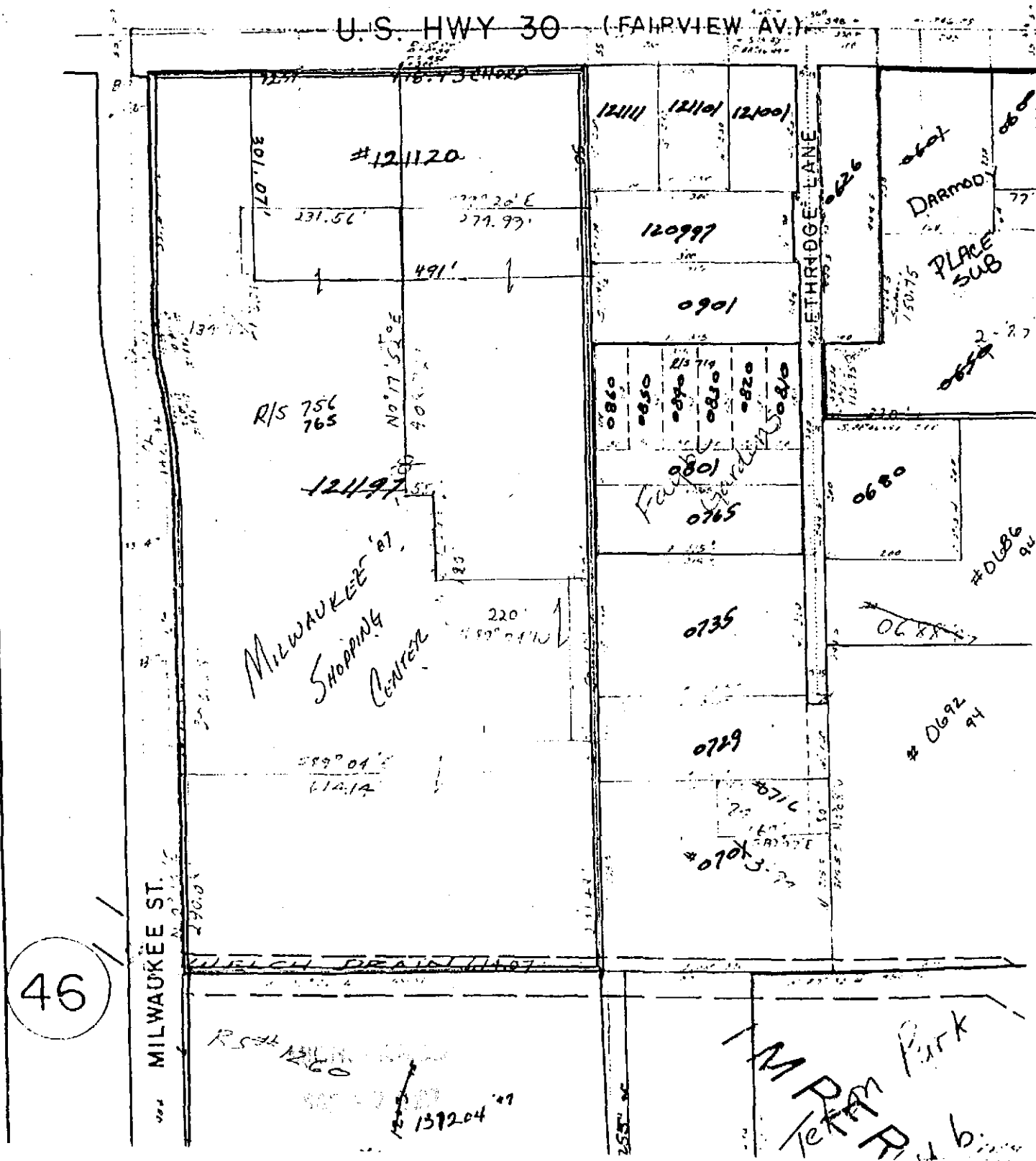
known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public residing at: Boise, ID 83798

N.E. 1/4 SEC. 1.

~~U.S. HWY 30 (FAIRVIEW AV.~~



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A63Date Received 8-25-89Receipt Number C010291NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) HAROLD OR YENEVIEVE ROURKE Phone () 375 1718Mailing Address 1303 ETHERIDGE BLVD SW Zip 837042. Date of Priority (Only one per claim) 6-10-1943 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source4. Location of point of diversion is: Township 3 N Range 1 E
Section 12, NE 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, BM.,
County of ADA

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

Pump; Well: 40' Deep Pump in Basement

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 1-1 to 12-31 amount 0.04 (cfs)

(Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic, 1 Home. House use only

10. Place of use is: Township: 3 N Range 1 E
Section 12 NW 1/4 of 14 E 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? ada

12. Do you own the property listed above as place of use? Yes ☒ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or None

14. Remarks: Pampa Meridian Irrigation for additional land.

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Harold E. Kromer Date 8-25-89

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____

_____ Title
of _____ that I have signed the foregoing
_____ Organization
document in the space below as _____ of _____
_____ Title _____ Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Ada) SS. **NOTARIZATION REQUIRED FOR EACH CLAIM**

Subscribed and sworn (or affirmed) before me this 25th day of August 19 89

Notary Public Carter Fritschle

Residing at Carter Fritschle, Notary Public

Residing at Eagle, Idaho

My Commission Expires March 21, 1994

st Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant



to

1.

Ack'd August 31, 1945
 Before J. C. Moore, N.P. for the
 State of Idaho, Residing at Boise,
 Idaho. Ack. in Ada Co. Idaho. Seal.
 Recorded September 14th, 1945
 at 3:46 P.M.
 Book of Deeds at Page
 Consideration \$10.00 and other
 lawful consideration

Commencing at a point 92 feet South and 120 feet East of the East Corner of the West 1/4 of Section 36, Township 36 North, Range 10 East, 1st Meridian, and running thence South 89 degrees 30 minutes East 120 feet; thence East 30 feet to the real place of beginning; thence North 89 degrees 30 minutes West 120 feet to the beginning, the East 30 feet of said tract is to be reserved as a public way.

(U.S.I.R. Stamps)
(\$7.70 Cancelled)

William M. Etheridge

to

2.

MORTGAGE #239547

~~Mortgages # 222-41~~
Dated September 5, 1945
Ack'd September 5, 1945
Before Martin Chesnut, N.P.
Residing at Boise, Idaho.
Ack. in Ada Co. Idaho. Seal.
Recorded September 14th, 1945
at 3:47 P.M.
Book of Mortgages at Page
Consideration \$2,500.00.

Covers:

Covers:
The following described real property situate in Boise, Ada County,
Idaho, to-wit:

Idaho, to-wit:

Commencing at a point 944.5 feet South and 330 feet West of the Northeast Corner of the East Half of the Northwest Quarter of the North-
west Quarter of the Section 36, Township 36 North, Range 1 East of Boise

[illegible]

Continued

and interest, to be paid by the Mortgagor on the first day of September, 1965.

The Mortgagor, in order to more fully protect the security of this mortgage, does hereby covenant and agree as follows:

That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

Harold E. Rouse
Genevieve E. Rouse

MICRO

MAE 1-2-1965

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-22562

NAME AND ADDRESS: GENEVIEVE ROURKE
HAROLD ROURKE
1303 ETHERIDGE
BOISE, ID 83704

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/10/1943

POINT OF DIVERSION: T03N R01E S12 NENWNE Within Ada County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic T03N R01E S12 NWNE Within Ada County

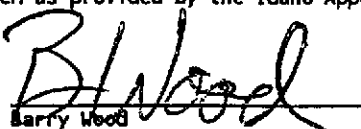
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Larry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED

MAR 17 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 15, 2003

GREGORY MARTIN
DEBRA MARTIN
1303 N ETHRIDGE LN
BOISE ID 83704

RE: Change of Ownership for Water Right 63-22562

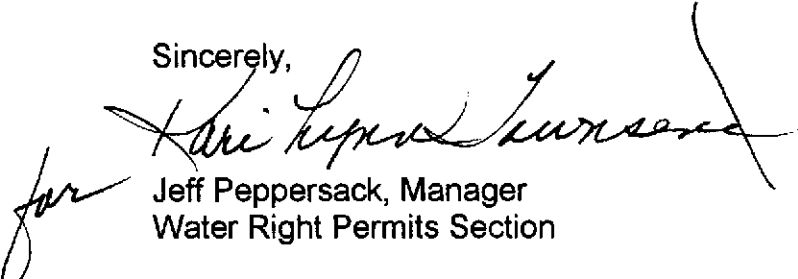
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

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

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

APR 17 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

December 11, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

GREGORY MARTIN
DEBRA MARTIN
1303 N ETHRIDGE LN
BOISE ID 83704

RE: Change in Ownership of Water Right 63-22562

Dear Mr. & Mrs. Martin:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership .

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

☒ **Filing Fee** of \$25 per water right

☐ **Filing Fee** of \$100 per water right for changes resulting from division of a water right

☐ **Signature**

☐ **Notarized Signature** for Assignment of Permit

☐ **Evidence of Water Right Ownership:** copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

☐ **Evidence of Security Interest:** copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

☐ **Security Interest Expiration Date**

☐ **Legal Description of Property**

☐ **Plat of Property or Survey Map** usually on file with the county

MICROFILMED

SEP 17 1999

_____ **USDA Farm Service Agency (formerly ASCS) Aerial Photo** with irrigated acres outlined and point(s) of diversion clearly marked

_____ **Description of Portion of Water Right** resulting from division of water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be \$25.00

Because the Department cannot process the ownership change without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in 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 (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,



Kari Lynn Townsend
Secretary

KLT:k

MICROFILMED

MAR 17 2002