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

RECEIVED
JUN 04 2026
DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES DE

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?
69-10411	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: JEMMETT FAMILY TRUST
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MONTE & DESMARIE RALLS
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

3123 COUNCIL COPRUM RD
Mailing address

COUNCIL | ID | 83612
City | State | Zip

208 880 2476
Telephone

SNIDERALLS@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: 6/2024.

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: Monte Ralls
Signature of new owner/claimant | Title, if applicable | Date 6/4/2026

Print name

Signature: _____
Signature of new owner/claimant | Title, if applicable | Date

Print name

For IDWR Office Use Only:

Received by MW Date 6/4/2026 Receipt No. C126573 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 PL Date 6/26/2026

854821 /TK

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

DEED OF PERSONAL REPRESENTATIVE

THIS INDENTURE, made on this 10 day of June, 2024, by and between LYNET LEA PADILLA, the duly appointed, qualified, and acting Personal Representative of the estate of **COY GRANT JEMMETT**, deceased, the party of the first part, and **MONTE L. RALLS**, an unmarried man, and **DESMARIE A. ROSS**, an unmarried woman, of 3123 Council Cuprum Road, Council, Idaho 83612, the parties of the second part;

W I T N E S S E T H:

WHEREAS, the party of the first part herein is now the duly appointed, qualified, and acting Personal Representative of the estate of COY GRANT JEMMETT, deceased, which estate is being probated in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Idaho, Magistrate Division, Case Number CV25-23-0387, and the Letters Testamentary having been recorded in the records of Adams County, Idaho, as Instrument No. 141541 on August 23, 2023; and

WHEREAS, for value received, the party of the first part hereby conveys to the parties of the second part, all of the estate's right, title and interest in the following described real property situated in Adams County, State of Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

NOW, THEREFORE, the said LYNET LEA PADILLA, Personal Representative aforesaid, the party of the first part, for valuable consideration received, has bargained, sold and conveyed, and by these presents does bargain, sell, and convey unto the said parties of the second part, their successors and assigns forever, all of the estate's right, title and interest, and estate of said decedent, COY GRANT JEMMETT, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of said decedent at the time of his death in or to all of that certain lot, piece, or parcel of land situated, lying, and being in the County of Adams, State of Idaho, described above.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part, their successors and assigns forever.

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IN WITNESS WHEREOF, the said party of the first part has, as Personal Representative, as aforesaid, hereunto set her hand and seal the day and year first above written.

ESTATE OF COY GRANT JEMMETT,
Deceased

LYNET LEA PADILLA
Personal Representative

STATE OF IDAHO)
: ss.
County of Idaho)

On this 10 day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared LYNET LEA PADILLA, Personal Representative of the Estate of COY GRANT JEMMETT, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as such Personal Representative of said estate.

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

MARILYN M BEGGS
Notary Public - State of Idaho
Commission Number 20233744
My Commission Expires Sep 11, 2029

Notary Public Signature
My Commission Expires: 9/11/2029

Exhibit "A"

Township 18 North, Range 3 West, Boise Meridian, Adams County, Idaho

Section 14: SW1/4SE1/4

EXCEPTING a parcel of land in the SW1/4SE1/4 of said Section, Township and Range more particularly described as follows:

Beginning at the Southeast corner of the SW1/4SE1/4;

Thence Westerly 80 feet, more or less, along the South line of said Section to a point;

Thence Northerly, along an existing fenceline, a distance of 875 feet, more or less, to a point;

Thence Easterly, parallel with the South line of said Section, a distance of 80 feet, more or less, to the East line of the SW1/4SE1/4 of said Section;

Thence Southerly, along said East line, 875 feet, more or less, to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the right-of-way of Council-Cuprum Road, as now established.

QUITCLAIM DEED

FOR VALUE RECEIVED,

MONTE L RALLS AND DESMARIE A RALLS, HUSBAND AND WIFE, WHO AQUIRED TITLE AS MONTE L RALLS, AND UNMARRIED MAN, AND DESMARIE A. ROSS, AN UNMARRIED WOMAN

does hereby convey, release, remise and forever quit claim unto

MONTE L. RALLS AND DESMARIE A. RALLS, HUSBAND AND WIFE

whose current mailing address is:

3123 COUNCIL COPRUM RD. COUNCIL ID 83612

the following described premises:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 7/15/2026

By: [signature]

By: [signature]

STATE OF IDAHO)
County of Canyon)ss

This record was acknowledged before me on the 15th day of July, 2026 by Monte L. Ralls and Desmarie A. Ralls.

[signature]
Notary Public
My commission expires: 01-21-31

MEGAN ANGIOLINI
COMMISSION #20250066
NOTARY PUBLIC
STATE OF IDAHO

Exhibit "A"

Township 18 North, Range 3 West, Boise Meridian, Adams County, Idaho

Section 14: SW1/4SE1/4

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ALSO EXCEPTING THEREFROM the right-of-way of Council-Cuprum Road, as now established.

PioneerTitleCo.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

File No. 854821 TK/

Beneficiary Initials MS

DEED OF TRUST

THIS DEED OF TRUST, Made June 6, 2024 between **Monte L. Ralls, an unmarried man, and Desmarie A. Ross, an unmarried woman** herein called GRANTOR, whose address is 3123 Council Cuprum Road, Council, ID 83612; Pioneer Title Company of Canyon County, herein called TRUSTEE; and **Scott A. Syme and Patricia N. Syme, Trustees of the Scott and Patricia Syme Family Trust** whose mailing address is 17498 Allendale Road, Wilder, ID 8676 , herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Adams, State of Idaho, described as follows:

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.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **$80,000.00 Eighty Thousand Dollars and No Cents** final payment due **June 14, 2029,** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all

contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **$80,000.00 Eighty Thousand Dollars and No Cents** final payment due **June 14, 2029,** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. **It is mutually agreed that:**

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of

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(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, 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 its 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 thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

M. L. Ralls

Monte L. Ralls

Desmarie A. Ross

Desmarie A. Ross

State of Idaho, County of Canyon

This record was acknowledged before me on 10-14-24 by Monte L. Ralls and Desmarie A. Ross.

Signature of notary public

Commission Expires: 2/3/2028

TAMMY KRATZBERG
COMMISSION #18555
NOTARY PUBLIC
STATE OF IDAHO

PioneerTitleCo.
GOING BEYOND

File No. 854821

TAX NOTICE

The estimated tax values for 2024 in the amount of $661.56, as shown in the accompanying closing statement, are based on the most current information available from the Adams County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer.

Buyer is aware and hereby acknowledges that the Seller has filed for and received exemptions for Agriculture and/or Forest Lands and/or Homeowners. The Buyer also acknowledges that it is his/her/their responsibility to inquire at the County Assessor's Office as to any change this sale will make in terms of assessments to be assessed for prior years due to change of ownership. In the event this property is taxed under the Bare Land and Yield Tax Option, and this designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the Seller therein.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or

2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.

3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

Date: June 6, 2024

Buyer:

Monte L. Ralls

Desmarie A. Ross

Seller:

The Estate of Coy G. Jemmett

By:

Lynet Lea Padilla, P.R.

PioneerTitleCo.
GOING BEYOND

PROMISSORY NOTE

File No.: 854821
$80,000.00

June 6, 2024

For Value received, the undersigned promise to pay to the order of: **Scott A. Syme and Patricia N. Syme, Trustees of the Scott and Patricia Syme Family Trust** the Principal sum of **Eighty Thousand Dollars and No Cents ($80,000.00)** in lawful money of the United States of America, with interest thereon at the rate of **7% percent** per annum from 6/14/2024, in installments as follows:

Payable in monthly principal and interest installments of $532.24 each, with the first such payment due on the 14th day of July, 2024, and continuing to be paid in a like sum on or before the 14th day of each subsequent month until June 14, 2029, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

If any installment or portion thereof, due hereunder, is not received by the holder of this Note within 10 days after the due date thereof, Maker agrees to pay to Payee, in addition to the regular payment, a late payment fee in the amount of $50.00.

If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable.

All or any part of this Note may be prepaid by the Maker without penalty.

All payments, including partial prepayments, shall be applied first to accrued late charges owing (if applicable) then to accrued interest and the balance in reduction of principal.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice of non-payment.

Monte L. Ralls

Desmarie A. Ross

Read & Approved by Payee(s): _____

PioneerTitleCo.
GOING BEYOND

File No. 854821

REQUEST FOR FULL RECONVEYANCE

To: Pioneer Title Company of Canyon County

The undersigned is the legal owner and holder of all indebtedness secured by that certain Deed of Trust

Executed By: Monte L. Ralls, an unmarried man, and Desmarie A. Ross, an unmarried woman

Trustee: Pioneer Title Company of Canyon County

Beneficiary: Scott A. Syme and Patricia N. Syme, Trustees of the Scott and Patricia Syme Family Trust

Recorded: _____

Instrument No.: _____

of the records of mortgages for Adams County, Idaho, given to secure the payment of Promissory Note for the sum of $80,000.00 and interest, which Note is paid in full and attached hereto.

You are hereby requested and directed to cancel all evidence of indebtedness secured by said Deed of Trust, and to reconvey, without warranty, the estate now held by you under the same.

Date: June 6, 2024

Beneficiary:

_____
Scott A. Syme, Trustee

Patricia N Syme
_____
Patricia N. Syme, Trustee

State of Idaho
County of Canyon

This record was acknowledged before me on _____ by Scott A. Syme and Patricia N. Syme, as Trustees of The Scott and Patricia Syme Family Trust.

_____
Notary Public
My commission expires: 2/3/2028

PioneerTitleCo.
GOING BEYOND

Long Term 1098 Information

Pursuant to the IRS regulations, the following information must be completed.

Property Address: 3123 Council Cuprum Road
Council, ID 83612

Legal Description:

See Exhibit A attached hereto and made a part hereof.

Parcel Number:

Property Type:

- ☒ Single Family
- ☐ Condominium
- ☐ Single Family Investment
- ☐ Mobile Home
- ☐ Farm
- ☐ Commercial-Non Residential
- ☐ Land
- ☐ Multi-Family
- ☐ Unsecured Non-Real Estate

Occupancy Type:

- ☐ Investment
- ☒ Primary Residence
- ☐ Secondary Residence

Deed of Trust secured by more than one property:

- ☐ Yes
- ☒ No

Monte L. Ralls

Desmarie A. Ross

PioneerTitleCo.
GOING BEYOND

File No. 854821

Servicing Contracts for:
Ada County, Bannock County, Blaine County, Boise County, Canyon County, Gem County, Kootenai County, Owyhee County, Payette County, Power County, Bonneville County

LONG TERM ESCROW INSTRUCTIONS TO PIONEER TITLE COMPANY OF ADA COUNTY

1. **APPOINTMENT**
The undersigned hereby agree that Pioneer Title Company of Ada County shall act as the parties' escrow holder and receive compensation in accordance with the schedule of fees and charges of Pioneer Title Company in effect on the date of accepting this escrow. The parties hereto shall be jointly and severally liable for all charges and fees. In the event the escrow holder shall be required to divide the payments, an additional minimum charge of $10.00 shall be charged for each division for a payment. There will be an additional filing fee, the amount to be determined by the escrow holder for any subsequent assignments, amendments, close out or additional documents placed with this escrow. The escrow holder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving notice of such increase to the parties to this escrow by regular mail at the last address left with it.

2. **ESCROW FEES:**
2.1 Collection of fees shall be paid by: **Buyer**
2.2 Collection Fees Paid: $10.00 Monthly
2.3 Initial Filing Fee: $210.00
2.4 Special Fees: None

3. **DEPOSITED DOCUMENTS:** The following documents are to be placed into escrow:
X Original Note
X Original Recorded Deed of Trust
X Request for Reconveyance
____ W-9
____ Assignment & Assumption of Note and Deed of Trust
____ Other: ____

4. **PAYMENTS OF PRINCIPAL AND INTEREST:**
4.1 Escrow to be closed upon payment of unpaid principal of $80,000.00 plus accrued interest.
4.2 Simple interest is to be calculated at the rate of 7% per annum and shall commence on the 6/14/2024 and shall be computed on the unpaid principal balance to date of payment each time a payment is paid.
4.3 Principal and interest (including balloon payments) shall be payable as follows:
Payable in monthly principal and interest installments of $532.24 each, with the first such payment due on the 14th day of July, 2024, and continuing to be paid in a like sum on or before the 14th day of each subsequent month until June 14, 2029, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.
4.4 Check One:
__X__ All payments shall be credited first to the interest then due, and the balance applied to the principal.
_____ Interest shall be paid in addition to principal payments.
4.5 Late Payment Fee: **If any installment or portion thereof, due hereunder, is not received by the holder of this Note within 10 days after the due date thereof, Maker agrees to pay to Payee, in addition to the regular payment, a late payment fee in the amount of $50.00.**

Pioneer Title Company of Ada County is unable to monitor per diem late payment fees, multiple late payment fees or interest increases due for late payments. It will be the payee's sole responsibility to notify escrow holder in writing of any late payment fees or interest to be assessed to the payor. Pioneer Title Company of Ada County is held harmless in the event payee has not notified escrow holder in writing of any late payment fees or interest due from payor prior to payment in full of the subject long term escrow.

5. **SALE AND ASSIGNMENT:**
BUYER **MAY NOT** assign their interest in the property or the documents in escrow without the seller's written consent.
Conditions of Assignment: If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note, or any part thereof, or any interest therein, excluding a transfer by

X Checking Acct. _____ Savings Acct. Account No.: Acct ending in 3030

In the name of:

Financial Institution and Address: 1st Interstate Bank

Routing No.

Other

INCLUDE COPY OF VOIDED CHECK FOR DEPOSITS AND TRANSFERS

6.1 Escrow holder reserves the right to hold funds until they are confirmed to be "good funds"

7. **LATE CHARGE.** Pioneer Title Company is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. Pioneer Title Company is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant to the parties' documentation may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a payoff in full of this escrow, the party entitled to accrued late fees may provide an accounting to Pioneer Title Company of all late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final payoff amount. If a party has not provided to Pioneer Title Company an accounting of all late charges then due, then Pioneer Title Company shall not be liable for accepting a payoff on a contract without collecting the accrued late charges.

8. **DEPOSITORY RESPONSIBILITIES.** It is expressly understood between the parties hereto that Pioneer Title Company is a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person involved herein, nor as to any assessments, liens or encumbrances against such property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as an escrow holder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Pioneer Title Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Pioneer Title Company's discretion in any particular manner, or for any other reasons except gross negligence or willful misconduct with reference to this escrow.

9. **PAYMENTS.** Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrow holder's receipt of available funds. Should the escrow holder disburse the buyer's payment to the sellers and the buyer's payment, in whatever form it is made, is dishonored for any reason, sellers agree to return the amount of the payment to the escrow holder who shall cancel the payment on its records. In the event the sellers do not return the payment, the escrow holder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyers or sellers the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Buyers and sellers shall be charged a $20.00 fee for any checks returned because of insufficient funds in such parties account or because the account has been closed.

10. **PAYMENTS.** If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars ($5.00) per month from such funds until the check is presented for payment. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to buyers and sellers.

11. **DISPUTES.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrow holder, such escrow holder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrow holder may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing the escrow holder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrow holder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrow holder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other part, Pioneer Title Company shall have the right, but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by such escrow holder in connection herewith, and upon demand shall forthwith pay the same to the

provided Pioneer Title Company with written notification that foreclosure proceedings have been initiated through the trustee. Pioneer Title Company shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirement. Pioneer Title shall not be obligated to notify any party of nonpayment or other breach of contract.

13. **NOTICES.** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrow holder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrow holder and to all parties concerned. All notices given pursuant to the terms of any documents placed in this escrow must be given through the escrow holder as herein above provided at the expense of the party giving notice and the escrow holder shall not be required to recognize service of notice given in any other manner. The escrow holder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

14. **TERMINATION.** In the event that this escrow is canceled or forfeited, it is agreed that the escrow holder may return the documents to any of the sellers, their heirs, executors, administrators or assigns on demand. The escrow holder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Pioneer Title Company reserves the right at any time to resign as escrow holder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new substitute escrow holder to whom Pioneer Title Company may deliver the escrowed documents at no cost to Pioneer Title Company. In the event the undersigned parties have not selected a new or substitute escrow holder within 30 days of the resignation of Pioneer Title Company, the new or substitute escrow holder may be selected by Pioneer Title Company and any cost associated therewith may be deducted from the next payment made on this escrow.

    Any instrument or document placed in escrow is accepted upon the condition that the escrow holder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same. In which event, the escrow holder shall notify all parties hereto in writing of such refusal and shall return such instruments together with the fee paid in connection therewith to the party or parties depositing the same.

    When the escrow holder receives the unpaid principal balance on this escrow and accrued interest on behalf of sellers, Pioneer Title Company shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to buyers or their order and thereby close the escrow.

15. **COMPLIANCE.** Pioneer Title Company assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Pioneer Title Company shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Pioneer Title Company. Under no circumstances shall Pioneer Title Company be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party other than the parties to these instructions and there are no third party beneficiaries to these instructions.

16. **INSURANCE.** It shall be the sole responsibility of the buyers and sellers to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner and Pioneer Title Company assumes no liability for lack or insufficiency of insurance or lack of payment of taxes.

17. **COSTS.** The escrow holder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due hereunder.

Dated this June 6, 2024

18. **SIGNATURES AND COMPLETE ADDRESSES (Please Print)**

Pioneer Title Company of Ada County

By: _____
Long Term Escrow Department

Its: _____

Date Accepted for Escrow: _____

PAYORS/BUYERS

Monte L. Ralls

Desmarie A. Ross

Buyer 1 SS#: 519 04 8490

Buyer 2 SS#: 572-27-9163

Address: 3123 Council Cuprum Road
Council, ID 83612

Home #: (208) 880-2476

Work #:

Buyer 3 SS#:

Buyer 4 SS#:

Address:

Home #:

Work #:

If you would like online access, please provide the following information:

Email Address: SNIPERALLS@YAHOO.COM

Social Security Number:
(if not provided above)

Buyers/Borrowers need your name, address and taxpayer identification number for reporting interest paid to you to the Internal Revenue Service when filing their taxes. In compliance with privacy policy issues Pioneer Title Company will no longer provide this information to your buyer/borrower.

From the information listed below the buyer/borrower will be instructed to call you directly for this information.

Dated:

SIGNATURES AND COMPLETE ADDRESSES (Please Print)

PAYEES/LENDER

The Scott and Patricia Syme Family Trust

By: _____

Scott A. Syme, Trustee

By: Patricia N Syme

Patricia N. Syme, Trustee

Address:

17498 Allendale Road, Wilder, ID 83676

Home #: 208-573-9300

Work #: 208-573-9301

Online Access? (Yes) No

Address: _____

_____

Home #: _____

Work #: _____

If you would like online access, please provide the following information:

Email Address: SSyme@Symes.com

Social Security Number:
(if not provided above) _____

RP18N03W148401A
7/03/2024

INSTRUMENT# 144499

SALES VERIFICATION

Type XX Location 2000
Cama Area#

Seller: JEMMETT, COY G
Buyer: RALLS, MONTE L &
Address: ROSS, DESMARIE A
3123 COUNCIL CUPRUM RD
COUNCIL ID 83612

Legal Description

T18N R3W SEC 14
SW4SE4
38.39 AC

Property Address: 3123 COUNCIL-CUPRUM RD

1. Total sale price $ $480,000.00 Date of sale: Month 6 Year 2024

2. Down payment $ PAID IN FULL Loan amount $_____ Interest rate_____% Years_____

Financing (X): __Conventional __VA __FHA __Cash __Private __IHA __Other:_____

3. If furniture, fixtures, etc. were included in total price, please estimate the value and list the items included:

Value $ $5000.00 Items: FURNITURE, TOOLS, IMPLEMENTS, HOUSEWARES

4. This sale was: __an ordinary transaction __a trade X an estate sale __a foreclosure

__between family __an easement __a condemnation __other:_____

5. The type of property was: __Commercial X Residential __Agricultural __Other:_____

Was this bare land? __Yes X No

6. Was a manufactured home included as part of the sale? __Yes X No

7. If the property was rented at the time of sale, what was the rental amount? Monthly $_____ Annually $ N/A

Remarks and conditions of the sale:_____

SIGNATURE: Monte Ralls DATE: 7/21/24

WORK PHONE:_____ HOME PHONE: 208 880 6040

RP18N03W148401A

Rev 1/02

ADAMS COUNTY ASSESSOR - STACY SWIFT
PO BOX 46, COUNCIL, IDAHO 83612
208-253-4271

RALLS, MONTE L &
ROSS, DESMARIE A
3123 COUNCIL CUPRUM RD
COUNCIL ID 83612

T18N R3W SEC 14
SW4SE4
38.39 AC

Congratulations on the acquisition of property located within Adams County. Enclosed you will find a Sales Verification which gives you, as a property owner, the opportunity to provide current sales information. The information gathered from returned Sales Verifications is used to help determine current market trends of real estate in a yearly study.

If this property is your primary dwelling place and is owner occupied, you may qualify for the Homeowner's Exemption. Other programs such as an Agricultural Exemption, Forestland Designation, Property Tax Reduction and Service-Connected Disabled Veterans Property Tax Benefit are also available to those who qualify. For more information and to download applications, please visit our website at www.co.adams.id.us. If you have any questions about these programs, please contact our office.

Each year our office studies the information provided by returned Sales Verifications to ensure fair and equitable property valuation county-wide. Your cooperation in furnishing information on the enclosed questionnaire will be greatly appreciated. Please mail form to our office or you may email information to sswift@co.adams.id.us.

Please feel free to contact our office with any questions or concerns you may have.

Sincerely,

Stacy Swift
Adams County Assessor

Enclosure

PioneerTitleCo.
GOING BEYOND

File No. 854821

HOMEOWNERS EXEMPTION DISCLAIMER

The undersigned hereby acknowledge and agree that they have read and understand the following information regarding the HOMEOWNERS EXEMPTION:

As a property owner, you may be eligible for a "Homeowners Exemption", which could significantly reduce the amount of property taxes you are required to pay.

This eligibility is NOT automatic, however, and in order to apply for it you must go to the County Assessor's Office in the county that your property is located in.

In order to qualify for this exemption, you must OWN and OCCUPY the property.

Application for a newly constructed home should be made as soon as possible after occupancy.

I further understand and agree that Pioneer Title Company of Canyon County is unable to provide applications, as only the County Assessor makes them available.

Dated: June 6, 2024

Monte L. Ralls

Desmarie A. Ross

PioneerTitleCo.
GOING BEYOND

ESCROW INSTRUCTIONS
(Purchase)

File No.:	854821
Seller:	Estate of Coy G. Jemmett
Buyer:	Monte L. Ralls and Desmarie A. Ross
Lender:	Private Lender
Property:	3123 Council Cuprum Road, Council, ID 83612
Date:	June 14, 2024

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. TITLE INSURANCE:
Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) 2021 Standard Owner's Policy in the amount of $480,000.00 insuring Buyer, and an Lender's Policy insuring Lender in an amount not exceeding $80,000.00 can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-7 & 8-12 as set forth in Title Commitment No. 854821 of which Buyer and Seller have read and hereby approve.

2. PRORATIONS:
All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. FIRE INSURANCE:
Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. UTILITIES:
It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. ADDITIONAL MONIES:
Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. PURCHASE AND SALE AGREEMENT:
Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. DISPUTES WITH PIONEER TITLE:
Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is $50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

PioneerTitleCo.
GOING BEYOND

SUPPLEMENTAL ESCROW INSTRUCTIONS TO PIONEER TITLE COMPANY

These Supplemental Instructions are made a part of and incorporated into those certain instructions executed under File No. 854821 by the parties thereto. They are intended to supplement said instructions, and unless specifically set out herein, do not negate, void, or amend the terms, conditions, and provisions contained in said instructions.

The buyer and seller have instructed the escrow agent to include language in the Note and Deed of Trust/Mortgage executed and/or approved in this transaction regarding the seller's right to call the Note fully due and payable in the event the buyer sells or conveys the subject property as follows:

"If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust/Mortgage securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable."

Some of the language contained in these supplemental instructions may have been included at the request of buyer and/or seller. The escrow agent makes no warranties as to the legal sufficiency of such language, and parties are advised to consult their legal counsel prior to the execution of these instructions and documents if they have any questions regarding the same.

Date: June 6, 2024

Buyer:

Monte L. Ralls

Desmarie A. Ross

Lender:

Scott A. Syme, Trustee

Patricia N. Syme

Patricia N. Syme, Trustee

8. DISPUTES WITH OTHERS:

If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS:

Buyer and Seller agree to pay and reimburse Pioneer Title Company, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if such item is returned or otherwise fails to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fail to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller within 120 days from the date such check was issued, then Buyer or Seller authorize Pioneer Title Company to deduct maintenance fees prior to reissuing the check to either the Buyer or Seller in the amount allowed under the applicable state law. The maintenance fee will include $10.00 for each month the check has not been presented for payment, up to the amount of the check. The aforementioned maintenance fees will not be applicable to payments made on behalf of Buyer or Seller towards payments on consumer debt. In the event Pioneer Title Company is instructed to issue payment on behalf of the Buyer or Seller as it pertains to consumer debt, Pioneer Title Company will reissue amounts that remain outstanding for more than 90 days directly to the Buyer or Seller, and the Buyer or Seller will be responsible for the payment of the underlying consumer debt. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer or Seller, unless it is related to consumer debt.

10. AMENDMENTS:

These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however, if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

11. TRUSTEE'S RECONVEYANCE FEE:

Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies), except irrigation and HOA companies associated with property. Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

Monte L. Ralls

Desmarie A. Ross

Buyer Email Address

Buyer Phone:

Pioneer Title Company of Canyon County

Tammy Kratzberg, Escrow Officer

Seller:

The Estate of Coy G. Jemmett

By:

Lynet Lea Padilla, P.R.

Lynet.Padilla@gmail.com

Seller Email Address

Seller Phone: 904-254-7812

PioneerTitleCo.
GOING BEYOND

File No. 854821

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Canyon County.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files or from our affiliates.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW, EXCEPT IRRIGATION AND HOA COMPANIES ASSOCIATED WITH YOUR PROPERTY.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Date: June 6, 2024

Buyer:

Monte L. Ralls

Desmarie A. Ross

Seller:

The Estate of Coy G. Jemmett

By:

Lynet Lea Padilla, P.R.

PioneerTitleCo.
GOING BEYOND

File No. 854821

CONDITIONS OF CLOSING

The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:

(1) Receipt of certified funds from all applicable parties.

(2) Deposit of all required documents.

(3) NONE

The parties further acknowledge and agree that Pioneer Title Company of Canyon County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

Date: June 6, 2024

Buyer:

Monte L. Ralls

Desmarie A. Ross

Seller:

The Estate of Coy G. Jemmett

By:

Lynet Lea Padilla, P.R.

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

March 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

COPY

69-10299
JEMMETT FAMILY TRUST
26475 IVERSON RD
CALDWELL ID 83605

RE: Domestic and/or Stockwater Rights in Reporting Area 19, Basin 69
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 69 (the Hells Canyon area from near Olds Ferry to the Wildhorse River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 69 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Burley, Gooding, Jerome, Mountain Home, Twin Falls, Murphy, Boise, Caldwell, Payette, Weiser, Council, Grangeville, Lewiston, Nezperce, Cascade, Salmon, Challis, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

EXHIBIT A

COPY

AGRICULTURE IRRIGATION AND STOCK WATERING EASEMENT
for

Jemmett Family Trust

Spring Development, Pipeline, & Service Road
T18N, R3W, BM

Legal Description:

Pipeline:

The Point of Beginning is southerly 1460 feet more or less and easterly 2260 feet more or less from the NW corner of Section 23, Township 18 North, Range 3 West; thence, northerly approximately 1600 feet along the centerline of said pipeline to the Point of Egress, said point is on National Forest property line and bears easterly 2730 feet more or less from the NW corner of Section 23.

The pipeline Right-of-Way is 15 feet wide, 7.5 feet each side of centerline, and contains approximately 0.55 acre.

Service Road:

The Point of Beginning is southerly 1840 feet more or less and easterly 2240 feet more or less from the NW corner of Section 23; thence, northerly approximately 390 feet along the centerline of said road to the Point of Ending, said point bears southerly 1500 feet more or less and easterly 2250 feet more or less from the NW corner of Section 23.

The service road Right-of-Way is 15 feet wide, 7.5 feet each side of centerline, and contains approximately 0.37 acre.

Spring Development:

The spring development is southerly 1500 feet more or less and easterly 2250 feet more or less from the NW corner of Section 23

The spring development Right-of-Way is 30 feet by 40 feet and contains approximately 0.03 acre.

EXHIBIT B
Operation and Maintenance Plan
Page 1 of 2

COPY

Water Conveyance Facilities: Jemmet Spring Development, Pipeline, and Service Road

Easement Holders: Jemmett Family Trust

The easement incorporates this Operation and Maintenance Plan (O & M Plan) and any attachments thereto; and the Holders agree to operate and maintain the facilities and use the granted land in accordance with the following stipulations:

1. Use only maintenance routes agreed to and repair all damage resulting from said use. Maintenance access routes are displayed on Page 2 of 2 of this exhibit.

2. The Holder shall: be responsible for prevention and control of soil erosion and gullying on land covered by the easement and the land adjacent thereto, resulting from operations and maintenance of granted use; maintain ditch or canal to prevent down-cutting and bank failure; remove all obstructions from the ditch or canal or diversion structure; re-vegetate or otherwise stabilize all ground where the soil has been exposed; be responsible for control of and spread of noxious weeds, as identified by the US Forest Service and the local County weed list. Work in natural channels, other than minor or emergency work immediately at the diversion structure, requires State and possibly Corp of Engineers advance approval.

3. The Holder shall inspect the facility prior to use each year and make necessary repairs. Work that is considered other than routine maintenance and/or minor repairs shall be discussed in advance with the Forest officer. All repairs shall be acceptable to and completed by the date agreed to by the Holder and the Forest officer.

4. The Holder will contact the Forest officer for approval before proceeding with work that is other than routine operations. Some of these situations are:
   a. Bringing in and using heavy equipment.
   b. Using other than approved maintenance routes for access.
   c. Motorized use in a closed area in an emergency situation.
   d. Removal of significant amounts of vegetation and silt and deposition of the same, if on National Forest System lands.
   e. Burning, application of seed mixtures, chemical application or other means of vegetation control measures.
   f. Reconstruction or re-routing of a portion of the ditch (the latter would also entail an easement or special use permit).

5. If any items of archaeological, paleontological, or historic value, including but not limited to historic or prehistoric artifacts, structures, monuments, human remains and funerary objects (grave goods), are discovered, the Holder shall immediately cease all activities which may disturb such items and notify the Forest Service. The Holder will notify the Forest Service and shall not resume activities until written approval is given by the authorized officer. Failure to comply with this stipulation may result in civil or criminal penalties under the Archaeological Resources Protection Act of 1979.

6. This O & M Plan will be reviewed annually by the Holders and may be amended by mutual agreement when signed and dated by the Holders and the District Ranger.

December 1, 1996

COPY

Michele O'Connell
Payette National Forest
McCall Ranger District
PO Box 1026, McCall, ID, 83638

Dear Ms. O'Connell:

Attached is the information requested in the August 26, 1996 letter from David F. Alexander:

The water system is used primarily for stock (horse & mule) watering. Occasionally it is used for domestic purposes at the cabin on our property.

The facilities were constructed in 1970 (see attached Notice of Claim to a Water Right No. A69-10299)

The water right was changed to the Jemmett Family Trust in 1993 (see attached letter from State of Idaho Department of Water Resources, February 1, 1993).

The stock water use and occasional domestic use is entirely on the Jemmett Family Trust lands. Transmission of the water is across National Forest land.

Location of the water transmission facilities are described in the Special-Use Permit No. 4075-01, the Notice of Claim To A Water Right Acquired Under State Law No. A69-10299, and Notice of Claim To A Water Right Acquired Under State Law No. A69-10411 (copies attached).

Also attached is a signed Special Use Application. Why is this needed when we hold a current Special-Use Permit No. 4075-01? A copy of our payment of fees for 1995 is attached.

Please accept the attached as our application for an easement. If you have any question please contact me at Box 26475 Iverson Rd., Caldwell, ID 83605, or phone 208-459-7326.

Thank you for your consideration.

for F. Grant Jemmett
Jemmett Family Trust

COPY

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A69-10299**
Date Received: 11/20/1990
Receipt No: W012873
Received By: _____

COPY
FOR YOUR FILES
DO NOT RETURN

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: JEMMETT FAMILY TRUST 208-459-7326
   Address: 26475 IVERSON ROAD
   CALDWELL ID 83605

2. Date of Priority: JUN 1, 1970

3. Source: SPRING Trib. to: DICK ROSS CREEK

4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County
18N	03W	23	NW	SW	NE		ADAMS

5. Description of diverting works:
   3" PIPE - 480 YDS LONG - FROM SPRING TO HOME.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.030		

7. Total Quantity Appropriated is:
   0.070 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC, 1 HOME; STOCKWATER, 100 HD.

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
18N	03W	14	SW	SE		DOMEST	
			SW	SE		STOCK	

COPY

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

COPY
FOR YOUR FILES
DO NOT RETURN

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

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 26, 2026

MONTE L RALLS
DESMARIE A RALLS
3123 COUNCIL CUPRUM RD
COUNCIL ID 83612-5016

Re: Change in Ownership for Water Right No(s): 69-10411

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 208-287-4978.

Sincerely,

Petula Lee
Technical Records Specialist 1

Enclosure(s)

COPY