Form 42-248(6) 2/14

RECEIVED
OCT 11 2022
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Completed cm 11/15/22 DL

Notice of Security Interest in a Water Right

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

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

1.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
63-7825-A			
63-7825-C			

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

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

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

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

D. L. Evans Bank
P. O. Box 87
Twin Falls, ID 83303

Phone 208-736-9300
Email central@dlevans.com

SUPPORT DATA
IN FILE # 63-7825A

4. Name of Water Right Owner/Claimant(s) — Paul Daniel Nay and Michelle Nay

5. Expiration Date of Notification Period — September 10, 2042

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

7. Signature(s) of Security Interest Holder(s) — Chi Lefft V.P.
   Title, if applicable — VP Branch Manager D.L. Evans Bank

For Office Use Only

Receipted by KK Date 10.11.22 Receipt No. C114253 Fee 100-

Processed by AJ _____ Date _____ WR _____ Date _____

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RECORDATION REQUESTED BY:
D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

WHEN RECORDED MAIL TO:
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1310 12th Ave. Rd.
Nampa, ID 83686

SEND TAX NOTICES TO:
Paul D. Nay
Michelle J. Nay
14602 Deerflat Road
Nampa, ID 83686

2022-042317
RECORDED
09/07/2022 02:18 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 TYOUREN $45.00
TYPE: MTG D OF T
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

815792

DEED OF TRUST

THIS DEED OF TRUST is dated September 7, 2022, among Paul D. Nay and Michelle J. Nay, husband and wife ("Grantor"); D. L. Evans Bank, whose address is Nampa Branch, 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company of Canyon County, whose address is 610 South Kimball Avenue, Caldwell, ID 83605 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Canyon County, State of Idaho:**

Refer to Exhibit "A" attached hereto and made a part hereof.

Together with the water rights represented by Idaho State Department of Water Resources Water Right No. 63-7825-A with a claimed priority of July 9, 1973, to 0.40 cfs of irrigation water from groundwater; and Idaho State Department of Water Resources Water Right No. 63-7825-C with a claimed priority of July 9, 1973, to 0.40 cfs of irrigation water from groundwater, together with any and all other water rights and ditch rights appurtenant to the above described premises.

The Real Property or its address is commonly known as 14602 Deerflat Road, Nampa, ID 83686. The Real Property tax identification number is 30127000 0.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the

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CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Canyon County, State of Idaho:**

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GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

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Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the

each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all Indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Canyon County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Canyon County, State of Idaho.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Canyon)

This record was acknowledged before me on Sept 7, 20 22 by **Paul D. Nay and Michelle J. Nay.**

KELLIE EVANS NOTARY PUBLIC Comm. No. 38063 STATE OF IDAHO

Kellie Evans
Notary Public in and for the State of Idaho
My commission expires 6/29/2027

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ **Beneficiary:** _____

By: _____

Its: _____

LaserPro, Ver. 22.1.0.044 Copr. Finastra USA Corporation 1997, 2022. All Rights Reserved. - ID g:\CFI\LPL\G01.FC TR-5015845 PR-14

EXHIBIT A

Parcel A as shown on a Record of Survey for Parcel Line Adjustment, recorded as Instrument No. 2013-047760, records of Canyon County, said parcel is situated in a portion of the Southwest Quarter of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 15; thence
South 89°57'53" East 1326.47 feet along the South line of said Section 15 to the West 1/16th corner common to said Section 15 and Section 22 of said Township and Range, said West 1/16th corner being the POINT OF BEGINNING; thence leaving said South line North 00°41'48" East 2652.85 feet to the center West 1/16th corner of said Section 15, thence along the East-West centerline of said Section 15
South 89°53'06" East 692.43 feet, thence leaving said East-West centerline
South 00°32'01" West 2651.81 feet to said South line of Section 15, thence continuing along said South line
North 89°57'53" West 700.00 feet to the POINT OF BEGINNING.

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

RECEIVED
APR 12 2022
WATER RESOURCES
MAIN 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?
63-7825A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-7825C	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-33165	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Triple Crown Investments, LLC
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Paul D Nay and Michelle J Nay
   New owner(s) as listed on the conveyance document Name connector ■ and ■ or

   14602 Deer Flat Rd — Mailing address
   Nampa — City
   ID — State
   83686 — Zip
   208-941-0638 — Telephone
   tci_@msn.com or paulnay@gmail.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: 6/08/2021.

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.

   SUPPORT DATA IN FILE # 63-7825A

   - ☐ 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: _____ (Signature of new owner/claimant) _____ (Title, if applicable) 4/12/2022 (Date)
   Paul D. Nay (Print name)

   Signature: Michelle Nay (Signature of new owner/claimant) _____ (Title, if applicable) 4/12/22 (Date)
   Michelle Nay (Print name)

For IDWR Office Use Only:

Receipted by CJ Date 04/12/2022 Receipt No. W050319 Receipt Amt. $75.00

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 AP Date 10/26/22

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NOV 14 2022

PioneerTitleCo.
GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

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

2021-040842
RECORDED
06/08/2021 11:49 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 MKEYES $13.00
TYPE: FIRMNAME
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 773089 BA/JB

WARRANTY DEED

For Value Received Triple Crown Investments, LLC

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

Paul D. Nay and Michelle J. Nay, husband and wife

hereinafter referred to as Grantee, whose current address is 14602 Deerflat Road Nampa, ID 83686

The following described premises, to-wit:

Parcel A as shown on a Record of Survey for Parcel Line Adjustment, recorded as Instrument No. 2013-047760, records of Canyon County, said parcel is situated in a portion of the Southwest Quarter of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 15; thence

South 89°57'53" East 1326.47 feet along the South line of said Section 15 to the West 1/16th corner common to said Section 15 and Section 22 of said Township and Range, said West 1/16th corner being the POINT OF BEGINNING; thence leaving said South line

North 00°41'48" East 2652.85 feet to the center West 1/16th corner of said Section 15, thence along the East-West centerline of said Section 15

South 89°53'06" East 692.43 feet, thence leaving said East-West centerline

South 00°32'01" West 2651.81 feet to said South line of Section 15, thence continuing along said South line

North 89°57'53" West 700.00 feet to the POINT OF BEGINNING.

SUBJECT TO an Ingress/Egress and Utility Easement described as follows:

An easement for Ingress/Egress and Utilities across a portion of Parcel A in favor of Parcel B as shown on a Record of Survey for Parcel Line Adjustment, recorded as Instrument No. 2013-047760, records of Canyon County, said easement is situated in a portion of the Southwest Quarter of Section 15, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the Southwest corner of said Section 15, thence

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NOV 14 2022

South 89°57'53" East 2026.47 feet along the South line of said Section 15 to the POINT OF BEGINNING, thence leaving said South line and following the East line of said Parcel A

North 00°32'01" East 2215.34 feet, thence leaving said East line

North 89°19'23" West 31.20 feet, thence

South 00°40'37" West 2215.74 feet to the said South line of Section 15, thence along said South line

South 89°57'53" East 36.76 feet to the POINT OF BEGINNING.

Subject to: There shall be no manufactured homes placed on this said parcel. No dwelling shall be erected or placed on building site that is less than 2000 square feet on any single level, or a minimum of 1450 square feet on the ground floor of a two story or split entry residence maintaining a total minimum on both levels of 2600 square feet with a minimum of (3) three bedrooms and (2) two bathrooms for the purpose of this paragraph, basements shall not be considered in the required square footage. Any home under 2250 square feet must have a third car garage attached. Any home that is over 2250 square feet does not require the third car garage but must still have a 2 car garage attached.

No portion of the real property r of building site or any structure three shall be used for the conduct of ay trade or business, and noxious or undesirable us of the real property shall not be permitted or maintained, with the exception of the C.U.P and current gravel pit operation. No junked, wrecked or inoperable cars, or racing cars will be permitted to be parked or openly stored within said parcel.

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: June 7, 2021

Triple Crown Investments, LLC

By: _____
Lance Thueson, Member

State of Idaho, County of Canyon

This record was acknowledged before me on June 8, 20201 by Lance Thueson, as Member of Triple Crown Investments, LLC.

_____
Signature of notary public
Commission Expires: Residing in Nampa, Idaho
My Commission Expires: 9-16-2023

BLANCA E. ACOSTA
COMMISSION #9379
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
NOV 14 2022

WATER RIGHT REPORT

4/12/2022
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 63-33165

Owner Type	Name and Address
Current Owner	TRIPLE CROWN INVESTMENTS LLC 455 S KINGS RD NAMPA, ID 83687-9153 2089412434
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651

Priority Date: 04/13/1967
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
INDUSTRIAL	01/01	12/31	0.2 CFS	45 AFA
Total Diversion			0.2 CFS	45 AFA

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 15	Township 02N	Range 03W	CANYON County

Place(s) of use:
Place of Use Legal Description: INDUSTRIAL CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	03W	15		NESW			SESW							

Conditions of Approval:

1. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. T08 Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. 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.

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NOV 14 2022

5.	F06	The following rights are diverted through the point of diversion described above: 63-7825A and 63-7825C.
6.		Industrial use is for a gravel extraction facility.
7.	004	This right does not grant any right-of-way or easement across the land of another.

Dates:
Licensed Date:
Decreed Date: 02/06/2009
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number: TBD
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plantiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

SCANNED
NOV 14 2022

WATER RIGHT REPORT

4/12/2022
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 63-7825A

Owner Type	Name and Address
Current Owner	TRIPLE CROWN INVESTMENTS LLC 455 S KINGS RD NAMPA, ID 83687-9153 2089412434
Original Owner	ROBERT W RUSSELL RT 4 NAMPA, ID 83651

Priority Date: 07/09/1973
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.4 CFS	90 AFA
Total Diversion			0.4 CFS	90 AFA

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 15	Township 02N	Range 03W	CANYON County
GROUND WATER	NESE	Sec. 15	Township 02N	Range 03W	CANYON County
GROUND WATER	SWSE	Sec. 15	Township 02N	Range 03W	CANYON County

IRRIGATION Use:
Acre Limit: 20
Place(s) of use:
Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	03W	15		NESW	20		SESW	20						

Total Acres: 40
Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2.	T08	Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.

SCANNED
NOV 14 2022

3.	T19	Pursuant to Section 42-1[redacted]2(6), Idaho Code, this water right [redacted]ubject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4.	X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
5.	X27	This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
6.	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.
7.	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 lands above.
8.	F06	Right 63-7825C is diverted through points of diversion described above.
9.		Rights 63-32076 and 63-33164 are also diverted through the points of diversion located in the NE SE Section 15 T2N R3W and SW SE Section 15 T2N R3W.
10.	004	This right does not grant any right-of-way or easement across the land of another.

Dates:
Licensed Date:
Decreed Date: 04/03/2009
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number: TBD
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 4.5
Combined Acres Limit:
Combined Volume Limit: 5.08
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plantiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

SCANNED
NOV 1 4 2022

WATER RIGHT REPORT

4/12/2022
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 63-7825C

Owner Type	Name and Address
Current Owner	TRIPLE CROWN INVESTMENTS LLC 455 S KINGS RD NAMPA, ID 83687-9153 2089412434
Original Owner	ROBERT W RUSSELL RT 4 NAMPA, ID 83651

Priority Date: 07/09/1973
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.4 CFS	90 AFA
Total Diversion			0.4 CFS	90 AFA

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 15	Township 02N	Range 03W	CANYON County
GROUND WATER	NESE	Sec. 15	Township 02N	Range 03W	CANYON County
GROUND WATER	SWSE	Sec. 15	Township 02N	Range 03W	CANYON County

IRRIGATION Use:
Acre Limit: 20
Place(s) of use:
Place of Use Legal Description: IRRIGATION CANYON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	03W	15		NESW	20		SESW	20						

Total Acres: 40
Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2.	T08	Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.

SCANNED
NOV 14 2022

3.	T19	Pursuant to Section 42-1[redacted]2(6), Idaho Code, this water right [redacted]ubject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4.	X61	The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
5.	X27	This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
6.	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.
7.	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 lands above.
8.	F06	Right 63-7825A is diverted through points of diversion described above.
9.		Rights 63-32076 and 63-33164 are also diverted through the points of diversion located in the NE SE Section 15 T2N R3W and SW SE Section 15 T2N R3W.
10.	004	This right does not grant any right-of-way or easement across the land of another.

Dates:
Licensed Date:
Decreed Date: 04/03/2009
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number: TBD
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 4.5
Combined Acres Limit:
Combined Volume Limit: 5.08
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plantiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

SCANNED
NOV 14 2022

State of Idaho
Department of Water Resources

Water Right

63-7825A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0425 0.085 0.17 0.255 0.34

Miles

Legend

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

N

Date created: 4/12/2022

SCANNED
NOV 14 2022

State of Idaho
Department of Water Resources

Water Right

63-7825C

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0425 0.085 0.17 0.255 0.34
Miles

Date created: 4/12/2022

Legend

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

N

SCANNED
NOV 14 2022

State of Idaho
Department of Water Resources

Water Right

63-33165

INDUSTRIAL

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0425 0.085 0.17 0.255 0.34
Miles

Legend
- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

Date created: 4/12/2022

SCANNED
NOV 14 2022

Mansfield, Debra

From: Mansfield, Debra
Sent: Thursday, August 15, 2024 10:24 AM
To: central@dlevans.com
Subject: Confirmation for Notices of Security Interest in Water Rights
Attachments: Security Interest Confirmation Letter - D.L. Evans Bank.pdf

Hello,

Please see the attached confirmation letter from IDWR Regarding your Security Interest in water right(s): 34-14526, 34-14527, 34-14528, 34-14529, 34-7825A, 34-7825C, 63-17197, 63-17198, 47-11459 and 47-14405

I have included a computer-generated report of these water rights that reflect this addition of Security Interest, for your records.

If you have any questions regarding these Security Interests, please feel free to respond to this email.

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

August 15, 2024

D.L. EVANS BANK LLC
P.O. BOX 87
TWIN FALLS ID 83303-0087

RE: Notice of Security Interest for Water Right/Permit No(s): **34-14526, 34-14527, 34-14528, 34-14529, 63-7825A, 63-7825C, 63-17197, 63-17198, 47-11459, 47-14405**

Dear Security Interest Holder:

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

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

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

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

October 27, 2022

PAUL D NAY
MICHELLE J NAY
14602 DEER FLAT RD
NAMPA ID 83686-7809

Re: Change in Ownership for Water Right No(s): 63-7825A, 67-7825C, 63-33165

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1

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