Form 42-248(9) 3/22

RECEIVED
AUG 25 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)

Completed 1/4/23

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.
67-10830			

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

   USDA - Farm Service Agency
   2208 E. Chicago Street, Ste. B
   Caldwell, ID 83605

   Phone (208) 454-8695
   Email april.tyson@usda.gov

4. Name of Water Right Owner/Claimant(s) Austin Craig Barnett and Christina Jewell Barnett

5. Expiration Date of Notification Period 08/10/2042

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

7. Signature(s) of Security Interest Holder(s) April Tyson
   Title, if applicable Farm Loan Officer

For Office Use Only

Receipted by CE Date 08/25/2022 Receipt No. W050700 Fee $ 25.00

Processed by AJ _____ Date _____ WR _____ Date _____

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MAY 24 2023

Instrument # 249300
STATE OF IDAHO, COUNTY OF WASHINGTON
2022-08-10 03:48:55 PM No. of Pages: 9
Recorded for: AMERITITLE - WEISER
DONNA ATWOOD Fee: $45.00
Ex-Officio Recorder Deputy MMcConnell
Index To: MORTGAGE
Electronically Recorded by Simplifile

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

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

MORTGAGE FOR IDAHO

THIS MORTGAGE ("instrument") is made on AUGUST 10TH, 20 22. The mortgagor is AUSTIN CRAIG BARNETT AND CHRISTINA JEWELL BARNETT, HUSBAND AND WIFE ("Borrower") whose mailing address is PO BOX 56 WEISER, ID 83672. 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 STREET, 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
08/05/2022	$200,000.00	3.75%	08/10/2042
08/05/2022	$125,000.00	3.75%	08/10/2042

(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 WASHINGTON

See attached Exhibit A and Exhibit B for legal descriptions.

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

Initial A B. C/B date 8-10-22

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

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.

Submitted by: AmeriTitle

Position 5

Form Approved – OMB No. 0560-0237

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

FSA-2029 ID
(05-04-18)

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Farm Service Agency

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See attached Exhibit A and Exhibit B for legal descriptions.

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Initial A.B.C.M.B. date 8-10-22

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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, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

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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.

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.

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MAY 24 2023

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.

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.

Austin Craig Barnett (SEAL)
AUSTIN CRAIG BARNETT

Christina Jewell Barnett (SEAL)
CHRISTINA JEWELL BARNETT

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENTS

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

On this 10 day of August, 2022, before me personally appeared Austin Craig Barnett and Christina Jewell Barnett, 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:
10/9/2025

NANCY I. LAZARO NOTARY PUBLIC Comm No. 38914 STATE OF IDAHO

Nancy Lazaro
NOTARY PUBLIC

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.

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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

A.B.
Initial AB date 9/10/22

SCANNED
MAY 2 4 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.

A.B.

Initial CAB date 8/10/22

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MAY 24 2023

Exhibit A

PARCEL I:

IN WASHINGTON COUNTY IDAHO:

Township 13 North, Range 3 West, Boise Meridian, Washington County, Idaho

In Section 9: W1/2W1/2SE1/4 save and except the following described parcel:

Beginning at the SW corner of said W1/2W1/2SE1/4;
Thence East along the South boundary of said W1/2W1/2SE1/4 a distance of 547 feet;
Thence North parallel with the West boundary of said W1/2W1/2SE1/4 a distance of 398 feet;
Thence West parallel with the South boundary of said W1/2W1/2SE1/4 a distance of 547 feet to a point on the West boundary of said W1/2W1/2SE1/4;
Thence South along the West boundary of said W1/2W1/2SE1/4 a distance of 398 feet to the Point of Beginning.

PARCEL II:

IN WASHINGTON COUNTY IDAHO

Township 13 North, Range 3 West of the Boise Meridian

Section 9: E1/2NW1/4SE1/4

Including Water Rights:
3.75 shares of water stock with Middle Valley Ditch Corporation

Initials A.B. CJB Date: 8/10/22

SCANNED
MAY 24 2023

Exhibit B

IN WASHINGTON COUNTY, IDAHO

IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:
Section 9: A portion of the S1/2SE1/4 described as follows;

Beginning at the Northwest corner of the SE1/4SE1/4 of said Section 9;
Thence West 83 feet;
Thence Southeasterly to a point 102 feet South of the Northwest corner of said SE1/4SE1/4;
Thence South 948 feet, more or less, to a point 270 feet North of the Southwest corner of said SE1/4SE1/4;
Thence Southeasterly to a point 104 feet East of the Southwest corner of said SE1/4SE1/4;
Thence East 1194.5 feet, more or less, to a point 21.5 feet West of the Southeast corner of said SE1/4SE1/4;
Thence North, parallel to the East line of said SE1/4SE1/4, to the North line thereof;
Thence West 1298.5 feet, more or less, to the POINT OF BEGINNING.
SUBJECT TO County Road along the South boundary.

Including Water Rights:
67-10830 Idaho Department of Water Resources
2.25 shares of water stock with Middle Valley Ditch Corporation

Initials AB CJB Date: 9/10/22

SCANNED
MAY 24 2023

Water Right Report : 67-10830(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WILLIAMS, BERYL KENNETH	1100 N DOUGLAS	PORTERVILLE	CA	93257
Current Owner	WILLIAMS, EDNA FERN	1100 N DOUGLAS	PORTERVILLE	CA	93257
Original Owner	COLSON, JACK E	1318 GRANT ST	BOISE	ID	83706
Original Owner	COLSON ESTATE	C/O BYERS CLARA M 4570 DALTON LN	BOISE	ID	83704
Original Owner	CHITWOOD, BARBARA A	948 HWY 95	WEISER	ID	83672
Original Owner	CHITWOOD, W LELAND	948 HWY 95	WEISER	ID	83672

Water Right Status

Priority Date : 6/1/1929
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	13N	03W	9	0	SE	SE	SE	WASHINGTON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
TOTAL			0.06 CFS	

Places of Use

Place of Use Legal Description : STOCKWATER (WASHINGTON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
13N	03W	9			SE	SE	

Place of Use Legal Description : DOMESTIC (WASHINGTON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
13N	03W	9			SE	SE	

Conditions

Code	Condtions
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.

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SCANNED
MAY 24 2023

Domestic and Livestock Water Right 67-10830

N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

2 POINTS OF DIVERSION LOCATED IN T13N, R03W, S09, SESESE.

N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

PARCEL NO. 13N03W099020 STOCKWATER, 50 RANGE CATTLE

Dates

Licensed Date :
Decreed Date : 12/15/2000
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

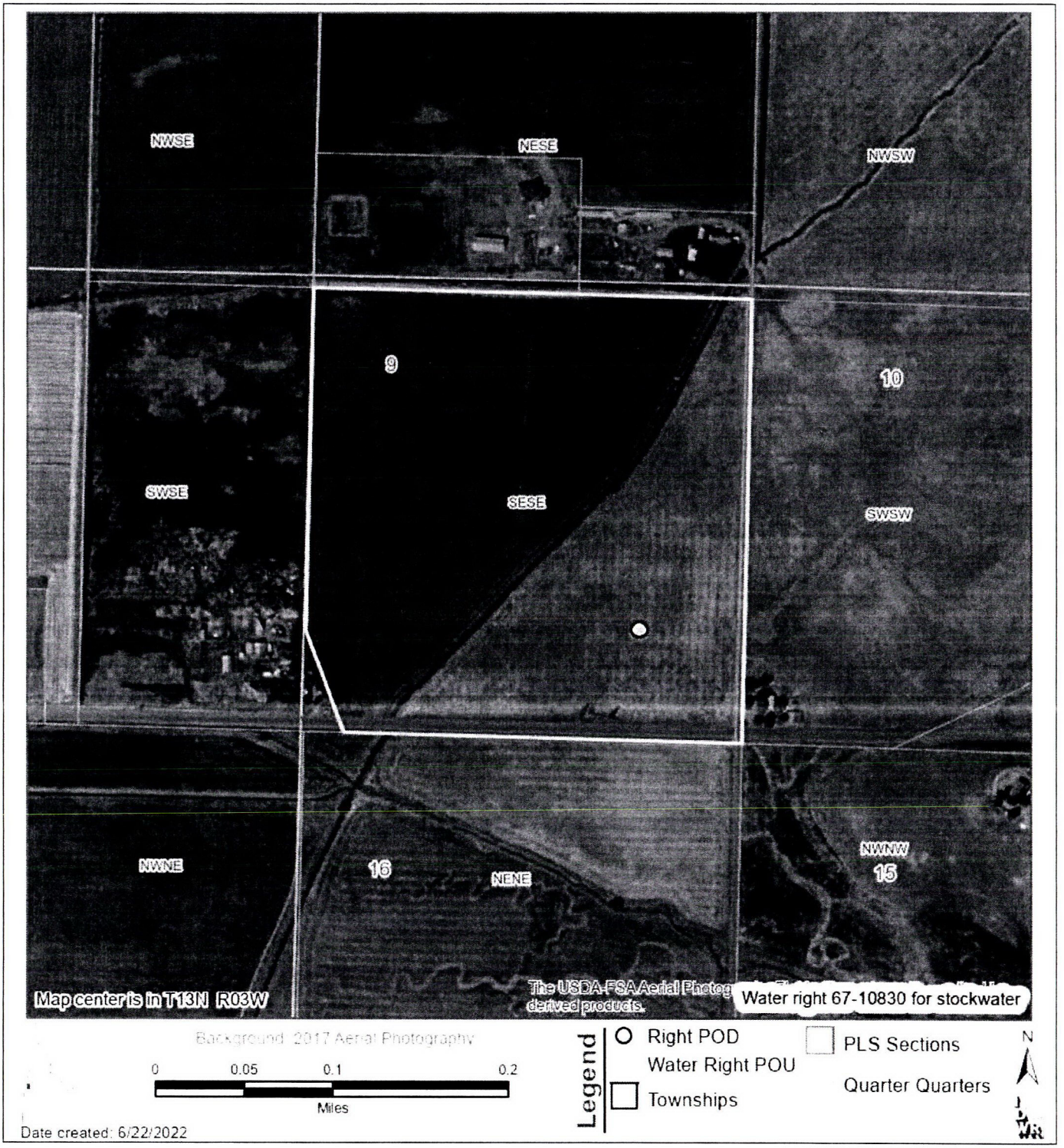
Other Information

State or Federal : S
Water District Number : EXC
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES 6/22/2022

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Domestic and Livestock Water Right 67-10830 Map



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SCANNED
MAY 24 2023

Domestic and Livestock Water License 67-7244

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 67-7244 Priority March 31, 1975 Amount .06 cfs

THIS IS TO CERTIFY, that LAWRENCE E. DENNEY

of Midvale, Idaho, has complied with the terms and conditions of Permit No. 67-7244 issued pursuant to Application for Permit dated March 31, 1975, and has submitted proof to the Department of Water Resources on March 4, 1980, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of .06 cfs of water from a groundwater source, tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Stockwater	from January 1 to December 31	at .04 cfs and	2.2 acre feet
Domestic	from January 1 to December 31	at .06 cfs and	2.4 acre feet
_____	from _____ to _____ (inclusive)	at _____ cfs and	_____

Subject, however, to the condition that no more than .06 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 4.6 acre feet per year, said waters to be diverted within the NE¼SE¼, Sec. 9, Twp. 13N, Rge. 3W, B.M. in the County of Washington

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
13N	3W	9																	

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30 day of January, 19 81.

Director

DEPARTMENT OF WATER RESOURCES

MICROFILMED

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Notice of Agreement to Sell 203779

Kenneth R. Williams and Terry D. Williams agree to sell 36 +- acres to Austin C. Barnett & Christina J. Barnett for the amount of $125,000.

Dated: 08/13/2021

Kenneth R. Williams

Kenneth R. Williams

Terry D. Williams

Austin C. Barnett

Christina J. Barnett

2178 old highway
Midvale, ID
* Legal Description Attached

SCANNED
MAY 24 2023

RECVD
MAR 23 2022
CANYON/ADA/OWYHEE FSA

RP#: **RP13N03W099020**	TAG: **TAG 009-0000**	Current owner: **WILLIAMS LIVING TRUST, THE KENNETH & JANICE{more}**
AIN:	TIF:	Ownership type: **Tenancy in Common**
Status: **Active**	County: **44-Washington**	Situs address: **2178 OLD HIGHWAY**
Geocode:	Class:	Description: **TN-4 S9T13R3 39.28 ACRES**
Rev acct: **0000015918**	Pmt plan:	Class: **101 Irrigated Crop Land**
Tax area:	ACH plan:	Roll type: **Real Property**

2021-103694-A | *Tax Info* | Print | Bill Detail

Bill type: Original Actual

Bill date: November 01, 2021

Amount: $343.20

Paid date: Tuesday, November 23, 2021

Receipt: U21.3163

Sequence no: 2

Paid by:
WILLIAMS LIVING TRUST, THE KENNETH & JANICE

Check no:

Description: TN-4 S9T13R3 39.28 ACRES

Owner of record:
WILLIAMS LIVING TRUST, THE KENNETH & JANICE
8632 MOSSFORD DR
HUNTINGTON BEACH CA 92646

Total Due 1/13/2022

Bill 2021-103694-A Inst 2-June 21	$0.00
Total Current	$0.00
Delinquent	$0.00
Adv/Surplus	$0.00
Discount	$0.00
Total Due	$0.00

Values/Exemptions

Land Assessed	42,979 USD
Total Acres	39.2800 Acres
Total Value	42,979 USD
Net Tax Value	42,979 USD

Charge Summary — Detail

Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings

CANYON/ADA/OWYHEE FSA
RECVD
MAR 23 2022
SCANNED
MAY 24 2023

203779

Legal Description for Trustee Deed

IN WASHINGTON COUNTY, IDAHO:

IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:

Section 9: A portion of the S½SE¼ described as follows:

Beginning at the northwest corner of the SE¼SE¼ of said Section 9;
Thence West 83 feet;
Thence southeasterly to a point 102 feet South of the northwest corner of said SE¼SE¼;
Thence South 948 feet, more or less, to a point 270 feet North of the southwest corner of said SE¼SE¼;
Thence southeasterly to a point 104 feet East of the southwest corner of said SE¼SE¼;
Thence East 1194.5 feet, more or less, to a point 21.5 feet West of the southeast corner of said SE¼SE¼;
Thence North, parallel to the East line of said SE¼SE¼, to the North line thereof;
Thence West 1298.5 feet, more or less, to the POINT OF BEGINNING.

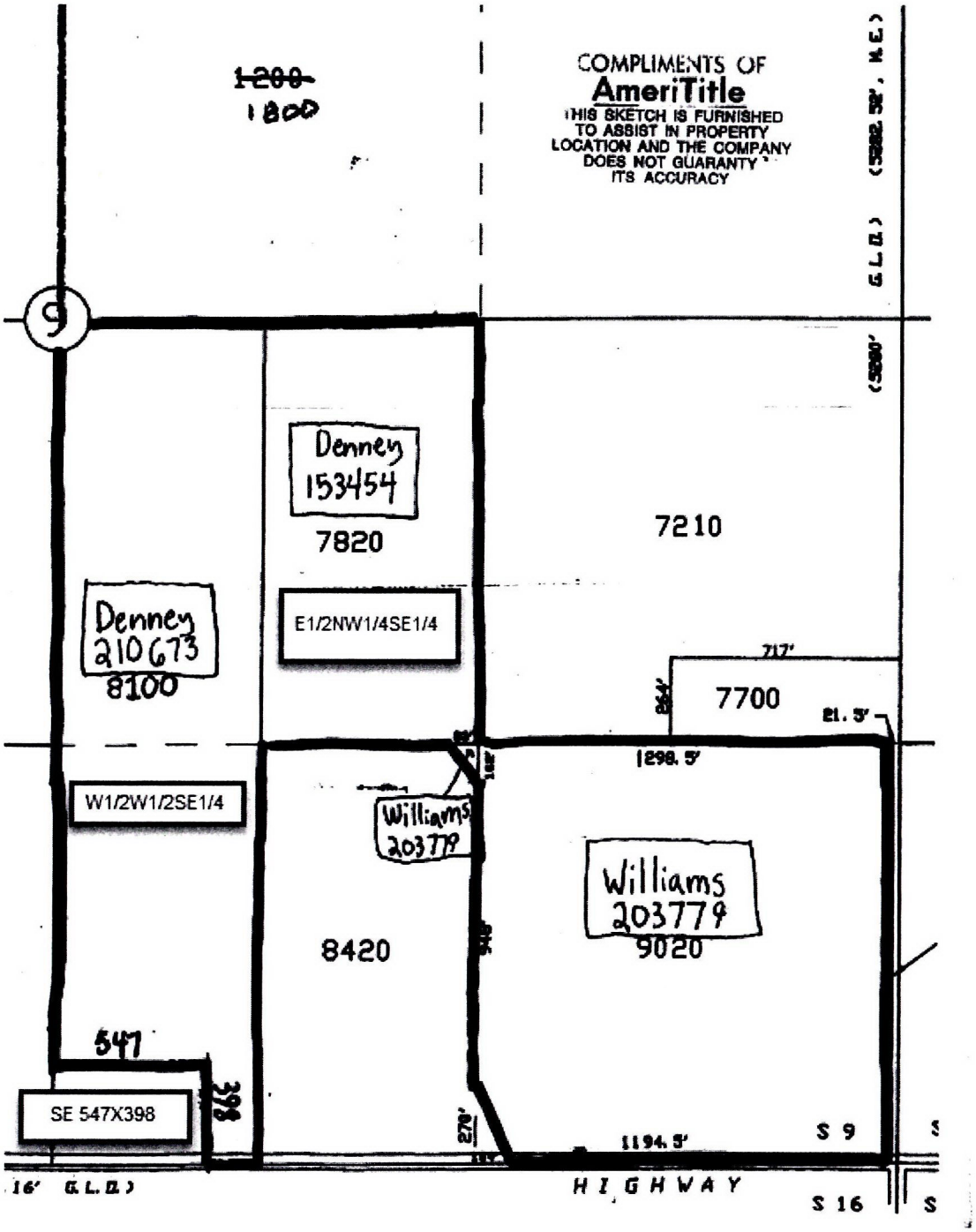
SUBJECT TO County Road along the South boundary.

SCANNED
MAY 2 4 2023

Tyson, April - FSA, Caldwell, ID

From: Jonathan Edwards <jonathan.edwards@ameritite.com>
Sent: Friday, April 22, 2022 2:08 PM
To: Tyson, April - FSA, Caldwell, ID
Cc: 'acbarnett522@yahoo.com'; Sigler, Shelbie - FSA, Caldwell, ID
Subject: RE: legal descriptions and maps for Barnett RE purchase- correct

There was a typo on the E/12NW1/4SE1/4 from the prior map I sent. Here is a correction-Thanks!



SCANNED
MAY 24 2023

Jonathan M. Edwards | Title Supervisor
128 E.Main Street | Weiser, ID | 83672
Phone (208) 414-1792 | Fax (208) 414-1794
Jonathan.Edwards@amerititle.com | www.AmeriTitle.com

From: Jonathan Edwards
Sent: Tuesday, April 19, 2022 10:10 AM
To: 'Tyson, April - FSA, Caldwell, ID' <april.tyson@usda.gov>
Cc: acbarnett522@yahoo.com; Sigler, Shelbie - FSA, Caldwell, ID <Shelbie.Sigler@usda.gov>
Subject: RE: legal descriptions and maps for Barnett RE purchase

Hi April,
The Alquit descriptions used for Denney's property have been added to the maps below, it that helps. I also included the County Tax plat- the distances are not accurate on it, as they use Blm plats and overlays, but distances are shown.
The Williams description and distances are drawn on the map below☺

Please let me know if that helps or if there are questions
Jonathan

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
AUG 25 2022
WATER RESOURCES
WESTERN REGION

August 22, 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 Austin Craig Barnett and Christina Jewell Barnett, along with the required forms (Mortgage recorded, map, and legal description), 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,

April Tyson
Farm Loan Officer

Enclosures

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

SCANNED
MAY 24 2023

Idaho Department of Water Resources Receipt

Receipt ID: W050700

Payment Amount	$50.00	Date Received	8/25/2022	Region	WESTERN
Payment Type	Check	Check Number	1001		

Payer BARNETT, AUSTIN & CHRISTINA

Comments OWNERSHIP CHANGE FOR AUSTIN & CHRISTINA BARNETT
SECURITY INTEREST FOR USDA FARM SERVICE AGENCY
WRNO 67-10830

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	62140	0229	21		1155

LE

Signature Line (Department Representative)

SCANNED
MAY 24 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

January 4, 2022

USDA – FARM SERCIVE AGENCY
2208 E. CHICAGO STREET, STE. B
CALDWELL, ID 83605

RE: Notice of Security Interest for Water Right/Permit No(s): 67-10830

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)287-4921.

Sincerely,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1

Enclosure(s)

c: AUSTIN CRAIG BARNETT AND CHRISTINA JEWELL BARNETT

SCANNED
MAY 2 4 2023

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

RECEIVED
AUG 26 2022
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
AUG 25 2022
WATER RESOURCES WESTERN REGION

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. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-10830 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Beryl Kenneth Williams and Edna Fern Williams
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Austin Craig Barnett and Christina Jewell Barnett
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

PO Box 56 (Mailing address) | Weiser (City) | ID (State) | 83672 (Zip)

208-989-2050 (Telephone) | acbarnett522@yahoo.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: 08/10/2022.

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.

8. Signature: Austin Barnett — Signature of new owner/claimant; Title, if applicable; Date 8/10/22
   Print name: Austin Barnett

   Signature: Christina Jewell Barnett — Signature of new owner/claimant; Title, if applicable; Date 8/10/22
   Print name: Christina Jewell Barnett

For IDWR Office Use Only:

Receipted by CE Date 08/25/2022 Receipt No. W050700 Receipt Amt. $25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date 3/31/23

AmeriTitle

Instrument # 249297
STATE OF IDAHO, COUNTY OF WASHINGTON
2022-08-10 03:13:16 PM No. of Pages: 2
Recorded for: AMERITITLE - WEISER
DONNA ATWOOD Fee: $15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 549194AM

FOR VALUE RECEIVED

Lawerence E Denney and Donna M Denney, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Austin Craig Barnett and Christina Jewell Barnett, husband and wife

whose current address is:
PO Box 51
Midvale, ID 83645

the grantee(s), the following described premises, in Washington County, Idaho, TO WIT:

PARCEL I:

IN WASHINGTON COUNTY IDAHO:

Township 13 North, Range 3 West, Boise Meridian, Washington County, Idaho

In Section 9: W1/2W1/2SE1/4 save and except the following described parcel:

Beginning at the SW corner of said W1/2W1/2SE1/4;
Thence East along the South boundary of said W1/2W1/2SE1/4 a distance of 547 feet;
Thence North parallel with the West boundary of said W1/2W1/2SE1/4 a distance of 398 feet;
Thence West parallel with the South boundary of said W1/2W1/2SE1/4 a distance of 547 feet to a point on the West boundary of said W1/2W1/2SE1/4;
Thence South along the West boundary of said W1/2W1/2SE1/4 a distance of 398 feet to the Point of Beginning.

PARCEL II:

IN WASHINGTON COUNTY IDAHO

Township 13 North, Range 3 West of the Boise Meridian

Section 9: E1/2NW1/4SE1/4

249297

Warranty Deed

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 10, 2022

Lawerence E. Denney

Donna M. Denney

State of Idaho } ss
County of Washington}

On this 10 day of August, 2022, before me, Nancy I. Lazaro a Notary Public in and for said state, personally appeared Lawerance E. Denney and Donna M. Denney, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: Weiser, Id
Commission Expires: 10/9/2025

NANCY I. LAZARO NOTARY PUBLIC Comm No. 38514 STATE OF IDAHO

Warranty Deed

AmeriTitle

Instrument # 249298
STATE OF IDAHO, COUNTY OF WASHINGTON
2022-08-10 03:24:09 PM No. of Pages: 5
Recorded for: AMERITITLE - WEISER
DONNA ATWOOD Fee: $15.00
Ex-Officio Recorder Deputy MMcConnell
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 549170AM

FOR VALUE RECEIVED

Terry D Williams and Merianne Williams, husband and wife and Kenneth R Williams and Janice M Williams, Trustees of The Kenneth and Janice Williams Living Trust dated September 20, 2005

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Austin Craig Barnett and Christina Jewell Barnett, husband and wife

whose current address is:
PO Box 51
Midvale, ID 83645

the grantee(s), the following described premises, in Washington County, Idaho, TO WIT:

IN WASHINGTON COUNTY, IDAHO

IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:
Section 9: A portion of the S1/2SE1/4 described as follows;

Beginning at the Northwest corner of the SE1/4SE1/4 of said Section 9;
Thence West 83 feet;
Thence Southeasterly to a point 102 feet South of the Northwest corner of said SE1/4SE1/4;
Thence South 948 feet, more or less, to a point 270 feet North of the Southwest corner of said SE1/4SE1/4;
Thence Southeasterly to a point 104 feet East of the Southwest corner of said SE1/4SE1/4;
Thence East 1194.5 feet, more or less, to a point 21.5 feet West of the Southeast corner of said SE1/4SE1/4;
Thence North, parallel to the East line of said SE1/4SE1/4, to the North line thereof;
Thence West 1298.5 feet, more or less, to the POINT OF BEGINNING.
SUBJECT TO County Road along the South boundary.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants,

249298

Warranty Deed

restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 7/26/, 2022

Terry D Williams

Merianne Williams

The Kenneth and Janice Williams Living Trust

By: Kenneth R. Williams, Trustee

By: Janice M. Williams, Trustee

State of Idaho } ss
County of Gem }

On this 26th day of July, 2022, before me, Heather Dykema a Notary Public in and for said state, personally appeared **Terry D. Williams and Merianne Williams**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

HEATHER DYKEMA NOTARY PUBLIC Comm. No. 33338 STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Gem County
Commission Expires: 1/28/24

State of } ss,
County of }

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said state, personally appeared **Kenneth R Williams and Janice M Williams** known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the The Kenneth and Janice Williams Living Trust, and acknowledged to me that _____ executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

arranty Deed

estrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: _____ _____, 2022

_____
Terry D Williams

_____
Merianne Williams

The Kenneth and Janice Williams Living Trust

Kenneth R Williams 7/29/22
By: Kenneth R. Williams, Trustee

Janice M. Williams 7/29/22
By: Janice M. Williams, Trustee

State of _____ } ss
County of _____ }

On this _____ day of _____, 2022, before me, _____ a Notary Public in and for said state, personally appeared **Terry D. Williams and Merianne Williams**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

State of } ss.
County of }

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for said state, personally appeared **Kenneth R Williams and Janice M Williams** known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the The Kenneth and Janice Williams Living Trust, and acknowledged to me that _____ executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

See attached Notary Acknowledgment

249298

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On July 29 2022 before me, David L Quick Notary Public
(insert name and title of the officer)

personally appeared Kenneth R Williams And Janice M Williams,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVID L. QUICK
Notary Public - California
Orange County
Commission # 2311348
My Comm. Expires Nov 3, 2023

Signature _____ (Seal)

549170AM

EXHIBIT "A"

IN WASHINGTON COUNTY, IDAHO

IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:
Section 9: A portion of the S1/2SE1/4 described as follows;

Beginning at the Northwest corner of the SE1/4SE1/4 of said Section 9;
Thence West 83 feet;
Thence Southeasterly to a point 102 feet South of the Northwest corner of said SE1/4SE1/4;
Thence South 948 feet, more or less, to a point 270 feet North of the Southwest corner of said SE1/4SE1/4;
Thence Southeasterly to a point 104 feet East of the Southwest corner of said SE1/4SE1/4;
Thence East 1194.5 feet, more or less, to a point 21.5 feet West of the Southeast corner of said SE1/4SE1/4;
Thence North, parallel to the East line of said SE1/4SE1/4, to the North line thereof;
Thence West 1298.5 feet, more or less, to the POINT OF BEGINNING.
SUBJECT TO County Road along the South boundary.

549170AM

EXHIBIT "A"

IN WASHINGTON COUNTY, IDAHO

IN TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:
Section 9: A portion of the S1/2SE1/4 described as follows;

Beginning at the Northwest corner of the SE1/4SE1/4 of said Section 9;
Thence West 83 feet;
Thence Southeasterly to a point 102 feet South of the Northwest corner of said SE1/4SE1/4;
Thence South 948 feet, more or less, to a point 270 feet North of the Southwest corner of said SE1/4SE1/4;
Thence Southeasterly to a point 104 feet East of the Southwest corner of said SE1/4SE1/4;
Thence East 1194.5 feet, more or less, to a point 21.5 feet West of the Southeast corner of said SE1/4SE1/4;
Thence North, parallel to the East line of said SE1/4SE1/4, to the North line thereof;
Thence West 1298.5 feet, more or less, to the POINT OF BEGINNING.
SUBJECT TO County Road along the South boundary.

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

March 31, 2023

AUSTIN CRAIG BARNETT
CHRISTINA JEWELL BARNETT
PO BOX 56
WEISER ID 83672-0056

Re: Change in Ownership for Water Right No(s): 67-10830

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)287-4921.

Sincerely,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1