IDAHO DEPARTMENT OF WATER RESOURCES **3/25/2024**

Proof Report

AFTER SPLIT

Water Right 63-34381

Owner Type	Name and Address
Current Owner	JESSE WAGEMAN 24103 RUSTIC CT STAR, ID 83669-4815 (208) 530-5088
Current Owner	DUSTIN WAGEMAN 24103 RUSTIC CT STAR, ID 83669-4815 (208) 530-5088
Present Owner	RICHARD BURGO 24103 RUSTIC CT STAR, ID 83669-4815 (208) 760-3310
Present Owner	RACHEL B BURGO 24103 RUSTIC CT STAR, ID 83669-4815 (208) 760-3310

Priority Date: 5/9/2017
Basis: License
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.130 CFS	28.8 AF
STOCKWATER	01/01	12/31	0.010 CFS	0.1 AF
DOMESTIC	01/01	12/31	0.040 CFS	0.6 AF
	Total Diversion		0.130 CFS	29.5 AF

Source and Point(s) of Diversion:
GROUND WATER SWSW Sec. 36, Twp 05N, Rge 02W, CANYON County

Place Of Use:
DOMESTIC within CANYON 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
05N	02W	36											X						

STOCKWATER within CANYON 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
05N	02W	36											X						

IRRIGATION within CANYON 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
05N	02W	36											6.4						6.4

POU Total Acres: 6.4

Conditions of Approval:

1. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
2. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. WB5 Domestic use is for 1 home and does not include lawn, garden, landscape, or other types of irrigation.
4. 103 When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

Comments:

1 wmills 5/22/2023 POU
Updated Shape

2 wmills 5/22/2023 POD
Updated Shape of PointOfDiversionId 991083 (previously at SpatialDataId 510942)

3 DMansfield 3/25/2024 POU
Updated Shape

4 DMansfield 3/25/2024 Split Right
Split into 63-35529. Actual Diversion Rate of Stockwater after split is .016 CFS and actual Volume is .08 AF.

Dates and Other Information:
Licensed Date: 5/31/2023
Owner Name Connector: AND
Water District Number: EXC
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

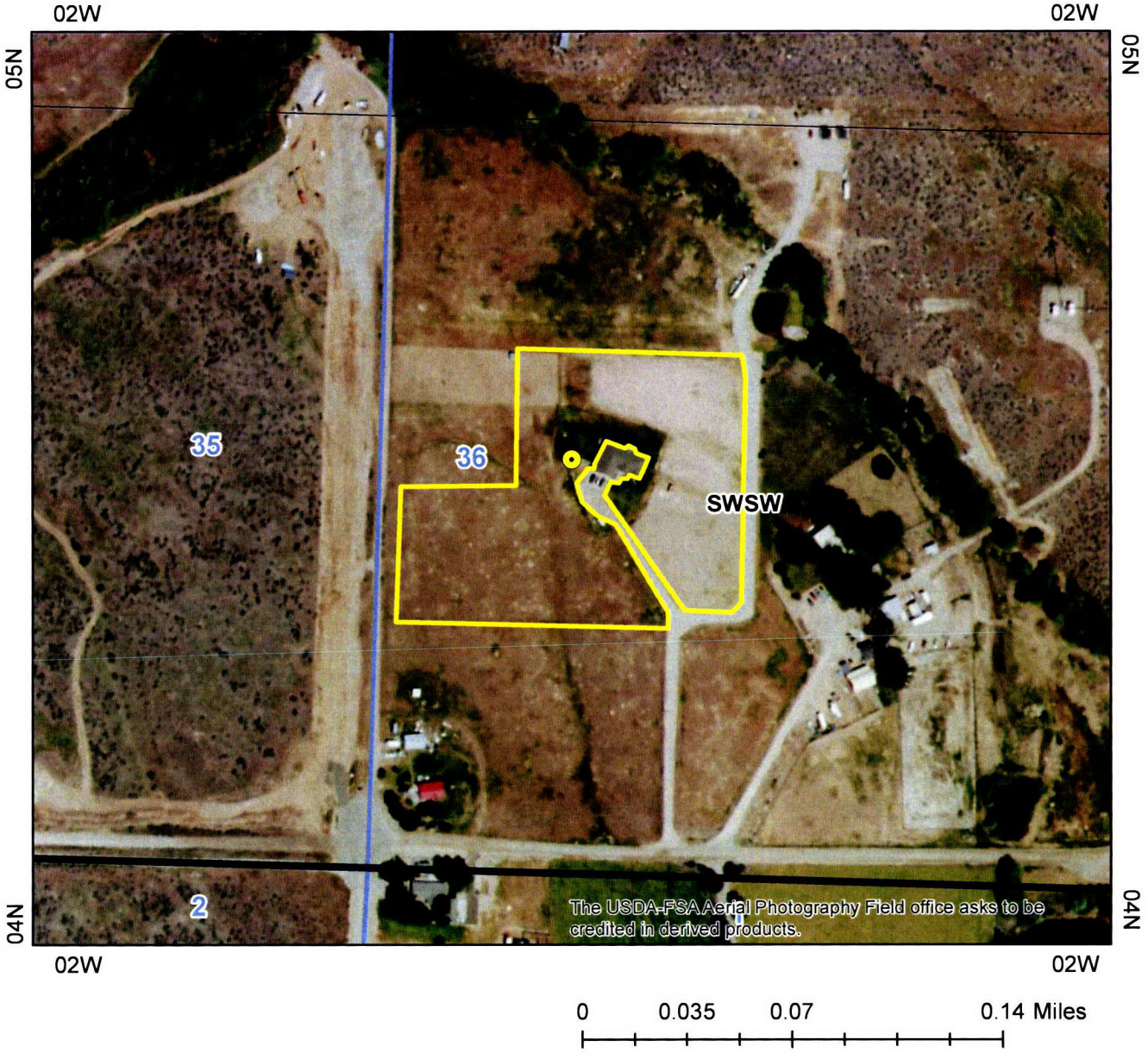
N/A

State of Idaho
Department of Water Resources

Water Right

63-34381

AFTER SPLIT



IDAHO DEPARTMENT OF WATER RESOURCES **3/25/2024**

Proof Report

BEFORE SPLIT

Water Right 63-34381

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Present Owner	RACHEL B BURGO 24103 RUSTIC CT STAR, ID 83669-4815 (208) 760-3310

Priority Date: 5/9/2017
Basis: License
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.130 CFS	28.8 AF
STOCKWATER	01/01	12/31	0.020 CFS	0.1 AF
DOMESTIC	01/01	12/31	0.040 CFS	0.6 AF
	Total Diversion		0.130 CFS	29.5 AF

Source and Point(s) of Diversion:
GROUND WATER SWSW Sec. 36, Twp 05N, Rge 02W, CANYON County

Place Of Use:
DOMESTIC within CANYON 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
05N	02W	36											X						

STOCKWATER within CANYON 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
05N	02W	36											X						

IRRIGATION within CANYON 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
05N	02W	36											6.4						6.4

POU Total Acres: 6.4

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Updated Shape

2 wmills 5/22/2023 POD
Updated Shape of PointOfDiversionId 991083 (previously at SpatialDataId 510942)

Dates and Other Information:

Licensed Date: 5/31/2023
Owner Name Connector: AND
Water District Number: EXC
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources

Water Right

63-34381

BEFORE SPLIT



0 0.035 0.07 0.14 Miles

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

N

Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE

RECEIVED
DEC 15 2023
WATER RESOURCES
WESTERN REGION

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?
#63-34381 ✓	Yes ☑	Yes ☐	RECEIVED	Yes ☐	Yes ☐
↳ 63-35529 ✓	Yes ☐	Yes ☐	FEB 02 2024	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐	DEPT. OF WATER RESOURCES	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Richard Burgo and Rachel B Burgo
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Pamela J. ONeill and Dan James Keefe
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   Mailing address: 4589 W. Deerpath Dr. City: Boise State: Idaho Zip: 83714

   Telephone: 949-872-4006 Email: Pam.Keefe.12@gmail.com

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

5. Date you acquired the water rights and/or claims listed above: 10/27/2023.

6. Do you own the land identified as the water right place of use? Yes ☑ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

     SUPPORT DATA
     FILE # 63-34381
   - ☐ 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: Dan J. Keefe — Signature of new owner/claimant
   Title, if applicable: N/A
   Date: 12/15/2023
   Print name: Daniel J. Keefe

   Signature: Pamela J ONeill — Signature of new owner/claimant
   Title, if applicable: N/A
   Date: 12/15/2023
   Print name

For IDWR Office Use Only:

Receipted by CC Date 12-15-23 Receipt No. W051691 Receipt Amt. $100.00

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 DM Date 3-25-24

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

2023-034901
RECORDED
10/27/2023 12:23 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 NHANEY $15.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

TitleOne
a title & escrow co.

Order Number: 23486526

Warranty Deed

For value received,

Richard Burgo and Rachel B. Burgo, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Pamela J. O'Neill and Dan James Keefe, wife and husband

whose current address is 4589 W. Deerpath Drive Boise, ID 83712

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

TitleOne
a title & escrow co.

Order Number: 23486526

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Remainder of page intentionally left blank.

Dated: October 5, 2023

Richard Burgo

Rachel B. Burgo

State of Idaho, County of Ada, ss.

On this 13 day of October in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Burgo and Rachel B. Burgo, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public
Residing In: Residing: Boise, ID
My Commission Expires: Expiration: 11/15/2025
(seal)

TYLER THOMAS
COMMISSION #62620
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

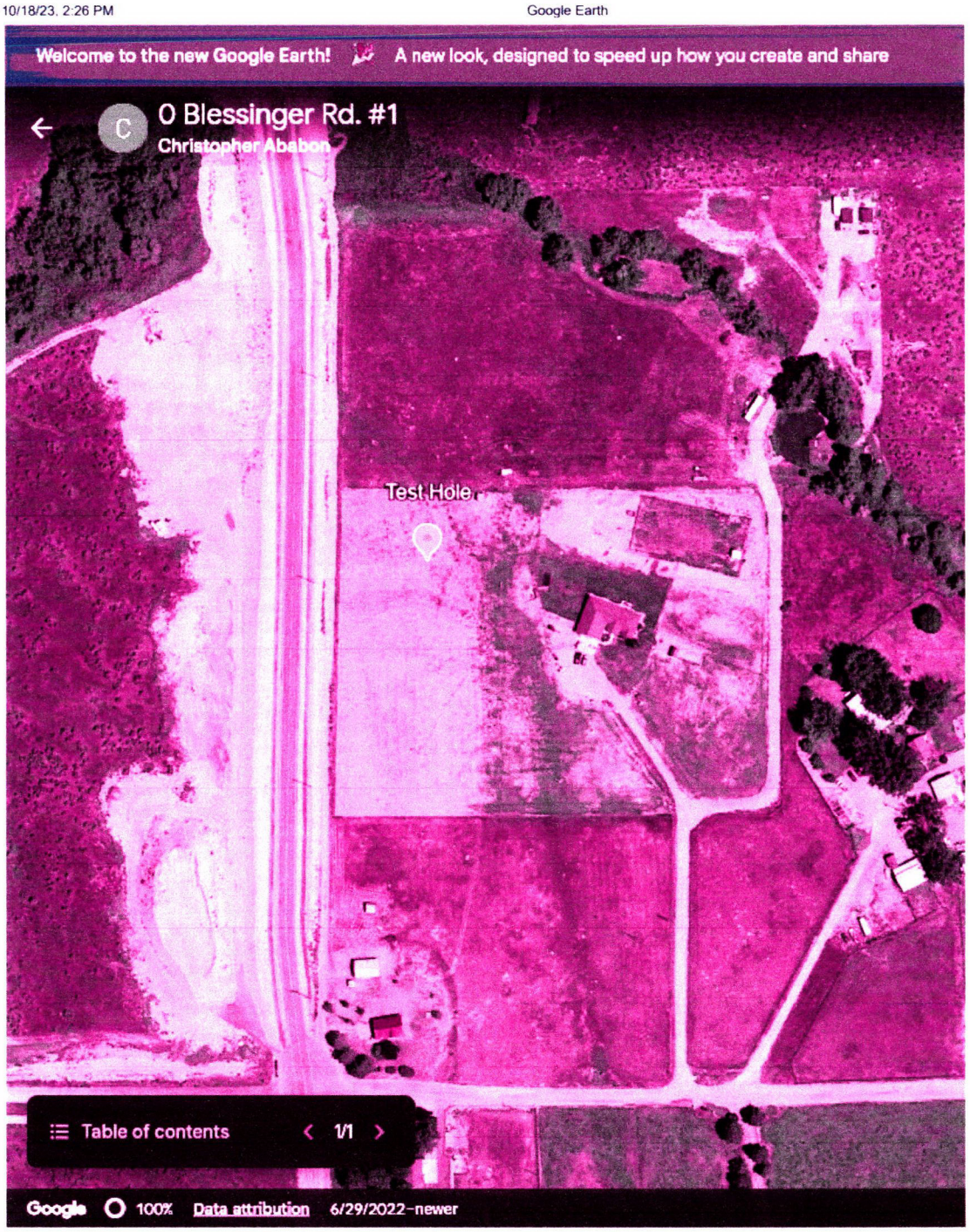
Lot 2 in Block 1 of Dirt Road Ranch Subdivision, according to the official plat thereof, filed in Book 55 of Plats at Page(s) 16, official records of Canyon County, Idaho.

(Parcel B (Canyon CTR)
R3762720I
1.62 acres

SOUTHWEST DISTRICT HEALTH

Test Hole Illustration/Location

10/18/2023



https://earth.google.com/web/data=MkEKPwo9CiExVWNra09XTDd5Z21fcjMweTJzRVJUVG5qdUJtcVc3X2sSFgoUMDczMTI2MzgwRTJDNzlEREM1... 1/1

Healthier Together

13307 Miami Lane - Caldwell, Idaho 83607 - (208) 455-5400 - Fax (208) 455-5405

Soils Worksheet

Test Hole 1:	Yes
Soil Layer 1 Depth:	0-64"
Layer 1 - Soil Design Sub-Group:	B-2
Layer 1 - Soil Textural Classification:	Loam
Layer 1 Observations:	w/ compaction, downgrade to C-1
Soil Layer 2 Depth:	64"-74"
Layer 2 - Other Layer or Descriptor:	Hardpan
Soil Layer 3 Depth:	74"-108"
Layer 3 - Soil Design Sub-Group:	B-1
Layer 3 - Soil Textural Classification:	Sandy Loam
Layer 3 Observations:	w/ compaction, downgrade to B-2
Test Hole Illustration/Location Details:	43.72334, -116.53212

Features of Concern/Observations:

Soil Type:	B-1	**Neighboring Well(s):**	>100'
Slopes:	5%-7%	**Scarps:**	N/A
Down Grade of Soil Type?	Yes	**Soil Type Down Grade Comments:**	w/ compaction, B-2 sizing
Permanent Surface Water:	N/A	**Temporary/Intermittent Surface Water:**	>50'
Normal Ground Water:	N/A	**Seasonal Ground Water:**	N/A
Rock Outcrops:	N/A	**Limiting Layer(s):**	64"-74"

Healthier Together

13307 Miami Lane - Caldwell, Idaho 83607 - (208) 455-5400 - Fax (208) 455-5405

TitleOne
a title & escrow co.

1101 W. River St., Suite 201
Boise, ID 83702
Ph. (208)424-8511
www.titleonecorp.com

Pamela J. O'Neill and Dan James Keefe
4589 W. Deerpath Drive
Boise, ID 83712

Date: 10/31/2023

Regarding: TBD Blessinger Rd, Star, ID 83669

Buyer/Borrower: Pamela J. O'Neill and Dan James Keefe

File No.: 23486526

Greetings:

It's been our pleasure serving as your title and escrow company for your recent real estate transaction. Related to your transaction, please find attached the following:

Owners Policy
Original Warranty Deed

Please feel free to contact us if you have any questions at the number listed above. We appreciate your business and look forward to assisting you with your next closing.

Best Regards,

Tiffany Manker

2470-O-23486526

TITLE RESOURCES

OWNER'S POLICY OF TITLE INSURANCE
Issued By
TITLE RESOURCES GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **TITLE RESOURCES GUARANTY COMPANY**, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:

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AMERICAN LAND TITLE ASSOCIATION

a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
   i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
   ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

.

Title Resources Guaranty Company

By

President/CEO

Secretary

An authorized signature

TRGC Form O: American Land Title Association Owner's Policy of Title Insurance 2021 v. 01.00 (07-01-2021)
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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS
In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

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AMERICAN LAND TITLE ASSOCIATION

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.
b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
c. "Date of Policy": The Date of Policy stated in Schedule A.
d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.
f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

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o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the07-01-21) extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

   When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

   i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

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ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated

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using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers

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the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,

ii. extend the Date of Policy,

iii. insure against loss or damage exceeding the Amount of Insurance, or

iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 8111 LBJ Freeway, Suite 1200, Dallas, TX 75251 or claims@titleresources.com.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is $2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than $2,000,000, any claim or

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dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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AMERICAN LAND TITLE ASSOCIATION

File Number: 23486526
Policy Number: 2470-O-23486526

ALTA Owner's Policy (07/01/2021)

TitleOne
a title & escrow co.

TitleOne
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

Name and Address of Title Insurance Company: Title Resources Guaranty Company
8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

File Number: 23486526

Policy Number: 2470-O-23486526

Date of Policy: October 27, 2023 at 12:23PM

Amount of Insurance: $185,000.00

Premium: $947.00

Property Address Reference: TBD Blessinger Rd, Star, ID 83669

1. **Name of Insured:**
   Pamela J. O'Neill and Dan James Keefe

2. **The estate or interest in the land that is insured by this policy is:**
   Fee Simple

3. **The Title is vested in:**
   Pamela J. O'Neill and Dan James Keefe, wife and husband

4. **The Land referred is described as follows:**
   See Attached Schedule C

TitleOne
By:

Tiffany Manker

Tiffany Manker, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 23486526
Policy Number: 2470-O-23486526

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Rights or claims of parties in possession not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

7. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.

8. Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.

9. Property taxes owed relative to the expiration of site improvement exemptions and/or agricultural exemptions.

10. The land described herein is located within the boundaries of the Star Sewer and Water District and is subject to any assessments levied thereby. Paid Current.

11. The land described herein is located within the district boundaries of the Farmer's Union Ditch Company, Ltd. and is subject to any assessments levied thereby. Paid Current.

12. Right-of-way for Blessinger Road and the rights of access thereto for maintenance of said Road.

13. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded October 2, 1989 as Instrument No. 8918390, records of Canyon County, Idaho.

14. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded June 13, 2003 as Instrument No. 200336270, records of Canyon County, Idaho.

15. Easements, reservations, restrictions, and dedications as shown on the official plat of Rustic Acres Subdivision.

16. Terms and conditions contained in a/an Rustic Acres Subdivision Declaration of Private Easement and Private Road Maintenance Agreement.
Recorded: May 18, 2006
Instrument No.: 200638196, records of Canyon County, Idaho.

17. Terms and conditions contained in a/an Development Agreement by and between Canyon County and Richard and Rachel B. Burgo.
Recorded: November 7, 2022
Instrument No.: 2022-050161, records of Canyon County, Idaho.

18. Terms and conditions contained in a/an Ordinance No. 22024.
Recorded: November 7, 2022
Instrument No.: 2022-050162, records of Canyon County, Idaho.

19. Easements, reservations, restrictions, and dedications as shown on the official plat of Dirt Road Ranch Subdivision.

SCHEDULE C
Legal Description

Lot 2 in Block 1 of Dirt Road Ranch Subdivision, according to the official plat thereof, filed in Book 55 of Plats at Page(s) 16, official records of Canyon County, Idaho.

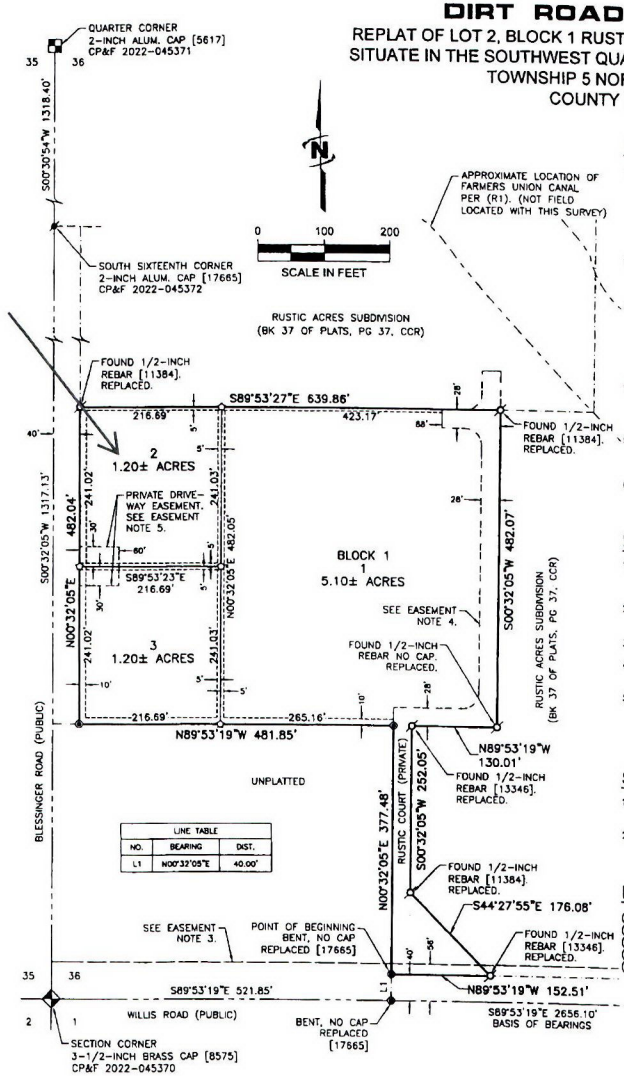
PLAT OF

DIRT ROAD RANCH SUBDIVISION

REPLAT OF LOT 2, BLOCK 1 RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PG 37, CCR)
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
COUNTY OF CANYON, STATE OF IDAHO
2022

PLAT BOOK 55 PAGE 16

RECORDER'S CERTIFICATE



NOTES:

1. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
2. MAINTENANCE OF ANY IRRIGATION PIPE, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION OR DRAINAGE ENTITY OR DISTRICT.
3. THE SUBDIVIDER SHALL COMPLY WITH WITH IDAHO CODE 31-3805 WITH REGARD TO IRRIGATION AND WATER RIGHTS. LOTS 2 AND 3 OF BLOCK 1 WILL EACH UTILIZE A 0.5 ACRE DOMESTIC WELL RIGHT. LOT 1 OF BLOCK 1 WILL MAINTAIN A 0.5 ACRE DOMESTIC WELL RIGHT, A 1.3 ACRE FARMER'S UNION DITCH RIGHT FOR USE IN IRRIGATION, AND ADDITIONAL IRRIGATION RIGHTS COVERING THE REMAINDER OF THE PROPERTY AS APPROVED BY THE IDAHO DEPARTMENT OF WATER RESOURCES. LOT 1 OF BLOCK 1 WILL BE OBLIGATED FOR ASSESSMENTS FROM THE IDAHO DEPARTMENT OF WATER RESOURCES AND FARMER'S UNION DITCH CO. LTD.
4. LOT 1, BLOCK 1 HAS AN EXISTING WELL AND SEPTIC SYSTEM. LOTS 2 AND 3, BLOCK 1 SHALL HAVE INDIVIDUAL WELLS FOR DOMESTIC WATER AND INDIVIDUAL SEPTIC SYSTEMS FOR SEWAGE DISPOSAL AT THE TIME OF DEVELOPMENT OF LOTS 2 AND 3 THE RESPECTIVE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL OF SOUTHWEST DISTRICT HEALTH FOR THEIR INDIVIDUAL WELLS AND SEPTIC SYSTEMS.
5. LOT 1, BLOCK 1 SHALL CONTINUE TO RECEIVE ACCESS TO WILLIS ROAD VIA THE PRIVATE DRIVE SHOWN HEREON AS RUSTIC COURT. LOTS 2 AND 3, BLOCK 1 SHALL TAKE ACCESS DIRECTLY FROM BLESSINGER ROAD.
6. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE R1 ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS, OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THE PLAT.

EASEMENT NOTES:

1. UTILITY EASEMENTS SHOWN OR DESIGNATED HEREON ARE APPURTENANT TO THE LOTS SHOWN HEREON AND ARE FOR INSTALLATION, MAINTENANCE, OPERATION, AND USE OF PUBLIC AND PRIVATE UTILITIES, DRAINAGE, AND IRRIGATION.
2. ALL EASEMENTS SHOWN HEREON ARE PARALLEL WITH THE LINES THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
3. SEE INSTRUMENT NO. 200013056, ORCC FOR EXISTING INGRESS/EGRESS EASEMENT.
4. SEE INSTRUMENT NO. 200638195, ORCC FOR EXISTING PRIVATE EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT.
5. LOTS 2 AND 3 OF BLOCK 1 SHALL TAKE ACCESS TO BLESSINGER ROAD VIA A SINGLE SHARED DRIVEWAY ACCESS LOCATED ON THE LOT LINE COMMON TO SAID LOTS WITHIN THE PRIVATE DRIVEWAY EASEMENT SHOWN HEREON. SAID EASEMENT SHALL BENEFIT BOTH LOTS 2 AND 3 OF BLOCK 1 FOR THE PURPOSE OF INGRESS/EGRESS. NO OTHER ACCESS TO BLESSINGER ROAD IS PERMITTED.

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.
2. THE BOUNDARY LINES SHOWN HERE WERE ESTABLISHED BY HOLDING THE MONUMENTS FOUND REPRESENTING THE GOVERNMENT CORNERS ALONG ALIQUOT SECTION LINES, AND BY HOLDING THE MONUMENTS FOUND REPRESENTING THE CORNERS OF RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PAGE 37, CCR).

REFERENCE DOCUMENTS:

(R1): RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PAGE 37, CCR)
(R2): RECORD OF SURVEY INST. NO. 2020-088597, CCR
(R3): RECORD OF SURVEY INST. NO. 2019-000016, CCR
(R4): RECORD OF SURVEY INST. NO. 200530864, CCR
(R5): RECORD OF SURVEY INST. NO. 200336270, CCR

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- CENTER LINE
- ADJACENT PROPERTY LINE
- TIE LINE
- UTILITY EASEMENT LINE
- INGRESS/EGRESS EASEMENT LINE
- INGRESS/EGRESS EASEMENT LINE PER (R1
- PRIVATE DRIVEWAY EASEMENT
- PUBLIC RIGHT-OF-WAY PER (R1)
- SECTION CORNER
- QUARTER SECTION CORNER
- SET 1/2-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
- SET 5/8-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
- FOUND 1/2-INCH REBAR AS NOTED
- FOUND 5/8-INCH REBAR AS NOTED
- FOUND MONUMENT AS NOTED
- DIMENSION POINT - NOT SET OR FOUND
- C# CURVE COURSE NUMBER (TYPICAL)
- L# LINE COURSE NUMBER (TYPICAL)
- # LOT NUMBER (TYPICAL)
- [#####] PLS NUMBER FOUND ON MONUMENT
- CCR CANYON COUNTY RECORDS
- ORCC OFFICIAL RECORDS OF CANYON COUNTY

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TROY M. HARRISON

11/11/2022

J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752
p 208 376 7330 w www.jub.com
JOB No. 10-22-013

SHEET 1 OF 3

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown heron.

NOT OFFICIAL ORIGINAL IN RECORDER'S OFFICE

SEE ORIGINAL

2022-054903
RECORDED
12/20/2022 02:18 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 LBERG
PLAT
$11.00
RACHEL BURGO

00737892202200549030030036

PLAT OF

DIRT ROAD RANCH SUBDIVISION

PLAT BOOK 55 PAGE 10

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT RICHARD BURGO AND RACHEL BURGO, DO HEREBY CERTIFY THAT THEY ARE THE OWNER OF THAT REAL PROPERTY TO BE KNOWN AS DIRT ROAD RANCH SUBDIVISION, AND THAT IT INTENDS TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT:

ALL THAT PORTION OF THE TRACT OF LAND DESCRIBED AS LOT 2, BLOCK 1, RUSTIC ACRES SUBDIVISION RECORDED AS BOOK 37 OF PLATS, AT PAGE 37, CANYON COUNTY RECORDS IN THE WARRANTY DEED RECORDED AS INSTRUMENT NO. 2020-066673, OFFICIAL RECORDS OF CANYON COUNTY, AND BEING SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN, COUNTY OF CANYON, STATE OF IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE FROM SAID POINT OF COMMENCEMENT, COINCIDENT WITH THE WEST LINE OF SAID SECTION 36, THE FOLLOWING TWO (2) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 00°30'54" WEST, A DISTANCE OF 1,318.40 FEET TO THE SOUTH SIXTEENTH CORNER ON SAID WEST LINE, AND
2. SOUTH 00°32'05" WEST, A DISTANCE OF 1,317.13 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36;

THENCE LEAVING SAID WEST LINE, THE FOLLOWING TWO (2) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 89°53'19" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 521.85 FEET TO A 5/8-INCH REBAR, AND
2. LEAVING SAID SOUTH LINE, NORTH 00°32'05" EAST, A DISTANCE OF 40.00 FEET TO A 5/8-INCH REBAR MARKING THE MOST SOUTHERLY SOUTHWEST CORNER OF THE AFORESAID LOT 2, SAID CORNER BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, COINCIDENT WITH THE BOUNDARY LINES OF SAID LOT 2, THE FOLLOWING NINE (9) CONSECUTIVE COURSES AND DISTANCES:

1. CONTINUING NORTH 00°32'05" EAST, A DISTANCE OF 377.48 FEET TO A 5/8-INCH REBAR MARKING AN ANGLE POINT ON SAID BOUNDARY LINE,
2. NORTH 89°53'19" WEST, A DISTANCE OF 481.85 FEET TO A 5/8-INCH REBAR MARKING A POINT ON A LINE LYING 40.00-FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36,
3. NORTH 00°32'05" EAST, COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 482.04 FEET TO A 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 2,
4. LEAVING SAID PARALLEL LINE, SOUTH 89°53'27" EAST, A DISTANCE OF 639.86 FEET TO A 5/8-INCH REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 2,
5. SOUTH 00°32'05" WEST, A DISTANCE OF 482.07 FEET TO A 5/8-INCH REBAR MARKING AN ANGLE POINT ON SAID BOUNDARY LINE,
6. NORTH 89°53'19" WEST, A DISTANCE OF 130.01 FEET TO A 5/8-INCH REBAR MARKING AN ANGLE POINT ON SAID BOUNDARY LINE,
7. SOUTH 00°32'05" WEST, A DISTANCE OF 252.05 FEET TO A 5/8-INCH REBAR MARKING AN ANGLE POINT ON SAID BOUNDARY LINE,
8. SOUTH 44°27'55" EAST, A DISTANCE OF 176.08 FEET TO 5/8-INCH REBAR MARKING AN ANGLE POINT ON SAID BOUNDARY, BEING ON A LINE LYING 40.00-FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 36, AND
9. NORTH 89°53'19" WEST, COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 152.51 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7.50 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION.

CERTIFICATE OF OWNERS (CONTINUED)

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON, AND NO PERMANENT STRUCTURES, OTHER THAN FOR SUCH USES AND PURPOSES, ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE LOTS WITHIN THIS SUBDIVISION WILL NOT BE SERVED BY ANY WATER SYSTEM, BUT WILL BE SERVED BY INDIVIDUAL WELLS ON SAID LOTS. ~~THE LANDS WITHIN THIS SUBDIVISION LYING SOUTHWESTERLY OF THE FARMER'S UNION CANAL ARE WITHIN THE FARMER'S UNION DITCH CO. LTD. BOUNDARY AND THERE ARE NO WATER RIGHTS, OR THE WATERS RIGHTS HAVE BEEN TRANSFERRED AWAY FROM THE LAND.~~

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS:

BY: _____
RICHARD BURGO

BY: _____
RACHEL BURGO

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF Ada } SS.

ON THIS 12 DAY OF July, IN THE YEAR 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED RICHARD BURGO AND RACHEL BURGO, IDENTIFIED TO ME THAT THEY EXECUTED THE WITHIN INSTRUMENT.

_____
NOTARY PUBLIC FOR Idaho
MY COMMISSION NO. 20200156
MY COMMISSION EXPIRES 1-15-26

TERESA O'BRIEN — Comm. No. 20200156 — NOTARY PUBLIC — STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, TIMOTHY HARRIGAN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT OF DIRT ROAD RANCH SUBDIVISION IS TRUE AND CORRECT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN HEREON, AND WAS SURVEYED IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____ 7/9/2022
TIMOTHY HARRIGAN, PLS 17665 DATE

PROFESSIONAL LAND SURVEYOR — LICENSED — 17665 — STATE OF IDAHO — TIMOTHY HARRIGAN

J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752
p 208 376 7330 w www.jub.com

PLAT OF

DIRT ROAD RANCH SUBDIVISION

PLAT BOOK 55 PAGE 10

APPROVAL OF STAR CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF STAR, COUNTY OF CANYON, STATE OF IDAHO, DO HEREBY APPROVE THIS PLAT.

PE 11621 11/10/22

RYAN V. MORGAN, PE 11621
STAR CITY ENGINEER — DATE

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOTS 2 AND 3 OF BLOCK 1. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

11/08/2022

SOUTHWEST DISTRICT HEALTH DEPARTMENT — DATE

APPROVAL OF CANYON COUNTY HIGHWAY DISTRICT NO. 4

CANYON COUNTY HIGHWAY DISTRICT NO. 4 DOES HEREBY ACCEPT THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF IDAHO CODE SECTION 50-1312. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

11/09/2022

CHAIRMAN — DATE

APPROVAL OF CANYON COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS 20th DAY OF December, 2022, BY THE CANYON COUNTY COMMISSIONERS, COUNTY OF CANYON, STATE OF IDAHO.

CHAIRMAN
Attest: Chris Yamamoto, Clerk
By: Deputy Clerk

CANYON COUNTY IDAHO 1892

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND ~~VACATIONS.~~ SURVEYS.

11/7/22

CANYON COUNTY SURVEYOR UNDER IC 55-1305
DAVID R KINSER PE/PLS 2659 — DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

12-14-22

CANYON COUNTY TREASURER
By Cid Dardon — DATE

TREASURER'S CORPORATE SEAL CANYON COUNTY IDAHO

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

11/4/2022

JUB
J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752
p 208 376 7330 w www.jub.com

SHEET 2

Authentisign ID: 63AB4BFA-C47D-EE11-B004-6045BDD8973C

Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 17 2023
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.

DL

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-34381	Yes ☑	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

COPY

2. Previous Owner's Name: Richard Burgo & Rachel B. Burgo
   Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stanislav & Victoria Shkolnik
   New owner(s) as listed on the conveyance document Name connector ☑ and ☐ or

1715 S. Grand Fork Way Unit 204 — Mailing address
Meridian — City
ID — State
83642 — Zip

360-449-2448 — Telephone
stan_moldova@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: 10/16/2023.
6. Do you own the land identified as the water right place of use? Yes ☑ No ☐
   - 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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - 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: Stanislav Shkolnik — Signature of new owner/claimant
   Owner — Title, if applicable
   11/07/23 — Date
   Stanislav Shkolnik — Print name

   Signature: Victoria Shkolnik — Signature of new owner/claimant
   Owner — Title, if applicable
   11/07/23 — Date
   Victoria Shkolnik — Print name

For IDWR Office Use Only:

Receipted by KL Date 11.17.23 Receipt No. C117367 Receipt Amt. $100

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 _____

2023-033414
RECORDED
10/16/2023 10:44 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 JWINSLOW $15.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

TitleOne
a title & escrow co.

COPY

Order Number: 23486208

Warranty Deed

For value received,

Richard Burgo and Rachel B. Burgo, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Stanislav Shkolnik and Victoria Shkolnik, husband and wife

whose current address is 1715 S. Grand Fork Way Unit 204 Meridian, ID 83642

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 3 in Block 1 of Dirt Road Ranch Subdivision, according to the official plat thereof, filed in Book 55 of Plats at Page(s) 16, official records of Canyon County, Idaho.

COPY

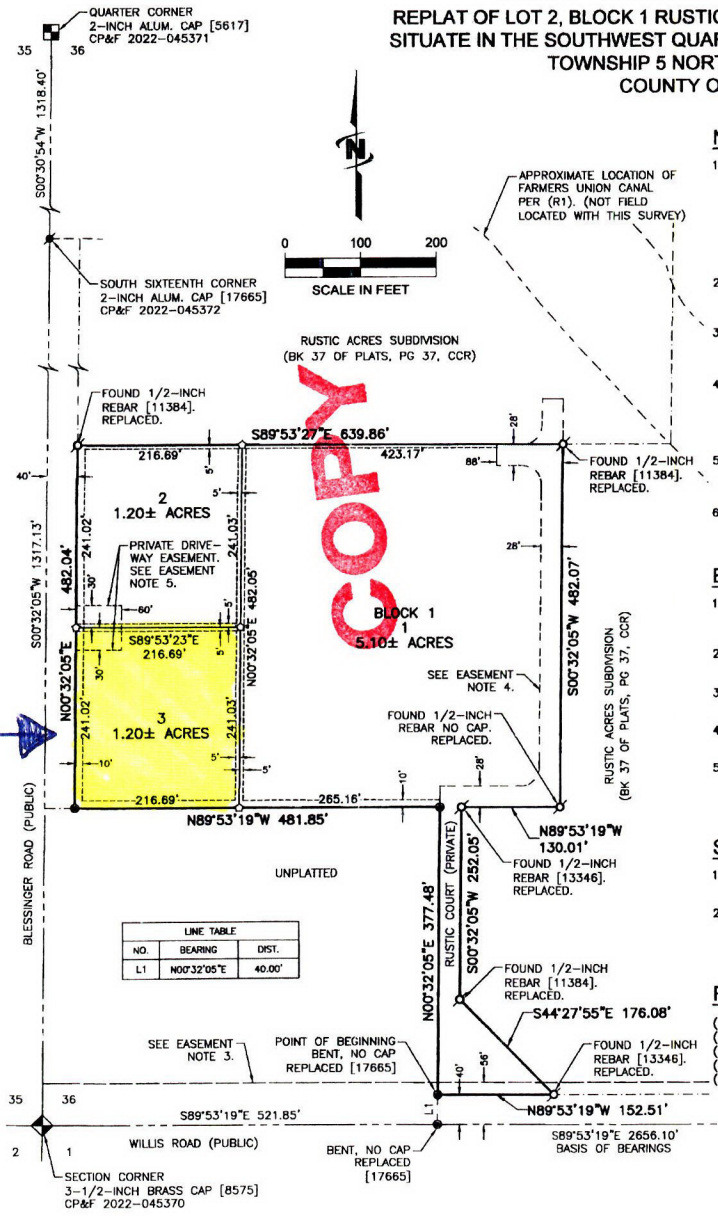
PLAT OF

DIRT ROAD RANCH SUBDIVISION

REPLAT OF LOT 2, BLOCK 1 RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PG 37, CCR)
SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
COUNTY OF CANYON, STATE OF IDAHO
2022

PLAT BOOK _____ PAGE _____

RECORDER'S CERTIFICATE



NOTES:

1. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
2. MAINTENANCE OF ANY IRRIGATION PIPE, DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION OR DRAINAGE ENTITY OR DISTRICT.
3. THE SUBDIVIDER SHALL COMPLY WITH WITH IDAHO CODE 31-3805 WITH REGARD TO IRRIGATION AND WATER RIGHTS. LOTS IN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM FARMER'S UNION DITCH CO. LTD.
4. LOT 1, BLOCK 1 HAS AN EXISTING WELL AND SEPTIC SYSTEM. LOTS 2 AND 3, BLOCK 1 SHALL HAVE INDIVIDUAL WELLS FOR DOMESTIC WATER AND INDIVIDUAL SEPTIC SYSTEMS FOR SEWAGE DISPOSAL. AT THE TIME OF DEVELOPMENT OF LOTS 2 AND 3 THE RESPECTIVE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL OF SOUTHWEST DISTRICT HEALTH FOR THEIR INDIVIDUAL WELLS AND SEPTIC SYSTEMS.
5. LOT 1, BLOCK 1 SHALL CONTINUE TO RECEIVE ACCESS TO WILLIS ROAD VIA THE PRIVATE DRIVE SHOWN HEREON AS RUSTIC COURT. LOTS 2 AND 3, BLOCK 1 SHALL TAKE ACCESS DIRECTLY FROM BLESSINGER ROAD.
6. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT. NO PERMANENT STRUCTURES SHALL BE PLACED WITHIN 70.00-FEET OF ANY SECTION LINE OR QUARTER SECTION LINE.

EASEMENT NOTES:

1. UTILITY EASEMENTS SHOWN OR DESIGNATED HEREON ARE APPURTENANT TO THE LOTS SHOWN HEREON AND ARE FOR INSTALLATION, MAINTENANCE, OPERATION, AND USE OF PUBLIC AND PRIVATE UTILITIES, DRAINAGE, AND IRRIGATION.
2. ALL EASEMENTS SHOWN HEREON ARE PARALLEL WITH THE LINES THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
3. SEE INSTRUMENT NO. 200013056, ORCC FOR EXISTING INGRESS/EGRESS EASEMENT.
4. SEE INSTRUMENT NO. 200638196, ORCC FOR EXISTING PRIVATE EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT.
5. LOTS 2 AND 3 OF BLOCK 1 SHALL TAKE ACCESS TO BLESSINGER ROAD VIA A SINGLE SHARED DRIVEWAY ACCESS LOCATED ON THE LOT LINE COMMON TO SAID LOTS WITHIN THE PRIVATE DRIVEWAY EASEMENT SHOWN HEREON. SAID EASEMENT SHALL BENEFIT BOTH LOTS 2 AND 3 OF BLOCK 1 FOR THE PURPOSE OF INGRESS/EGRESS. NO OTHER ACCESS TO BLESSINGER ROAD IS PERMITTED.

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.
2. THE BOUNDARY LINES SHOWN HERE WERE ESTABLISHED BY HOLDING THE MONUMENTS FOUND REPRESENTING THE GOVERNMENT CORNERS ALONG ALIQUOT SECTION LINES, AND BY HOLDING THE MONUMENTS FOUND REPRESENTING THE CORNERS OF RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PAGE 37, CCR).

REFERENCE DOCUMENTS:

(R1): RUSTIC ACRES SUBDIVISION (BK 37 OF PLATS, PAGE 37, CCR)
(R2): RECORD OF SURVEY INST. NO. 2020-068597, CCR
(R3): RECORD OF SURVEY INST. NO. 2019-000016, CCR
(R4): RECORD OF SURVEY INST. NO. 200530864, CCR
(R5): RECORD OF SURVEY INST. NO. 200336270, CCR

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- CENTER LINE
- ADJACENT PROPERTY LINE
- TIE LINE
- UTILITY EASEMENT LINE
- INGRESS/EGRESS EASEMENT LINE
- INGRESS/EGRESS EASEMENT LINE PER (R1)
- PRIVATE DRIVEWAY EASEMENT
- PUBLIC RIGHT-OF-WAY PER (R1)

- SECTION CORNER
- QUARTER SECTION CORNER
- SET 1/2-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
- SET 5/8-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
- FOUND 1/2-INCH REBAR AS NOTED
- FOUND 5/8-INCH REBAR AS NOTED
- FOUND MONUMENT AS NOTED
- DIMENSION POINT - NOT SET OR FOUND
- C# - CURVE COURSE NUMBER (TYPICAL)
- L# - LINE COURSE NUMBER (TYPICAL)
- # - LOT NUMBER (TYPICAL)
- [####] - PLS NUMBER FOUND ON MONUMENT
- CCR - CANYON COUNTY RECORDS
- ORCC - OFFICIAL RECORDS OF CANYON COUNTY

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

11/1/2022

JUB
J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752
p 208 376 7330 w www.jub.com

JOB No. 10-22-013

Place of use
Point of diversion = domestic well to be drilled in 2023

PLAT OF

DIRT ROAD RANCH SUBDIVISION

PLAT BOOK _____ PAGE _____

COPY

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. THE SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____

SOUTHWEST DISTRICT HEALTH DEPARTMENT DATE

APPROVAL OF CANYON COUNTY HIGHWAY DISTRICT NO. 4

CANYON COUNTY HIGHWAY DISTRICT NO. 4 DOES HEREBY ACCEPT THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF IDAHO CODE SECTION 50-1312. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCES THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

_____

CHAIRMAN DATE

APPROVAL OF CANYON COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS _____ DAY OF , 2022, BY THE CANYON COUNTY COMMISSIONERS, COUNTY OF CANYON, STATE OF IDAHO.

_____

CHAIRMAN

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND ~~VACATIONS.~~ SURVEYS

David R. Kinzer 9/9/22

CANYON COUNTY SURVEYOR UNDER IC 50-1305 DATE

DAVID R. KINZER PE/PLS 2659

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____

CANYON COUNTY TREASURER DATE

PROFESSIONAL LAND SURVEYOR LICENSED 17665 STATE OF IDAHO TIMOTHY HARRIGAN

7/9/2022

J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752
p 208 376 7330 w www.jub.com

Authentisign ID: [redacted]

IDAHO REALTORS®

ADDENDUM [redacted] 2 (All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

JANUARY 2023 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

EQUAL HOUSING OPPORTUNITY

Today's Date: **10/05/2023**

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: **09/22/2023** **ID #** **Shkolnik-Blessinger**

ADDRESS: **TBD Blessinger Rd.** **Star** **ID** **83669**

BUYER(S): **Stanislav Shkolnik** **Victoria Shkolnik**

SELLER(S): **Richard Burgo** **Rachel Burgo**

The undersigned parties hereby agree as follows:
Counter Offer 2 Line One to be changed to reflect.
1. Included: Ground water irrigation rights sufficient to irrigate a minimum of 1 acres, maximum of 1.2 acres. Ground water rights in addition to the .50/acre right allowed with the proposed domestic well to come from irrigation water right 63-34381.Exact amounts to be determined by the Idaho Department of Water Resources after closing.

COPY

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: Stanislav Shkolnik **Date:** 10/06/2023

BUYER: Victoria Shkolnik **Date:** 10/06/2023

SELLER: Richard Burgo **Richard Burgo** **Date:** 10/05/23

SELLER: Rachel Burgo **Rachel Burgo** **Date:** 10/05/23

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This form was prepared by Denise Ferrari | Keller Williams Realty Boise | denise.realestatebyarrow@gmail.com | 310-889-4726 TRANSACTIONS

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 63-34381

Priority: May 09, 2017

Maximum Diversion Rate: 0.13 CFS
Maximum Diversion Volume: 29.5 AF

It is hereby certified that:

JESSE WAGEMAN
AND
DUSTIN WAGEMAN
24103 RUSTIC CT
STAR ID 83669-4815

have complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated May 08, 2017, and has submitted Proof of Beneficial Use on October 21, 2022. An examination confirms water is diverted from:

Source : GROUND WATER

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
IRRIGATION	03/01 to 11/15	0.13 CFS	28.8 AF
STOCKWATER	01/01 to 12/31	0.02 CFS	0.1 AF
DOMESTIC	01/01 to 12/31	0.04 CFS	0.6 AF

Location of Point(s) of Diversion
GROUND WATER SW¼ SW¼, Sec. 36, Twp 05N, Rge 02W, B.M. CANYON County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											6.4						6.4

Total Acres: 6.4

Place of Use: STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											X						

Place of Use: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											X						

Conditions of Approval

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

SCANNED
MAY 31 2023

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 63-34381

2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. Domestic use is for 1 home and does not include lawn, garden, landscape, or other types of irrigation.
4. When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

This license is issued pursuant to the provisions of Idaho Code § 42-219. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 31ST day of May, 2023.

COREY SKINNER
Southern Regional Manager

SCANNED
MAY 31 2023

State of Idaho
Department of Water Resources

Attachment to Water Right

63-34381

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.



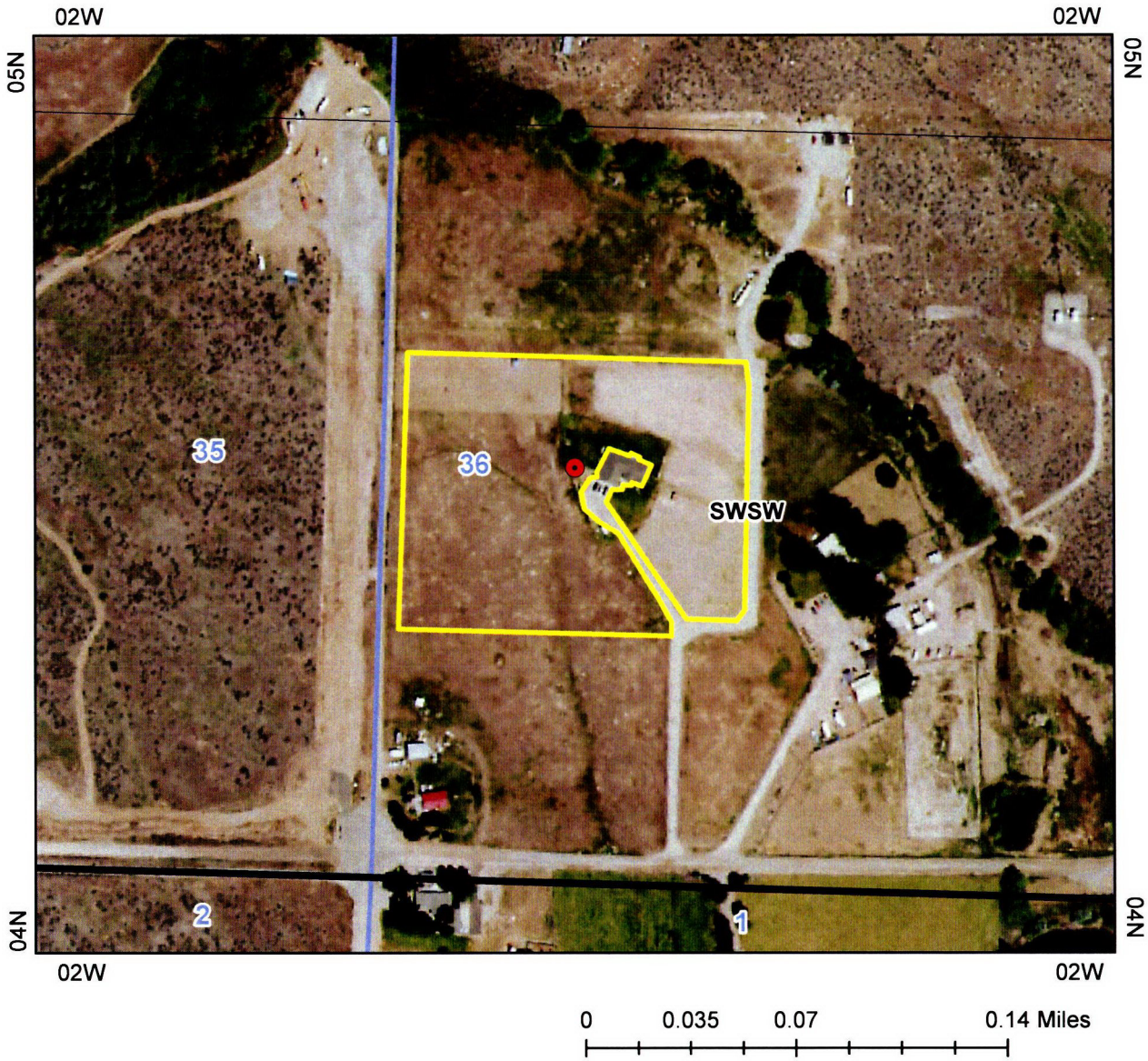
SCANNED
MAY 31 2023

State of Idaho
Department of Water Resources

Attachment to Water Right

63-34381

This map depicts the STOCKWATER 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.



SCANNED
MAY 31 2023

State of Idaho
Department of Water Resources

Attachment to Water Right

63-34381

This map depicts the DOMESTIC 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.



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MAY 31 2023

Form 42-217 Rev. 6/22

RECEIVED
OCT 21 2022
WATER RESOURCES
WESTERN REGION

RECEIVED
OCT 24 2022
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEMENT OF COMPLETION

FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY	
Amt. of Fee $	50.00
Receipt No.	W050847
Receipted By	CS
Date Receipted	10/24/22

10/21/22 CS

The Idaho Department of Water Resources (Department) considers this form a statement that the permit holder(s) applied water to beneficial use and completed development of a water right to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner (CWRE).** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, complete a Notice of Change in Water Right Ownership form. If you wish to relinquish your permit because you have not established the authorized water use and are not applying for an extension, please notify the Department in writing.

1. Permit No. 63-34381 Name of Permit Holder(s) Jesse & Dustin Wageman
   Telephone No. 619-961-0824 Email rachellovesrichie@gmail.com
   Mailing Address 24103 Rustic Ct City Star State ID Zip 83669

2. Source of Water Ground If Ground Water (well), Date Drilled mo. 8 / yr. 2017
   Drilling Permit/Tag No. 977123-883180 → D0076839 Drilling Company's Name Adamson Pump & Drilling

3. Extent of use(s) completed **as authorized by the water right permit**:
   Domestic (No. households) 1 Irrigation (No. acres) 7.0 Stockwater (No. and stock type) 6 Mixed head
   Other _____

4. Total diversion rate or volume (storage only) for which proof is submitted 0.2 cfs OR _____ af
   If the total developed water use is 5 acres of irrigation or less, is stockwater storage of 14.6 acre-feet or less, or has a diversion rate of less than 0.24 cfs, attach a map of the place of use and point of diversion and photographs showing beneficial use.

5. Describe the diversion and delivery system from the water source to the use (pump, lift, irrigation method, etc.)
   Submersible pump with 2" main line that runs around the property to 1" and 1¼" sprinkler heads. Multiple rain guns on tripods.

6. Permit condition compliance. Refer to the permit approval conditions and check all the items required, then check "Yes" or "No" to indicate whether the required items were established, submitted, and/or installed:

Required?	Yes	No	(If "Yes", attach required data, evidence of compliance, or evidence of installation)
☐	☐	☒	Ground water level data, pumping information, or other diversion data
☐	☐	☒	Mitigation plan
☐	☐	☒	Lockable controlling works
☐	☐	☒	Measuring device
☐	☐	☒	Fish screen
☐	☐	☒	Other requirements of the water right permit _____
	☐	☒	Reasonably Anticipated Future Needs ("RAFN") Municipal use

   If RAFN Municipal use, additional increment of beneficial use developed? ☐ Yes (attach CWRE report) ☐ No

7. Fee Enclosed $ 50 or ☐ CWRE field report attached or ☐ No fee required
   See fee schedule on page 3 of the instructions. Proof statements filed without an appropriate fee are incomplete.

8. Person to contact to accompany a Department representative during the field examination of the water system:
   Name: Richard Burgo Telephone No. 208-760-3210 Email rburgo3333@gmail.com
   Mailing Address 24103 Rustic Ct City Star State ID Zip 83669

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

SIGNATURE OF PERMIT HOLDER*	PRINTED NAME AND TITLE	DATE
[signature]	Richard Burgo	10/21/22

*Attach power of attorney if completing on behalf of permit holder.

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NOV 08 2022

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

RECEIVED
OCT 21 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?
63-34381	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: Jesse Wageman and/or Dustin Wageman
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Richard Burgo and/or Rachel Burgo
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

24103 Rustic Ct — Star — ID — 83669
Mailing address — City — State — Zip

208-760-3210 — rburgo3333@gmail.com
Telephone — 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: 11/9/20.

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: _____ Title, if applicable: _____ Date: 10/18/22
Signature of new owner/claimant
Rachel Burgo
Print name

Signature: _____ Title, if applicable: _____ Date: 10/18/22
Signature of new owner/claimant
Richard Burgo
Print name

For IDWR Office Use Only:

Receipted by CS Date 10/21/2022 Receipt No. W050846 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 _____

SCANNED
NOV 08 2022

PioneerTitleCo.
GOING BEYOND

1211 W Myrtle Street, Plaza II Suite 100
Boise, ID 83702

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

2020-066673
RECORDED
11/10/2020 04:28 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 HCRETAL $15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 740561 BD/JB

WARRANTY DEED

For Value Received Carrie L. Balloue and Jimmy Balloue, wife and husband

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Richard Burgo and Rachel B Burgo, Husband and Wife

hereinafter referred to as Grantee, whose current address is 24103 Rustic Court Star, ID 83669

The following described premises, to-wit:

Lot 2, Block 1, Rustic Acres Subdivision, according to the plat thereof, filed in Book 37 of Plats at page(s) 37, records of Canyon County, Idaho.

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: November 8, 2020

Carrie L. Balloue

Jimmy Balloue

State of IDAHO, County of ADA

This record was acknowledged before me on NOVEMBER 7th, 2020 by Carrie L. Balloue and Jimmy Balloue

~~BRENDA DANIEL~~ Marla Kay Rodriguez
Signature of notary public
Commission Expires: ~~MARCH 7, 2023~~ 11/6/2023

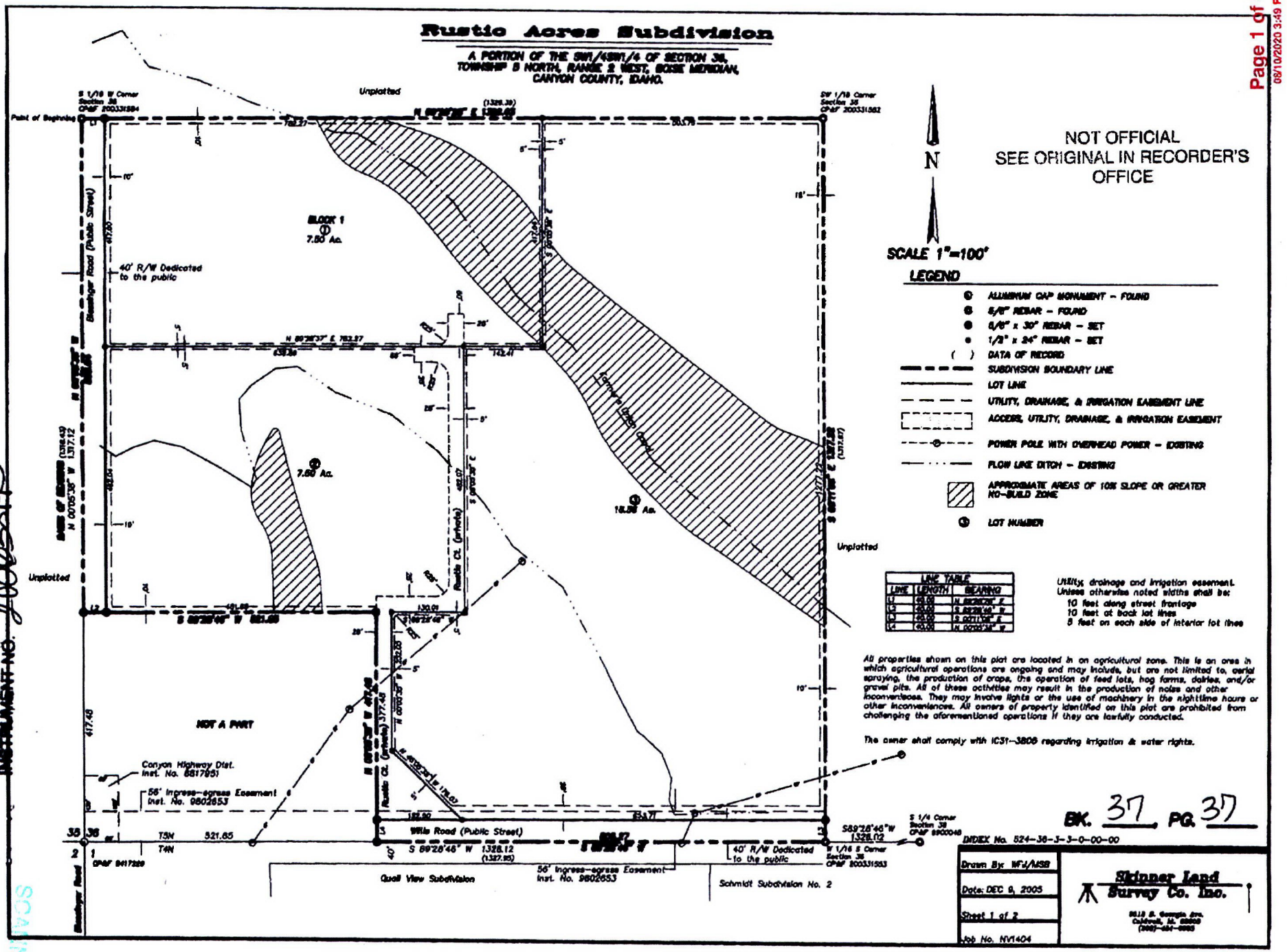
MARLA KAY RODRIGUEZ
Notary Public - California
Orange County
Commission # 2308168
My Comm. Expires Nov 6, 2023

SCANNED
NOV 08 2022

Page 1 of 6
08/10/2020 3:49 PM

Rustic Acres Subdivision

A PORTION OF THE SW1/4SW1/4 OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO.



N

SCALE 1"=100'

NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S OFFICE

LEGEND

- ALUMINUM CAP MONUMENT – FOUND
- 5/8" REBAR – FOUND
- 5/8" x 30" REBAR – SET
- 1/2" x 24" REBAR – SET
- ( ) DATA OF RECORD
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- UTILITY, DRAINAGE, & IRRIGATION EASEMENT LINE
- ACCESS, UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- POWER POLE WITH OVERHEAD POWER – EXISTING
- FLOW LINE DITCH – EXISTING
- APPROXIMATE AREAS OF 10% SLOPE OR GREATER NO-BUILD ZONE
- LOT NUMBER

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00	N 89°28'37" E
L2	40.00	S 89°28'46" W
L3	40.00	S 00°11'08" E
L4	40.00	N 00°05'38" W

Utility, drainage and irrigation easement. Unless otherwise noted widths shall be:
10 feet along street frontage
10 feet at back lot lines
5 feet on each side of interior lot lines

All properties shown on this plat are located in an agricultural zone. This is an area in which agricultural operations are ongoing and may include, but are not limited to, aerial spraying, the production of crops, the operation of feed lots, hog farms, dairies, and/or gravel pits. All of these activities may result in the production of noise and other inconveniences. They may involve lights or the use of machinery in the nighttime hours or other inconveniences. All owners of property identified on this plat are prohibited from challenging the aforementioned operations if they are lawfully conducted.

The owner shall comply with IC31-3805 regarding irrigation & water rights.

BK. 37 PG. 37

INDEX No. 524-36-3-3-0-00-00

Drawn By: MFJ/MSB	Skinner Land Survey Co. Inc.
Date: DEC 9, 2005	9118 S. Georgia Ave. Caldwell, ID. 83605 (208)-454-8868
Sheet 1 of 2	
Job No. NV1404	

INSTRUMENT NO. 200688195
NOV 0 0 2006
SCANNED

When recorded, return to:
Dignified Home Loans, LLC
Attn: Final Document Department
One Baxter Way, Suite 120
Westlake Village, CA 91362

Title Order No.: 740561 /BD
Escrow No.: 740561
LOAN #: 2009038670

[Space Above This Line For Recording Data]

CASE #: 47-47-6-0220942

DEED OF TRUST

MIN 1010059-0000036277-4
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated November 9, 2020, together with all Riders to this document.
(B) "Borrower" is RICHARD BURGO AND RACHEL B. BURGO, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Dignified Home Loans, LLC.

Lender is LLC, organized and existing
under the laws of California.
Lender's address is One Baxter Way, Suite 120, Westlake Village, CA 91362.

(D) "Trustee" is Pioneer Title Co.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

SCANNED
NOV 08 2022

(F) "Note" means the promissory note signed by Borrower and dated **November 9, 2020.** The Note states that Borrower owes Lender **SIX HUNDRED THIRTY THOUSAND AND NO/100*** ** Dollars (U.S. **$630,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2050.**

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Canyon**

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 37627101 0

which currently has the address of **24103 Rustic Court, Star,**

[Street][City]

Idaho **83669** ("Property Address"):

[Zip Code]

SCANNED
NOV 08 2022

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or

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earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires

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separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to

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refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security

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Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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 Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such

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NOV 0 8 2022

notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

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

RICHARD BURGO — 11/09/20 (Seal) DATE

RACHEL B. BURGO — 11/9/20 (Seal) DATE

State of IDAHO

CANYON County ss:

On this 9 day of NOV, 2020, before me, Brenda Daniel, a Notary Public in and for said county and state, personally appeared RICHARD BURGO AND RACHEL B. BURGO known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

BRENDA DANIEL
COMMISSION #43964
NOTARY PUBLIC
STATE OF IDAHO

Notary Public residing at: Meridian, ID

My Commission Expires: 3-7-23

Lender: Dignified Home Loans, LLC
NMLS ID: 309234
Loan Originator: Justin Sorsabal
NMLS ID: 258555

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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 Mathew Weaver

March 26, 2024

PAMELA ONEILL
DAN JAMES KEEFE
4589 W DEERPATH DR
BOISE ID 83714-8871

Re: Change in Water Right Ownership: 63-34381 (Split into 63-34381 and ***63-35529***)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

c: RICHARD BURGO
RACHEL B BURGO

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 Mathew Weaver

February 23, 2024

PAMELA ONEILL
DAN JAMES KEEFE
4589 W DEERPATH DR
BOISE ID 83714-8871

RE: Change in Ownership for Water Right No: **63-34381**

Dear Interested Parties:

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

During the review of splitting water right 63-34381 and looking at the historic use, it was determined that only .003 cfs of the stockwater use is appurtenant to your property. The domestic and irrigation uses are appurtenant to Lot 1, Block 1, Dirt Road Ranch Subdivision. You could, however, file an Application for Permit to include domestic, irrigation and stockwater uses. Before the Department proceeds with splitting the stockwater use, would you like to consider withdrawing the Notice and file an Application for Permit?

Please let the Department know how you would like to proceed within 30 days. If the Department does not hear from you within 30 days, we will move forward with splitting the stockwater use. If you withdraw the Notice, the Department will return you Notice and all attachments and request a full refund. You can respond to this by mailing the response to the address above or emailing to file@idwr.idaho.gov.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Thursday, February 22, 2024 4:31 PM
To: pam.keefe12@gmail.com
Subject: RE: Change in Water Right Ownership, 63-34381
Attachments: Change in Ownership - 63-34381.pdf

Good Afternoon,

Please see the attached letter regarding your received Notice of Change in Water Right Ownership for water right 63-34381.

Feel free to respond to this email with any questions you may have or contact me at (208)287-4921.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, December 13, 2023 9:14 AM
To: IdwrPayable
Subject: Refund - KT Properties LLC

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: December 13, 2023

RE: Refund: Notice Of Change In Water Right Ownership

STANISLAV SHKOLNIK & VICTORIA SHKOLNIK submitted a Notice Of Change In Water Right Ownership but did not want to proceed after they found out that they would only receive .003 CFS of stockwater from the split of water right 63-34381. The applicants requested a cancellation of the ownership change.

Please issue a refund of $100.00 to:

KT PROPERTIES, LLC
3094 market rd
Homedale, ID 83628

RECEIPT #

C117367

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

IDAHO DEPARTMENT OF
WATER RESOURCES

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Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 13, 2023

STANISLAV SHKOLNIK
VICTORIA SHKOLNIK
1715 S GRAND FORK WAY APT 204
MERIDIAN ID 83642-5685

RE: Notice of Change in Ownership for Water Right No(s): **63-34381**

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on November 17, 2023 to split water right 63-34381.

On December 05, 2023 the Department sent you a letter explaining that can split .003 CFS of the stockwater portion of the water right to you. The Department asked if you wanted to proceed with that split or if you would like to cancel the split ownership change and pursue new water rights.

The Department spoke with real estate representative Katie Burford regarding this matter on December 12, 2023, and corresponded via email. She has requested the cancellation of the ownership change on behalf of Stanislav & Victoria Shkolnik.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of $100 has been requested and will be mailed to Katie Burford under separate cover from the Idaho State Controller's Office.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, December 13, 2023 8:55 AM
To: Katie
Subject: RE: Cancellation and refund of Ownership Change for Shkolnik
Attachments: SHKOLNIK return letter.docx

Katie,

Please see the attachment for the Department's return letter for the Notice of Change in Water Right Ownership for water right 63-34381.

Happy Holidays,

Debra Mansfield | Office Specialist II
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | Debra.Mansfield@idwr.idaho.gov

From: Katie <katiecrandlemire@gmail.com>
Sent: Wednesday, December 13, 2023 8:32 AM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Cc: stansilav shkolnik <stan_moldova@yahoo.com>
Subject: Re: Cancellation and refund of Ownership Change for Shkolnik

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Thanks Debra!

Yes, that is correct, and you have authorization.

Thank you!

Katie Burford
KT Properties, Inc
Keller Williams Realty Boise
208-861-2555

On Dec 13, 2023, at 8:17 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hello Katie,

We are processing the return of the Notice of Change in Water Right Ownership for water right 63-34381 that the Department received on November 17, 2023 from Stanislov Shkolnik & Victoria Shkolnik. The refund will be processed to the original payer whose information is:

Katie Burford
3094 market rd
Homedale, ID 83628

Would you please respond to this email giving me written authorization to move forward with the cancellation?

I will respond with a final email and an electronic copy of the return letter that will be mailed to the Shkolniks when the cancellation is processed.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

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 Mathew Weaver

December 06, 2023

STANISLAV SHKOLNIK & VICTORIA SHKOLNIK
1715 S GRAND FORK WAY APT 204
MERIDIAN ID 83642-5685

RE: Change in Ownership for Water Right No(s): **63-34381**

Dear Interested Parties:

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

During the review of splitting water right 63-34381 and looking at the historic use, it was determined that only .003 cfs of the stockwater use is appurtenant to your property. The domestic and irrigation uses are appurtenant to Lot 1, Block 1, Dirt Road Ranch Subdivision. You could, however, file an Application for Permit to include domestic, irrigation and stockwater uses. Before the Department proceeds with splitting the stockwater use, would you like to consider withdrawing the Notice and file an Application for Permit?

Please let the Department know how you would like to proceed within 30 days. If the Department does not hear from you within 30 days, we will move forward with splitting the stockwater use. If you withdraw the Notice, the Department will return you Notice and all attachments and request a full refund. You can respond to this by mailing the response to the address above or emailing to file@idwr.idaho.gov.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

May 31, 2023

JESSE WAGEMAN
DUSTIN WAGEMAN
24103 RUSTIC CT
STAR ID 83669-4815

RE: License No. 63-34381

ISSUANCE OF LICENSE

Dear Water Right Holder(s):

The Department of Water Resources ("Department") has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review all the conditions of approval listed on your license. The conditions may include ongoing requirements, such as maintenance of a measuring device or implementation of mitigation, as well as information about how your water use may be administered, such as regulation by a watermaster in a water district.

The license is a PRELIMINARY ORDER issued by the Department pursuant to Rule 730 of the Department's Rules of Procedure (IDAPA 37.01.01.730). It can and will become a final order without further action by the Department unless a party petitions for reconsideration, files exceptions, or requests a hearing as described in the enclosed information sheet.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Water right forms are available from any office of the Department or on the Department's website at idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Corey Skinner
Southern Regional Manager

Enclosure(s)

SCANNED
MAY 31 2023

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2023, I served a true and correct copy of Water Right License No. 63-34381 by U.S. Mail, postage prepaid, to the following:

JESSE WAGEMAN (Current Owner)
DUSTIN WAGEMAN (Current Owner)
24103 RUSTIC CT
STAR ID 83669-4815

RICHARD BURGO (Present Owner)
RACHEL B BURGO (Present Owner)
24103 RUSTIC CT
STAR ID 83669-4815

Denise Maline

Denise Maline
Administrative Assistant 1

SCANNED
MAY 31 2023

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

SCANNED
MAY 31 2023

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

(a) The petition for reconsideration is disposed of; or
(b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

SCANNED
MAY 31 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 63-34381
Exam Date: 05/17/2023

1. Current Owner:
   JESSE WAGEMAN 24103 RUSTIC CT STAR ID 83669-4815 AND
   DUSTIN WAGEMAN 24103 RUSTIC CT STAR ID 83669-4815

2. Accompanied by: Rachel Burgo (Present Owner)
   Phone No: (208) 760-3310
   Address: 24103 Rustic Ct, Star ID 83669-4815
   Relationship to permit Holder: Permit Holder

3. **SOURCE:**
GROUND WATER

Method of Determination: On-site inspection

B. OVERLAP REVIEW

1. Other water rights with the same place of use: YES Overlap

Water Right No.	Source	Purpose of Use	Basis
N/A			

Comments:

2. Other water rights with the same point-of-diversion: NO Overlap

Water Right No.	Source	Purpose of Use	Basis
None			

Comments:

C. DIVERSION AND DELIVERY SYSTEM

1. **LOCATION OF POINT(S) OF DIVERSION:**
GROUND WATER SW¼ SW¼, Sec. 36, Twp 05N, Rge 02W, B.M. CANYON County

Method of Determination:

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											6.4						6.4

Total Acres: 6.4

PLACE OF USE: STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											X						

SCANNED
MAY 31 2023

PLACE OF USE: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	36											X						

Method of Determination: On-site visit

3.

Delivery System Diagram Attached (required). Indicate all major components and distances between components.
X Indicate weir size/pipe as applicable.

Map Attached Showing Location(s) of point(s) of diversion and place(s) of use (required). Scale must be
X 1:24,000 or greater.

X Aerial Photo Attached (required for irrigation of 10+ acres).

X Photo of Diversion and System Attached

4.

Well or Diversion ID No.*	**Motor Make**	**Hp**	**Motor Serial No.**	**Pump Make**	**Pump Serial No. or Discharge Size**
D0076839					

D. FLOW MEASUREMENTS

1.

Measurement Equipment	**Type**	**Make**	**Model No.**	**Serial No.**	**Size**	**Calib. Date**
5 Gallon Bucket						

2. Measurements: Three measurements were taken timing flow into a 5 gallon bucket, and the average flow rate was 60 gallons per minute or **0.13 cfs**

E. FLOW CALCULATIONS

_____ Additional Computation Sheets Attached

Measured Method:

F. VOLUME CALCULATIONS

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MAY 31 2023

1. Volume Calculations for irrigation:

$V_{I.R}$ = (Acres Irrigated) x (Irrigation Requirement) = 6.4 acres x 4.5 af = 28.8 af
$V_{D.R}$ = [Diversion Rate (cfs)] x (Days in Irrigation season) x 1.9835 = 0.13 cfs x 260 days x 1.9835 = 67 acre feet
V = Smaller of $V_{I.R}$ and $V_{D.R}$ = **28.8 af**

2. Volume Calculations for Other Uses:

Domestic: **0.6 af** culinary in-house use

Stockwater: Up to 6 head of mixed stock, currently only chickens on the property but Mrs. Burgo indicated they had 6 cows last year and will be procuring another 6 calves this summer.

6.0 cows at 12.0 gallons per day (gpd) = 72 gpd x 365 days = 26,280 gallons per year ≈ 0.08 af rounded to **0.1 af**

G. NARRATIVE/REMARKS/COMMENTS

I first met with Mrs. Burgo on 4/27/2023. I wasn't able to contact the Burgo's by phone and based on aerial imagery, it appeared that they were irrigating under 5 acres. When I arrived at the property, it was clear that they had developed more than 5 acres of irrigation from all the sprinkler risers and rainbirds visible around the property. After our conversation it was apparent that the Burgo's had developed as much ground water irrigation on the 7 acre parcel as they could (6.4 acres of irrigation). She made sure to point out a small patch of grass they also irrigated at the driveway entrance on the south end of the property. When I asked her about the stockwater, she indicated they had cows and would soon acquire more cattle.

On 5/17/2023, Corey Skinner and I returned to attempt a measurement of the flow rate since they were irrigating more than 5 acres and a measurement is required. All pipes in the system are buried, so a timed measurement into a 5 gallon bucket seemed to be the best method available to estimate the flow rate. We made three measurements, and the average flow rate was 0.13 cfs.

Recommend licensing a diversion rate of 0.13 cfs with an annual volume of 28.8 af for irrigation; 0.02 cfs with an annual volume of 0.1 cfs for stockwater; and 0.04 cfs with an annual volume of 0.6 af.and a total diversion rate of 0.13 cfs with a total annual volume of 29.5 af.

Have conditions of permit approval been met? __X__ Yes ____ No

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use	Rate of Diversion	
IRRIGATION	03/01 to 11/15	0.13 CFS	28.8 af
STOCKWATER	01/01 to 12/31	0.02 CFS	0.1 af
DOMESTIC	01/01 to 12/31	0.04 CFS	0.6 af
	Totals:	0.13 CFS	29.5 af

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2. Recommended Amendments

____ Change P.D. as reflected above ____ Add P.D. as reflected above __X__ None

____ Change P.U. as reflected above ____ Add P.U. as reflected above __X__ None

I. AUTHENTICATION Bill Mills -

Field Examiner's Name _____ Date 5-22-2023

Reviewer _____ Date 5/31/2023

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MAY 31 2023



Figure 1:Well head and acrobatics



Figure 2: Lawn near house and stock area (also irrigated as needed)

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Figure 3: Lawn and pasture on south side of property



Figure 4: Lawn adjacent to driveway

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System Diagram

All irrigation lines are buried



Field Exam 63-34381

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MAY 31 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

November 7, 2022

RICHARD BURGO
RACHEL B BURGO
24103 RUSTIC CT
STAR ID 83669-4815

PROOF ACKNOWLEDGEMENT LETTER

RE: Permit No. 63-34381

Dear Permit Holders:

The Department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the Department to conduct a field examination to determine and confirm the use being made of the water.

Please be advised that Idaho Code § 42-248, requires you or the owner of this water right to maintain current ownership and address records on file with the Department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any Department office or at the Department's website at www.idwr.idaho.gov.

If you have any questions concerning the field examination, please contact the Western Region Office of the Department located in Boise at (208) 334-2190.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

SCANNED
NOV 08 2022

Beneficial Use Proof Evaluation

Permit Number: 63-34381 Reviewer: djudd Review Date: 10/28/2022

Acceptability

1) Is the contact on the request the current permit holder? No
2) Does the address of record need to be updated? No
3) Proof Submitted Date: 10/21/2022
4) Proof Due Date: 11/1/2022
5) Days added for weekend due date? 0
6) Days added for holiday due date? 0
7) Number of days late: -11
8) Proof received timely? Yes

Analysis

1) Are the water uses correct? Yes
2) Are one of the following items required?
    a. Measuring Device -- No
    b. Lockable Device --No
    c. Fish Screen -- No
3) Are the required items installed?
    a. Measuring Device --
    b. Lockable Device --
    c. Fish Screen --
4) Is there a request to waive the required items?
5) Drilling Permit Number: 883180
6) Is a drilling permit upgrade needed? No
7) Was a well drillers report filed? Yes
8) Is proof accepted? Yes

Fees

1) Is a licensing exam fee required? Yes
2) Was proof submitted with an exam report from a CWE? No
3) Filing fee due: $50.00
4) Filing fee submitted: $50.00
5) Remaining fee or (refund): $0.00

Receipt IDs

W045258

Comments

Proof acknowledged.

CERTIFIED MAIL®

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720
Boise, Idaho 83720-0098

BOISE ID 836
31 AUG 2022PM 1 L

7016 1370 0000 2018 3441

US POSTAGE
$ 004.81⁰

RECEIVED
SEP 12 2022
DEPARTMENT OF WATER RESOURCES

1st NOTICE
2nd NOTICE
RETURNED

no other address found
sent email 9/13/2022

UTF CS 9/12/22

JESSE WAGEMAN
DUSTIN WAGEMAN
24103 RUSTIC CT
STAR ID 83669-4815

NOTICE: STATEMENT OF C

UTF

63-34381

NIXIE 980 FE 1 0009/04/22
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 837200098 *1336-05250-31-39

SCANNED
SEP 16 2022