DE

Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
MAY 09 2022
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-10858	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-10857	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-7209	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-2129	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-88	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Carol J. Cox (57-10858) Michael P. Lewis (Rest of Water Rights)
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John Ryan Kale Steiner and Samantha Daniele Steiner
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   23425 BACHMAN GRADE RD (Mailing address) | OREANA (City) | ID (State) | 83650 (Zip)

   208-871-5050 (Telephone) | steiner_77@hotmail.com (Email)

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

5. Date you acquired the water rights and/or claims listed above: ~~04-08-2022~~ 4-15-2022.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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 # 57-88

8. Signature: _____ (Signature of new owner/claimant) | Self (Title, if applicable) | 04-07-2022 (Date)
   John Ryan Kale Steiner (Print name)

   Signature: _____ (Signature of new owner/claimant) | Self (Title, if applicable) | 04-07-2022 (Date)
   Samantha Daniele Steiner (Print name)

SCANNED
MAY 24 2023

For IDWR Office Use Only:

Receipted by LE Date 05/09/2022 Receipt No. W050411 Receipt Amt. $125.00

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 CL Processed by CL Date 11/1/2022

PioneerTitleCo.
GOING BEYOND

2020 South Johns Avenue, Suite A
Emmett, ID 83617

Instrument # 311881
MURPHY, OWYHEE, IDAHO
2022-04-15 11:47:13 No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: $15.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

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

File No. 798730 PG/EM

WARRANTY DEED

For Value Received Michael P. Lewis also shown of record as Michael Lewis, presumptively subject to the community interest of spouse on date of acquring title May 3, 2017 hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

John R. Steiner and Samantha D. Steiner, husband and wife

hereinafter referred to as Grantee, whose current address is 23425 Bachman Grade Rd. Oreana, ID 83650
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/7/22

Michael P. Lewis
State of Idaho, County of Glem

This record was acknowledged before me on April 7, 2022 by Michael P. Lewis

Palla R Garringer
Signature of notary public
Commission Expires:

PALLA R. GARRINGER
COMMISSION #22483
NOTARY PUBLIC
STATE OF IDAHO

PALLA R GARRINGER
Residing in: Emmett, ID
Commission Expires: 12/04/2026

SCANNED
MAY 24 2023

EXHIBIT A

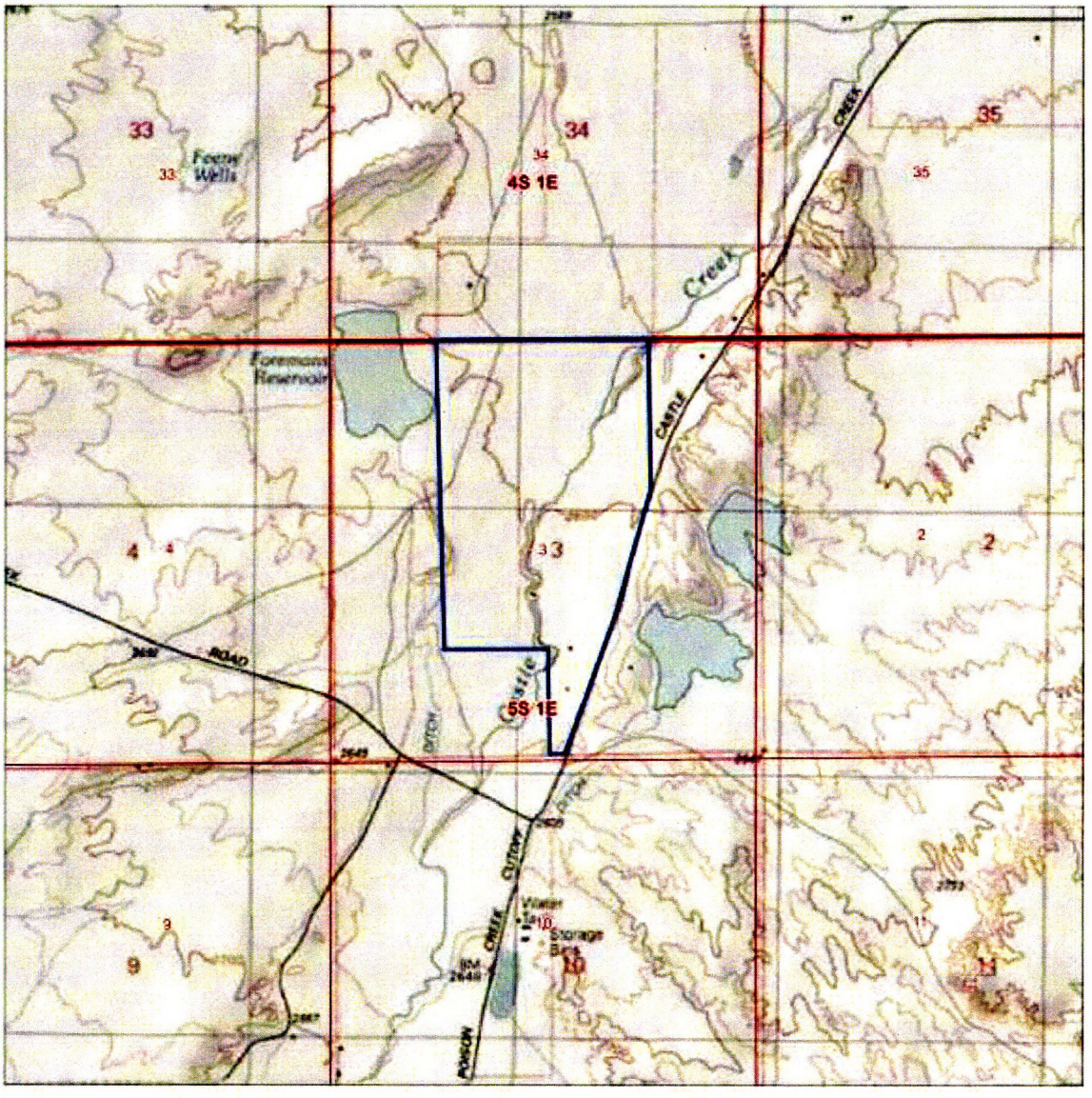
In Township 5 South, Range 1 East, Boise Meridian, Owyhee County, Idaho.

Section 3: Government Lots 2 and 3, Southwest Quarter of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, Northeast Quarter of the Southwest Quarter and the West half of the Southeast Quarter lying Northwest of County Road also known as Oreana Loop Road.

SCANNED
MAY 24 2023

Topography Map

Topography Map



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MAY 24 2023

IDAHO DEPARTMENT OF WATER RESOURCES **11/1/2022**
Proof Report

Water Right 57-88

Owner Type	Name and Address
Current Owner	JOHN R STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Current Owner	SAMANTHA D STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Directors Report Owner	WARREN R TAYLOR 20735 OREANA LOOP RD MURPHY, ID 83650-5112 (208) 834-2339
Original Owner	URCILLA R MC DONOUGH OREANA, ID 83659
Previous Owner	TEENA M LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Previous Owner	CAROL J COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	MICHAEL P LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Previous Owner	JAY H COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Security Interest	FARM SERVICE AGENCY 2208 E CHICAGO ST STE B CALDWELL, ID 83605-4496 (208) 454-8695

Priority Date: 4/1/1874

SCANNED
MAY 24 2023

Basis: Decreed
Status: Active

Source	Tributary
CASTLE CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/15	0.100 CFS	
	Total Diversion		0.100 CFS	

Source and Point(s) of Diversion:

CASTLE CREEK NWSWSW Sec. 10, Twp 05S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	01E	3		29.0 L2	31.0		13.0 L3			6.0	7.0					22.0	1.0		109.0

POU Total Acres: 109.0

Conditions of Approval:

1. C18 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. SECTION 42-1412(6), IDAHO CODE.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 109.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHTS: 57-02129, 57-07209, 57-10857 AND 57-10858.
4. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-02129, 57-07209, 57-10857 AND 57-10858. 0.45 CFS OF RIGHT NO. 57-02129 IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY OF THIS RIGHT AND RIGHT NOS. 57-02129, 57-10857 AND 57-10858.

Comments:

SCANNED
MAY 24 2023

1 WELSH 10/27/1992 DATA ENTRY CHANGE
ZIP CODE CORRECTION MADE TO FINAL BASIN 57 RECORD.

2 DSHAW 5/24/1995 10/27/92 DATA ENTRY TO CORRECT ZIP CODE
FURTHER EXPLANANTION OF DATA ENTRY

3 DSMITH 1/19/1996 NAME AND/OR ADDRESS CHANGE
THE NAMES OR ADDRESSES IN THE NAME FILE WERE CHANGED WITHOUT THE ABOVE USER NOTING EXACTLY WHAT WAS CHANGED. THE CHANGE FOR A K-OWNER OR ATTORNEY MAY HAVE BEEN MADE WITHOUT A WATER RIGHT OWNER CHANGE. *NAME/ADDRESS CONFORMED TO AVOID DUPLICATE MAILING LABELS

4 KWALKER 2/16/1996 OWNERSHIP CHANGE
OWNERSHIP CHANGED 2/16/96 BY KW.

Dates and Other Information:
Decreed Date: 12/24/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND/OR
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
		109.0	57-10857 ,57-10858 ,57-88 ,57-2129 ,57-7209

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

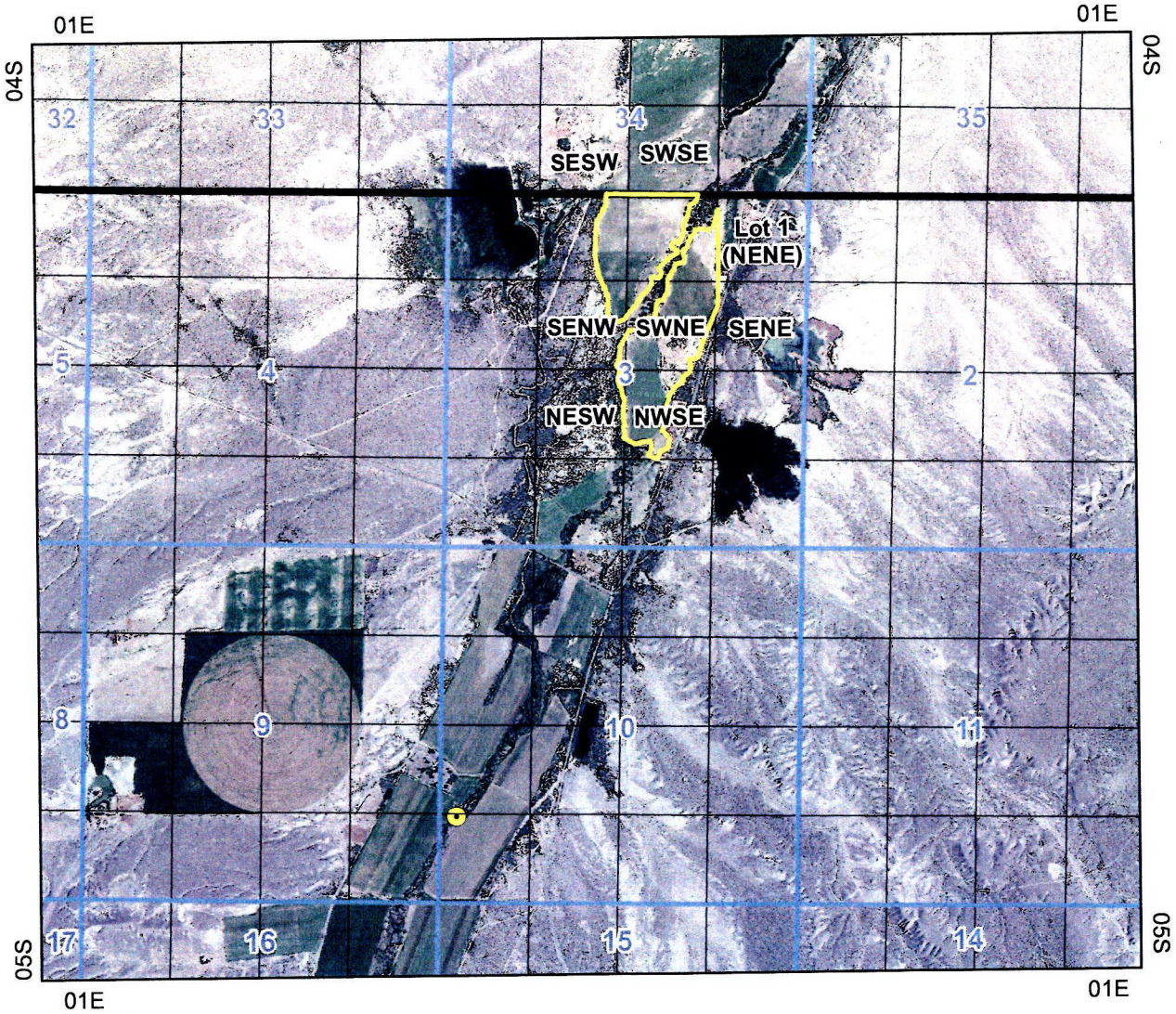
SCANNED
MAY 24 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

57-88

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



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.3 0.6 1.2 Miles

N

SCANNED
MAY 24 2023

Water Right 57-2129

Owner Type	Name and Address
Current Owner	JOHN R STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Current Owner	SAMANTHA D STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Directors Report Owner	WARREN R TAYLOR 20735 OREANA LOOP RD MURPHY, ID 83650-5112 (208) 834-2339
Original Owner	SAMUEL D JOHNSTON 3797 SOUTHSIDE BLVD MELBA, ID 83641 (208) 495-2649
Original Owner	URCILLA R MC DONOUGH OREANA, ID 83659
Previous Owner	CAROL J COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	JAY H COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	MICHAEL P LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Previous Owner	TEENA M LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Security Interest	FARM SERVICE AGENCY 2208 E CHICAGO ST STE B

SCANNED
MAY 24 2023

CALDWELL, ID 83605-4496
(208) 454-8695

Priority Date: 3/22/1921
Basis: Decreed
Status: Active

Source	Tributary
CASTLE CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/01	11/15	1.230 CFS	
		Total Diversion	1.230 CFS	

Source and Point(s) of Diversion:
CASTLE CREEK NWSWSW Sec. 10, Twp 05S, Rge 01E, OWYHEE County

Place Of Use:
IRRIGATION within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	01E	3		29.0 L2	31.0		13.0 L3			6.0	7.0					22.0	1.0		109.0

POU Total Acres: 109.0

Conditions of Approval:

1.	C18	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. SECTION 42-1412(6), IDAHO CODE.
2.		USE OF THIS RIGHT WITH RIGHT NO. 57-00088 AND OTHER RIGHTS LISTED THEREIN IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 109.0 ACRES IN A SINGLE IRRIGATION SEASON.
3.	C03	RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
4.		0.45 CFS OF THIS RIGHT IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY OF THIS RIGHT AND RIGHT NOS. 57-00088, 57-07209, 57-10857 AND 57-10858. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00088, 57-07209, 57-10857 AND 57-10858.

Comments:
1 KWALKER 2/16/1996 OWNERSHIP CHANGE
OWNERSHIP CHANGED BY KW 2/16/1996.

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MAY 24 2023

Dates and Other Information:
Decreed Date: 12/24/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND/OR
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
		109.0	57-10857 ,57-10858 ,57-88 ,57-2129 ,57-7209

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

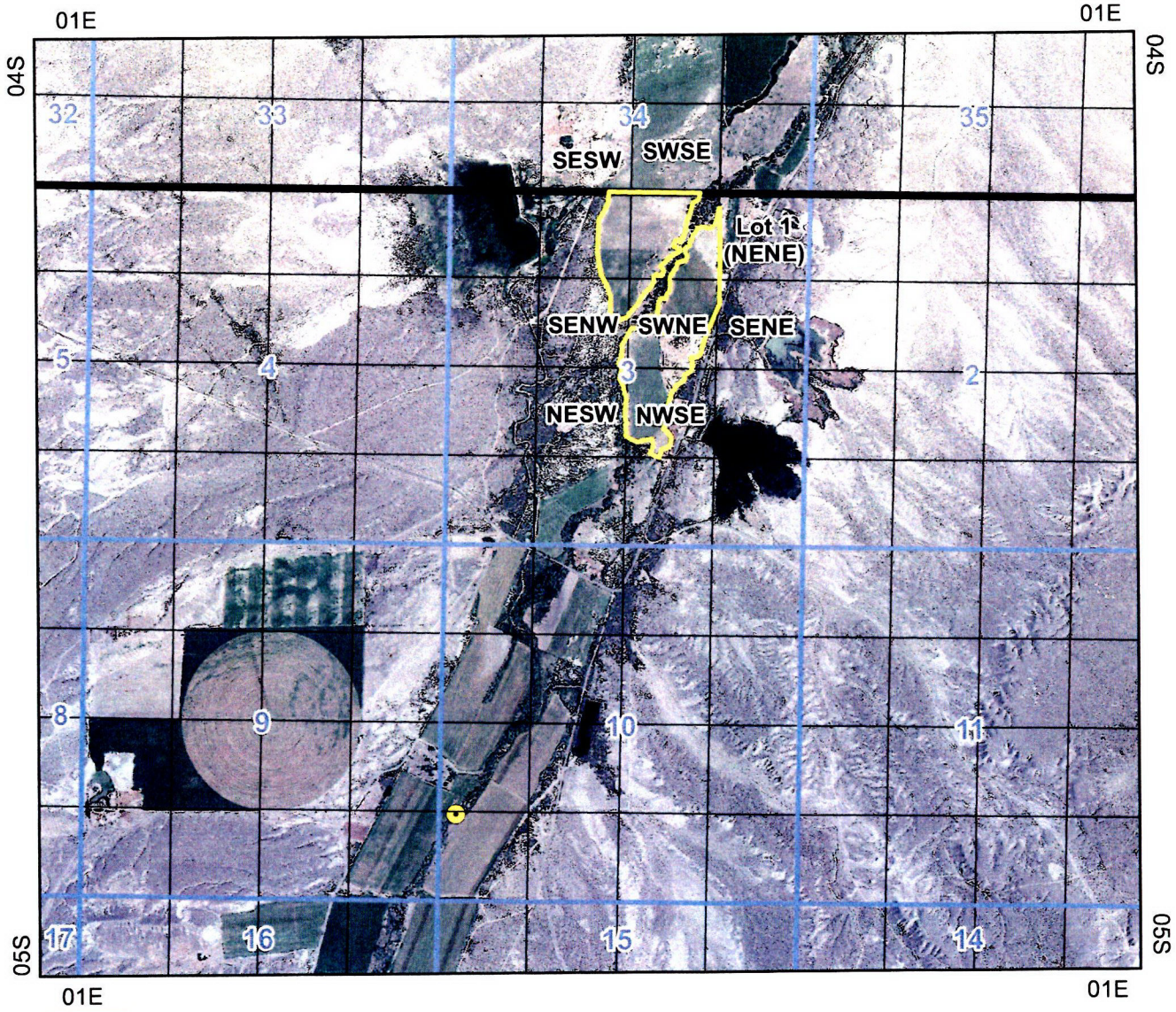
SCANNED
MAY 24 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

57-2129

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



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.3 0.6 1.2 Miles

N

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF WATER RESOURCES **11/1/2022**
Proof Report

Water Right 57-7209

Owner Type	Name and Address
Current Owner	JOHN R STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Current Owner	SAMANTHA D STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Directors Report Owner	WARREN R TAYLOR 20735 OREANA LOOP RD MURPHY, ID 83650-5112 (208) 834-2339
Original Owner	JAY H COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Original Owner	CAROL J COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	MICHAEL P LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Previous Owner	TEENA M LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Security Interest	USDA-FARM SERVICE AGENCY 2208 E CHICAGO ST STE B CALDWELL, ID 83605-4496 (208) 454-8695

Priority Date: 4/8/1978
Basis: Decreed
Status: Active

Source	Tributary
CASTLE CREEK	SNAKE RIVER

SCANNED
MAY 24 2023

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION STORAGE	01/01	12/31		200.0 AF
IRRIGATION FROM STORAGE	04/01	09/15		200.0 AF
DIVERSION TO STORAGE	01/01	12/31	2.000 CFS	
		Total Diversion	2.000 CFS	490.0 AF

Source and Point(s) of Diversion:

CASTLE CREEK NWSWSW Sec. 10, Twp 05S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION FROM STORAGE within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	01E	3		29.0 L2	31.0		13.0 L3			6.0	7.0					22.0	1.0		109.0

POU Total Acres: 109.0

Conditions of Approval:

1.	C18	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. SECTION 42-1412(6), IDAHO CODE.
2.		THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER SEPTEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3.		USE OF THIS RIGHT WITH OTHER RIGHTS LISTED BELOW IS LIMITED TO IRRIGATION OF A COMBINED TOTAL OF 109.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHTS: 57-00088, 57-02129, 57-10857 AND 57-10858.
4.	M01	A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.
5.		THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00088, 57-02129, 57-10857 AND 57-10858. 0.45 CFS OF RIGHT NO. 57-02129 IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY OF RIGHT NOS. 57-00088, 57-02129, 57-10857 AND 57-10858.

Comments:

SCANNED
MAY 24 2023

1 MCCARTHY 7/10/1991 COPIED FROM REMARKS
DESC. OF DIVERTING WORKS - SMALL DIVERSION DAM IN CASTLE CREEK WITH DITCH TO RESERVOIR, THEN GRAVITY FLOW DITCH TO IRRIGATED LANDS.

2 DSMITH 1/19/1996 NAME AND/OR ADDRESS CHANGE
THE NAMES OR ADDRESSES IN THE NAME FILE WERE CHANGED WITHOUT THE ABOVE USER NOTING EXACTLY WHAT WAS CHANGED. THE CHANGE FOR A K-OWNER OR ATTORNEY MAY HAVE BEEN MADE WITHOUT A WATER RIGHT OWNER CHANGE. *NAME/ADDRESS CONFORMED TO AVOID DUPLICATE MAILING LABELS

3 KWALKER 2/16/1996 OWNERSHIP CHANGE
OWNERSHIP CHANGED BY KW 2/16/1996.

Dates and Other Information:
Decreed Date: 12/24/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND/OR
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
		109.0	57-10857 ,57-10858 ,57-88 ,57-2129 ,57-7209

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

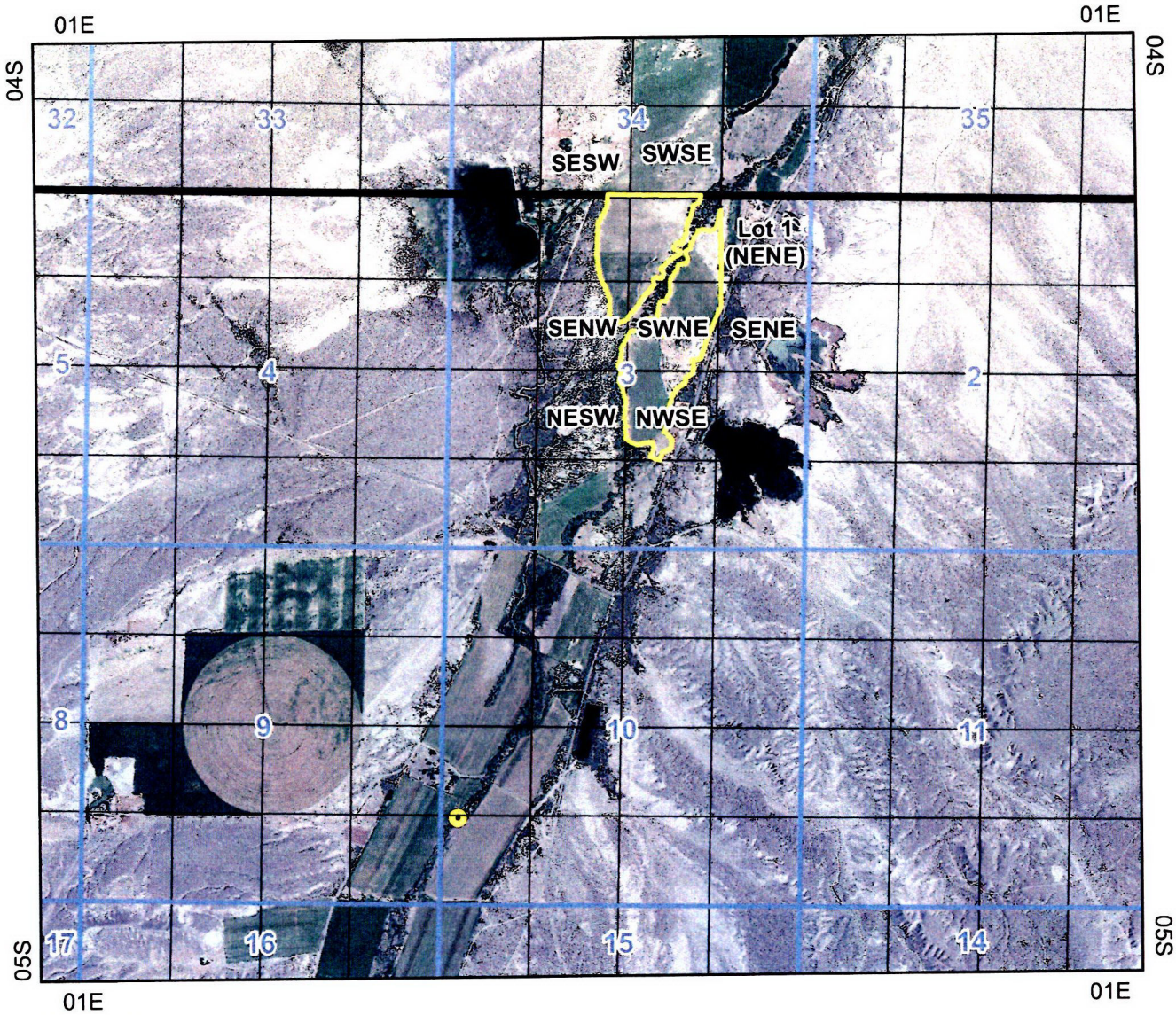
SCANNED
MAY 24 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

57-7209

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



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.3 0.6 1.2 Miles

N

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF WATER RESOURCES **11/1/2022**
Proof Report

Water Right 57-10857

Owner Type	Name and Address
Current Owner	SAMANTHA D STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Current Owner	JOHN R STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Directors Report Owner	WARREN R TAYLOR 20735 OREANA LOOP RD MURPHY, ID 83650-5112 (208) 834-2339
Original Owner	URCILLA R MC DONOUGH OREANA, ID 83659
Previous Owner	JAY H COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	CAROL J COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	MICHAEL P LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Previous Owner	TEENA M LEWIS 20735 OREANA LOOP RD OREANA, ID 83650 (208) 834-2459
Security Interest	FARM SERVICE AGENCY 2208 E CHICAGO ST STE B CALDWELL, ID 83605-4496 (208) 454-8695

SCANNED
MAY 2 4 2023

Priority Date: 4/1/1890

Basis: Decreed
Status: Active

Source	Tributary
CASTLE CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/15	0.480 CFS	
	Total Diversion		0.480 CFS	

Source and Point(s) of Diversion:
CASTLE CREEK NWSWSW Sec. 10, Twp 05S, Rge 01E, OWYHEE County

Place Of Use:
IRRIGATION within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	01E	3		29.0 L2	31.0		13.0 L3			6.0	7.0					22.0	1.0		109.0

POU Total Acres: 109.0

Conditions of Approval:

1. C18 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. SECTION 42-1412(6), IDAHO CODE.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. USE OF THIS RIGHT WITH RIGHT NO. 57-00088 AND OTHER RIGHTS LISTED THEREIN IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 109.0 ACRES IN A SINGLE IRRIGATION SEASON.
4. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00088, 57-02129, 57-07209 AND 57-10858. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 57-00094, 57-00103 AND 57-00113. 0.45 CFS OF RIGHT NO. 57-02129 IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY OF THIS RIGHT AND RIGHT NOS. 57-00088, 57-02129 AND 57-10858.

Comments:

SCANNED
MAY 24 2023

1 WELSH 10/27/1992 DATA ENTRY CHANGE
ZIP CODE CORRECTION MADE TO FINAL BASIN 57 CLAIM.

2 DSHAW 5/24/1995 10/27/92 DATA ENTRY TO CORRECT ZIP CODE
FURTHER EXPLANATION OF DATA ENTRY

3 KWALKER 2/16/1996 OWNERSHIP CHANGE
OWNERSHIP CHANGED 2/16/1996 BY KW.

4 pskaggs 9/30/2011 Water Right
This water right record was updated by decree record from old RightID 371477 to new RightID 201016. Includes 2004 Nunc Pro Tunc updates & ownership updated to reflect 2005 Ownership change.

Dates and Other Information:
Decreed Date: 6/23/1997
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: And
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
		109.0	57-10857 ,57-10858 ,57-88 ,57-2129 ,57-7209

Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

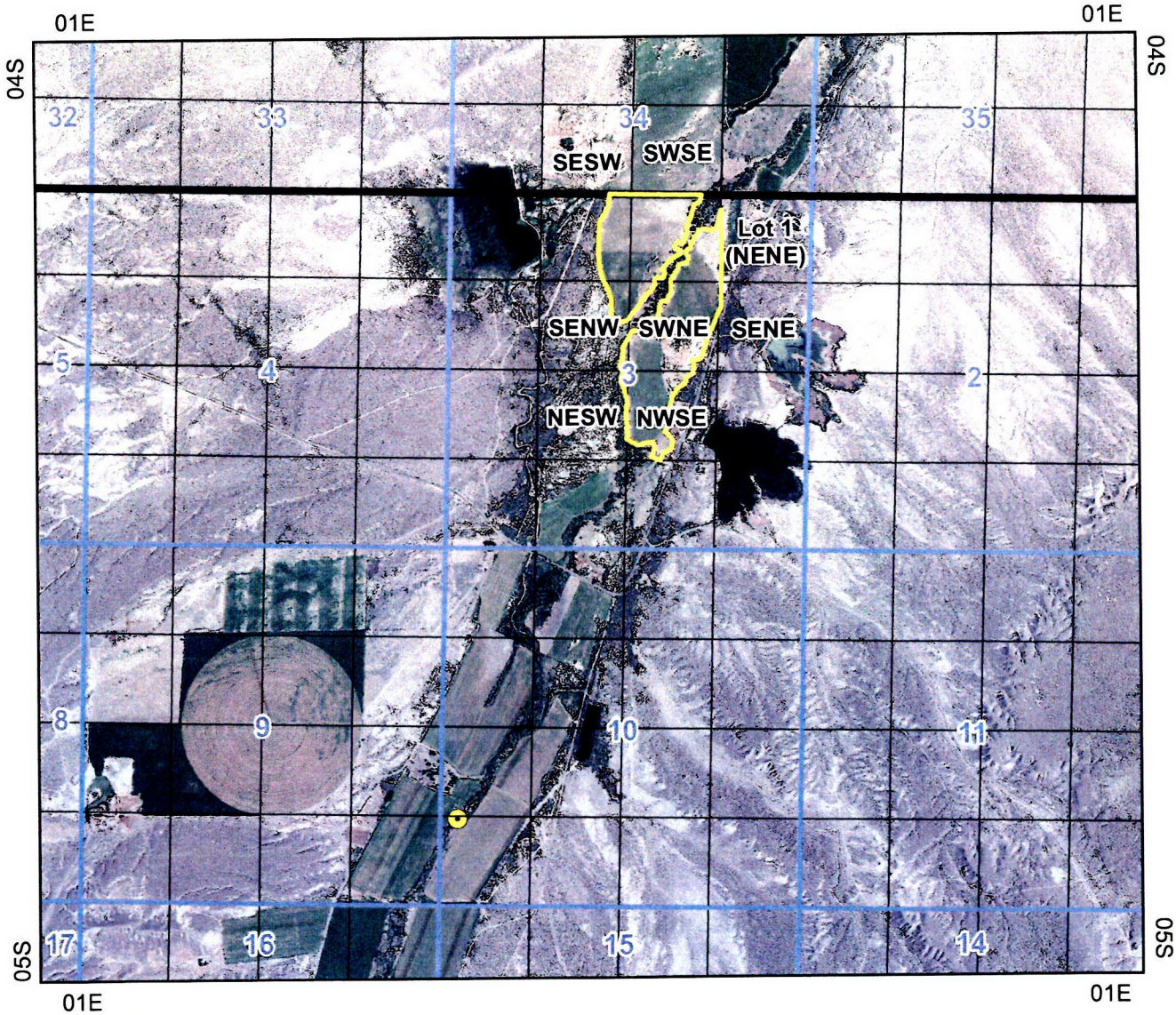
SCANNED
MAY 24 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

57-10857

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



Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

Point of Diversion

0 0.3 0.6 1.2 Miles

N

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF WATER RESOURCES **11/1/2022**

Proof Report

Water Right 57-10858

Owner Type	Name and Address
Current Owner	JOHN R STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Current Owner	SAMANTHA D. STEINER 23425 BACHMAN GRADE RD OREANA, ID 83650-5066 (208) 871-5050
Directors Report Owner	WARREN R TAYLOR 20735 OREANA LOOP RD MURPHY, ID 83650-5112 (208) 834-2339
Original Owner	URCILLA R MC DONOUGH OREANA, ID 83659
Previous Owner	JAY H COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Previous Owner	CAROL J COX 2091 TODD WAY MERIDIAN, ID 83642 (208) 288-5620
Security Interest	FARM SERVICE AGENCY 2208 E CHICAGO ST STE B CALDWELL, ID 83605-4496 (208) 454-8695

Priority Date: 4/1/1908
Basis: Decreed
Status: Active

Source	Tributary
CASTLE CREEK	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/15	0.820 CFS	
	Total Diversion		0.820 CFS	

SCANNED
MAY 2 4 2023

Source and Point(s) of Diversion:

CASTLE CREEK NWSWSW Sec. 10, Twp 05S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	01E	3		29.0 L2	31.0		13.0 L3			6.0	7.0					22.0	1.0		109.0

POU Total Acres: 109.0

Conditions of Approval:

1. C18 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. SECTION 42-1412(6), IDAHO CODE.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. USE OF THIS RIGHT WITH RIGHT NO. 57-00088 AND OTHER RIGHTS LISTED THEREIN IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 109.0 ACRES IN A SINGLE IRRIGATION SEASON.
4. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00088, 57-02129, 57-07209 AND 57-10857. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 57-00119, 57-00148 AND 57-00158.

Comments:

1 WELSH 10/27/1992 DATA ENTRY CHANGE
ZIP CODE CORRECTION MADE TO FINAL BASIN 57 CLAIM.

2 DSHAW 5/24/1995 10/27/92 DATA ENTRY TO CORRECT ZIP CODE
FURTHER EXPLANATION OF DATA ENTRY

3 KWALKER 2/16/1996 OWNERSHIP CHANGE
OWNERSHIP CHANGED BY KW 2/16/1996.

4 MMINICUC 8/22/1996 CONVEYANCE LOSS
0.45 CFS OF RIGHT NO. 57-02129 IS LIMITED TO USE FOR CONVEYANCE LOSSES IN DELIVERY OF THIS RIGHT AND RIGHT NOS. 57-00088, 57-02129 AND 57-10857.

SCANNED
MAY 24 2023

Dates and Other Information:
Decreed Date: 6/23/1997
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate	Volume	Acres	Water Rights
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Verification Log

SubCase:
N/A

Water Supply Bank:

N/A

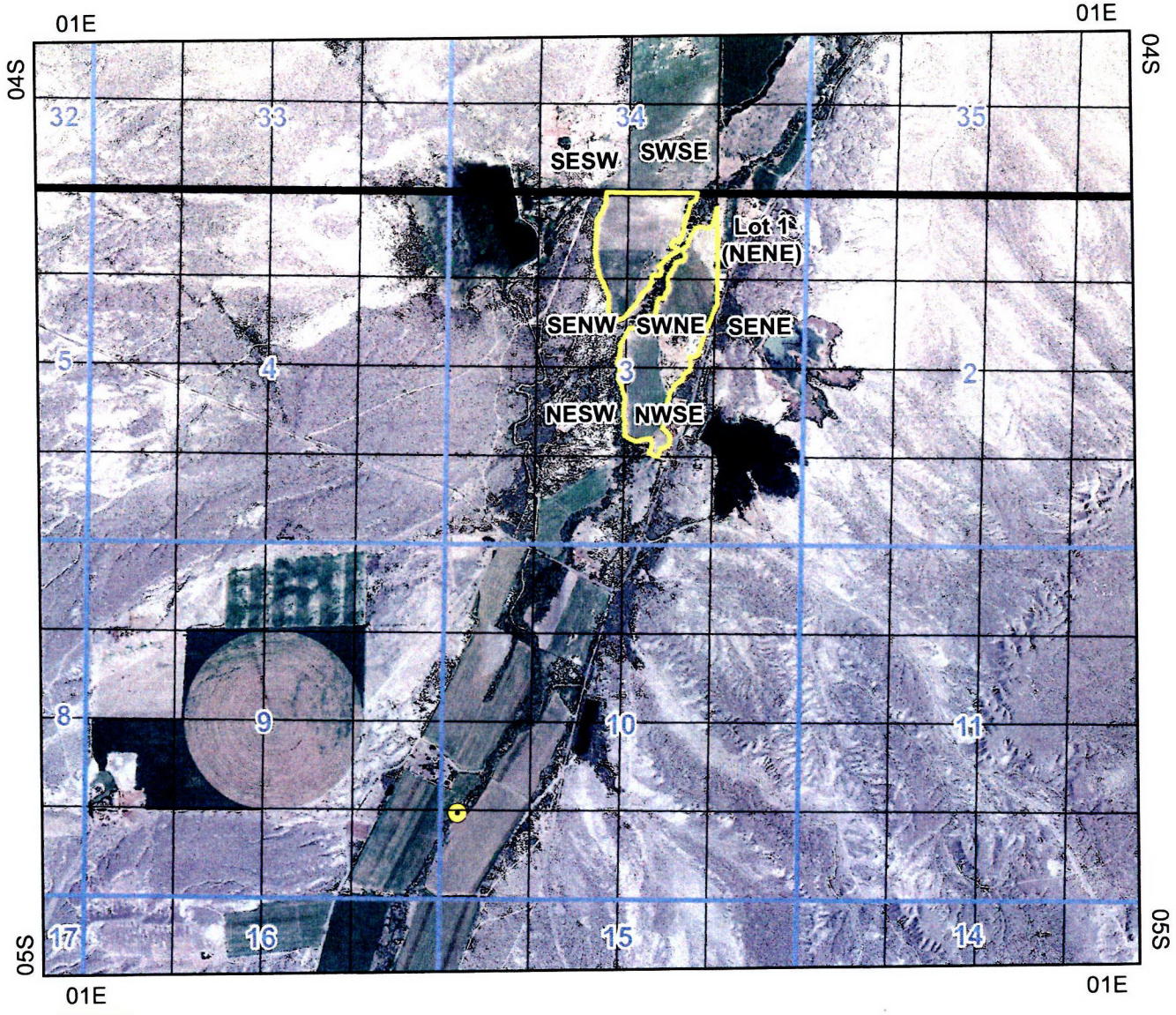
SCANNED
MAY 24 2023

State of Idaho
Department of Water Resources

Attachment to Water Right License

57-10858

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



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Point of Diversion

0 0.3 0.6 1.2 Miles

N

SCANNED
MAY 24 2023

Form 42-248(9) 3/22

RECEIVED
MAY 09 2022
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

and a request to be notified of a change in ownership or any proposed or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
57-10858			
57-10857			
57-7209			
57-2129			
57-88			

2. The following **REQUIRED** information must be submitted with this form:

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) A **FEE** of **$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

   Farm Service Agency
   2208 E. Chicago St., Ste. B.
   Caldwell, ID 83605

   Phone 208-779-3432
   Email shelbie.sigler@usda.gov

4. Name of Water Right Owner/Claimant(s) John Ryan Kale Steiner and Samantha Daniele Steiner

5. Expiration Date of Notification Period 04-08-2062

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest Holder(s)

   Title, if applicable Farm Loan Manager

SUPPORT DATA
IN FILE # 57-88

For Office Use Only

Receipted by CL Date 05/09/2022 Receipt No. W050411 Fee $125.00

Processed by AJ _____ Date _____ WR CL Date 11/1/2022

SCANNED
MAY 24 2023

This mortgage is to be filed and indexed not only as a mortgage but also as a fixture filing.

This mortgage is junior and subordinate to only that mortgage executed by John and Samantha Steiner and delivered to Northwest Farm Credit Services, dated 4/15/2022 and recorded as Instrument No. 311883.

Instrument # 311887
MURPHY, OWYHEE, IDAHO
2022-04-15 12:29:48 No. of Pages: 9
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: $45.00
Ex-Officio Recorder Deputy: PS
Index To: MORTGAGE
Electronically Recorded by Simplifile

COPY

Position 5

Form Approved – OMB No. 0560-0237

FSA-2029 ID
(05-04-18)

(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on APRIL 7TH, 20 22. The mortgagor is JOHN R. STEINER AND SAMANTHA D. STEINER, HUSBAND AND WIFE, ("Borrower") whose mailing address is 23425 BACHMAN GRADE RD, OREANA, ID 83650. This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 2208 E. CHICAGO ST., STE. B., CALDWELL, ID 83605.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
04-07-2022	$457,750.00	2.50%	04-07-2062

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et. seq. as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of Idaho, County or Counties of OWYHEE.

SCANNED
MAY 24 2023

See attached Exhibit A AND Exhibit B for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

This mortgage is to be filed and indexed not only as a mortgage but also as a fixture filing.

This mortgage is junior and subordinate to only that mortgage executed by John and Samantha Steiner and delivered to Northwest Farm Credit Services, dated 4/15/2022 and recorded as Instrument No. 311883.

FSA-2029 ID
(05-04-18)

Position 5

Form Approved – OMB No. 0560-0237
(See Page 7 for Privacy Act and Paperwork Reduction Act Statements)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

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SCANNED
MAY 24 2023

See attached Exhibit A AND Exhibit B for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and

income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions that are now or hereafter included in, affixed, or attached to "the property."

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

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise, all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the rights, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.
7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.
8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, recording fees, [illegible]

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MAY 24 2023

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence 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 use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Federal, state, or local environmental law or regulation. Borrower shall promptly give the Government 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 or regulation 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 substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "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, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

SCANNED
MAY 24 2023

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. **Default; death; incompetency; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **Assignment of lease and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

29. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all of any part of the property, the Government may pay its share of the purpose price by crediting such amount on any debts of Borrower owing to the Government in the order prescribed above.

SCANNED

MAY 24 2023

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

JOHN R. STEINER (SEAL)

SAMANTHA D. STEINER (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENTS

STATE OF IDAHO }
COUNTY OF Canyon } ss. (Individual)

On this 7 day of April 2022 before me personally appeared John R. Steiner and Samantha D. Steiner, to be known to me to be the same person(s) whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instrument as (his or her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

PALLA R GARRINGER
COMMISSION #22388
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC

PALLA R GARRINGER
Residing in: Emmett, ID
Commission Expires: 12/04/2026

Notes: Page 6 of 7, and page 7 of 7apply to entities and will not be recorded for individuals.
Page 7 of 7 contains the privacy act paperwork reduction act and USDA nondiscrimination statements and will not be recorded.

SCANNED
MAY 24 2023

STATE OF IDAHO)
) ss. (Corporation)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, President and _____ Secretary of _____, a _____ corporation, on behalf of the corporation.

My commission expires:

_____

_____
NOTARY PUBLIC

STATE OF IDAHO)
) ss. (Partnership)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Partners, on behalf of the _____, a _____ partnership.

My commission expires:

_____

_____
NOTARY PUBLIC

SCANNED
MAY 24 2023

STATE OF IDAHO

} *ss.* (Limited Liability Company)

COUNTY OF _____

On this _____ day of _____, in the year of 20 ____, personally appeared before me, _____, known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

_____

NOTARY PUBLIC

Residing at _____

(SEAL)

My commission expires: _____

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 764, 7 CFR Part 765, 7 CFR Part 766, the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to establish the borrower's agreement to the terms and conditions for obtaining the requested FSA Farm Loan Programs benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the requested FSA Farm Loan Programs benefits.*

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

SCANNED
MAY 24 2023

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EXHIBIT A

water rights

In Township 5 South, Range 1 East, Boise Meridian, Owyhee County, Idaho.

Section 3: Government Lots 2 and 3, Southwest Quarter of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, Northeast Quarter of the Southwest Quarter and the West half of the Southeast Quarter lying Northwest of County Road also known as Oreana Loop Road.

AND

All irrigation equipment attached to the property described above.

All irrigation equipment of every kind and character, including but not limited to, pumps, motors, and mainline. All hand lines, wheel lines, and pivots, together with substitutions, replacements, and any irrigation equipment acquired hereafter.

Water Rights:

57-10858

57-10857

57-7209

57-2129

57-88

SCANNED

MAY 24 2022

EXHIBIT B

Tract I:

Lots 1 and 2 of Block 5 of Oreana Subdivision, together with all Private Roads for ingress and egress to said lots, Owyhee County, Idaho, according to the official plat thereof on file and of record as Instrument No. 165543 in the office of the recorder for Owyhee County, Idaho.

EXCEPTING THEREFROM the following described parcel:

All those portions of Lots 1 and 2 in Block 5 together with any private roads in Block 5 of Oreana Subdivision, according to the official plat filed as Instrument No. 165543, official records of Owyhee County, Idaho, all lying westerly of the following described line:
COMMENCING at the Northeast corner of said Block 5, thence
South 89°40'03" West along the North boundary line of Lot 2 of said Block 5 a distance of 184.11 feet to the TRUE POINT OF BEGINNING; thence
South 3°30'19" East a distance of 661.16 feet, more or less, to a point on the South boundary line of Lot 2 of said Block 5 located South 89°41'02" West a distance of 143.05 feet from the Southeast corner of said Lot 2, thence continuing
South 3°30'19" East a distance of 90.38 feet; thence
South 61°08'43" West a distance of 514.44 feet; thence
South 84°48'06" West a distance of 713.72 feet, more or less, to the POINT OF TERMINUS at a point on the West boundary line of Lot 1 in Block 5 located South 0°03'57" West 1040.68 feet from the Northwest corner of said Block 5.

Tract II:

Lots 1 and 2 of Block 7 and Lots 1 and 2 of Block 8 of Oreana Subdivision, together with all Private Roads for ingress and egress to said lots, Owyhee County, Idaho, according to the official plat thereof on file and of record as Instrument No. 165543 in the office of the recorder for Owyhee County, Idaho.

EXCEPTING THEREFROM the following described parcel:

All those portions of Lots 1 and 2 in Block 7 and those portions of Lot 2 in Block 8, together with any private roads in Blocks 7 and 8, of Oreana Subdivision according to the official plat filed as Instrument No. 165543, official records of Owyhee County, Idaho, all lying Northwesterly of the following described line:
BEGINNING at the Northeast corner of said Block 7; thence
North 89°42'09" West along the North boundary line of said Block 7 a distance of 52.04 feet; thence
South 1°54'42" West a distance of 266.64 feet, more or less, to a point on the East boundary line of Lot 1 in Block 7, located North 0°12'02" East 113.30 feet from the Southeast corner of said Lot 1 in Block 7; thence
South 41°50'31" West a distance of 174.05 feet; thence
South 78°53'12" West a distance of 195.71 feet; thence
South 89°33'05" West a distance of 295.10 feet, more or less, to a point on the West boundary line of said Lot 1 located South 0°12'38" West 495.78 feet from the Northwest corner of Lot 1 in Block 7; thence continuing
South 89°33'05" West a distance of 249.00 feet; thence
South 82°49'25" West a distance of 412.17 feet; thence
South 13°12'31" East a distance of 133.73 feet, more or less to an angle point on the South boundary line of Lot 2 in Block 7 located South 55°49'56" East 43.34 feet from the Southwest corner of Lot 2 in Block 7; thence continuing
South 13°12'31" East a distance of 390.24 feet, more or less, to the POINT OF TERMINUS on the South boundary line of Lot 2 of said Block 8 located North 72°03'30" East 330.03 feet from the Southwest corner of Lot 2 in Block 8.

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

October 31, 2022

JOHN & SAMANTHA STEINER
23425 BACHMAN GRADE RD
OREANA ID 83650-5066

Re: Change in Ownership for Water Right No(s): 57-10858, 57-10857, 57-7209, 57-2129, 57-88

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4620.

Sincerely,

Clint Lindow
Water Resource Agent

Enclosure(s)

c: FARM SERVICE AGENCY

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

October 31, 2022

FARM SERVICE AGENCY
2208 E CHICAGO ST STE B
CALDWELL ID 83605-4496

RE: Notice of Security Interest for Water Right/Permit No(s): 57-10858, 57-10857, 57-7209, 57-2129, 57-88

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4630.

Sincerely,

Clint Lindow

Clint Lindow
Water Resource Agent

Enclosure(s)

c: JOHN R STEINER
SAMANTHA D. STEINER

SCANNED
MAY 24 2023

USDA United States Department of Agriculture
Farm Production and Conservation
Farm Service Agency
Canyon/Ada/Owyhee Farm Service Agency
2208 E. Chicago Street, Suite B
Caldwell, ID 83605

RECEIVED
MAY 09 2022
WATER RESOURCES
WESTERN REGION

May 5, 2022

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

To Whom It May Concern:

Enclosed please find a "Notice of Change in Water Right Ownership" form and a "Notice of Security Interest in a Water Right" for John and Samantha Steiner, along with the required forms (warranty deed, map, mortgage), signatures, and required fees.

Please process these forms and return to our office after processing.

If you have any questions or need more information, please feel free to contact our office.

Sincerely,

Shelbie Sigler
Farm Loan Manager

Enclosures

208-779-3432

USDA is an equal opportunity provider, employer, and lender.

SCANNED
MAY 24 2023

USDA United States Department of Agriculture
Farm Production and Conservation
Farm Service Agency
Canyon/Ada/Owyhee Farm Service Agency
2208 E. Chicago Street, Suite B
Caldwell, ID 83605

RECEIVED
MAY 09 2022
WATER RESOURCES
WESTERN REGION

May 5, 2022

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

To Whom It May Concern:

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If you have any questions or need more information, please feel free to contact our office.

Sincerely,

Shelbie Sigler
Farm Loan Manager

Enclosures

208-779-3432

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SCANNED
MAY 24 2023