



# BOUNDARY COUNTY CONDITIONAL USE PERMIT APPLICATION

FILE #: 26-0042

P.O. Box 419, Bonners Ferry, Idaho 83805  
Phone: (208) 267-7212

### APPLICATION REQUEST:

The applicant is requesting a conditional use permit to allow: Multiple Primary Houses

Use is conditionally allowed at Section(s) of Boundary County Land Use Ordinance: 15.9.5.3

### APPLICANT INFORMATION:

Applicant/Landowner: Anderson Family Trust c/o Richard E. Anderson

Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Site Address: 954 Pleasant Valley Loop Naples, Id Subdivision:

Phone: [REDACTED] Email: [REDACTED]

### REPRESENTATIVE INFORMATION:

Representative's name: Richard E. Anderson

Company name: N/A

Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

### ADDITIONAL APPLICANT/REPRESENTATIVE INFORMATION:

Name/Relationship to project: N/A

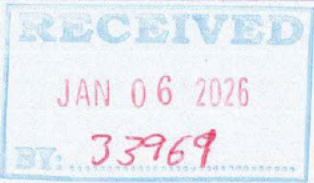
Mailing Address: N/A

City: N/A State: N/A Zip: N/A

Phone: N/A Email: N/A

### TO BE COMPLETED BY COUNTY:

Zone District: <b>Ag/Forestry</b>	Overlay Zones: <input type="checkbox"/> Airport <input type="checkbox"/> Flood	<input type="checkbox"/> Wetland <input checked="" type="checkbox"/> None	<input type="checkbox"/> Bonners Ferry ACI <input type="checkbox"/> Moyie Springs ACI	Received:
Floodplain: <b>Zone X</b>	Panel #: <b>1602070735B</b>	Development Permit #: <b>n/a</b>		Receipt #: <b>33969</b>



**PARCEL INFORMATION:**

Parcel #'s: RP61N01E300302 A	Parcel acreage: 38.820
Current Zoning: Dry Ag Land	Current Use: Dry Ag Land
Comprehensive plan designation:	
What zoning districts border the project site? Ag Forestry	
North: Ag Forestry	East: Ag Forestry
South: Tribal	West: Ag Forestry
What are the current adjacent land uses? Dry Ag Land	
North: Dry Ag Land	South: Dry Ag Land
East: Residential	West: Dry Ag Land
Within Area of City Impact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, which city?

**Please describe in detail all applicable uses/plans for subject property, including:**

Setbacks:	Front: 153'	Side 1: 1950'	Side 2: 359'	Rear: 397'
Size of buildings: See attachments				
Type of unit: Residential	# of units: 1			
Machinery to be located on site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Storage area on site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Expected start date: Now	Expected completion date: Now			
Expected # of employees daily: <del>n/a</del> 0	Expected # of customers/visitors daily: <del>n/a</del> 0			
Days and hours of operation: <del>n/a</del> 0	Traffic (vehicles per day): n/a			
Advertising sign, size, location: <del>n/a</del> none	Lighting plans: <del>n/a</del> none			
Water: <input type="checkbox"/> Well <input checked="" type="checkbox"/> Cabinet Mtn. _____ Water Assn.	Sewer: <input type="checkbox"/> Bonners Ferry <input checked="" type="checkbox"/> Septic <input type="checkbox"/> Community			
Proposed access and whether public or private: Paradise Valley Rd; Public				

**NARRATIVE STATEMENT: Use separate sheet if necessary.**

How does the proposed conditional use permit application meet at a minimum the following standards of Section 7.7 of Boundary County Land Use Code 9B18LOV2?

Confirm the application and site plan are sufficient to demonstrate the full scope of the proposed use.  
 Confirm the proposed use conforms with the applicable standards of the ordinance.

1. How is the use to be designed and operated so as to minimize adverse impacts on surrounding properties and uses?

Residential home

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2. How do the impacts of the proposed use compare with the impacts of the existing uses within the zone?

~~n/a~~ No

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3. How will applicant address concerns related to water and sewer services, traffic and access, electricity, fire protection, County Road & Bridge and other reviewing agencies?

See attachments

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4. What is the potential benefit to the community offered by the proposed use?

Residential home

5. How will concerns raised by the public be adequately addressed? (If no concerns have been raised at time of application, the landowner should address this section at the public hearing.)

none noted

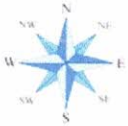
6. Will the proposed use constitute a public nuisance, impose undue adverse impacts to established surrounding land uses or infringe on the property rights of surrounding property owners? What mitigations could be offered to reduce potential impacts?

none noted

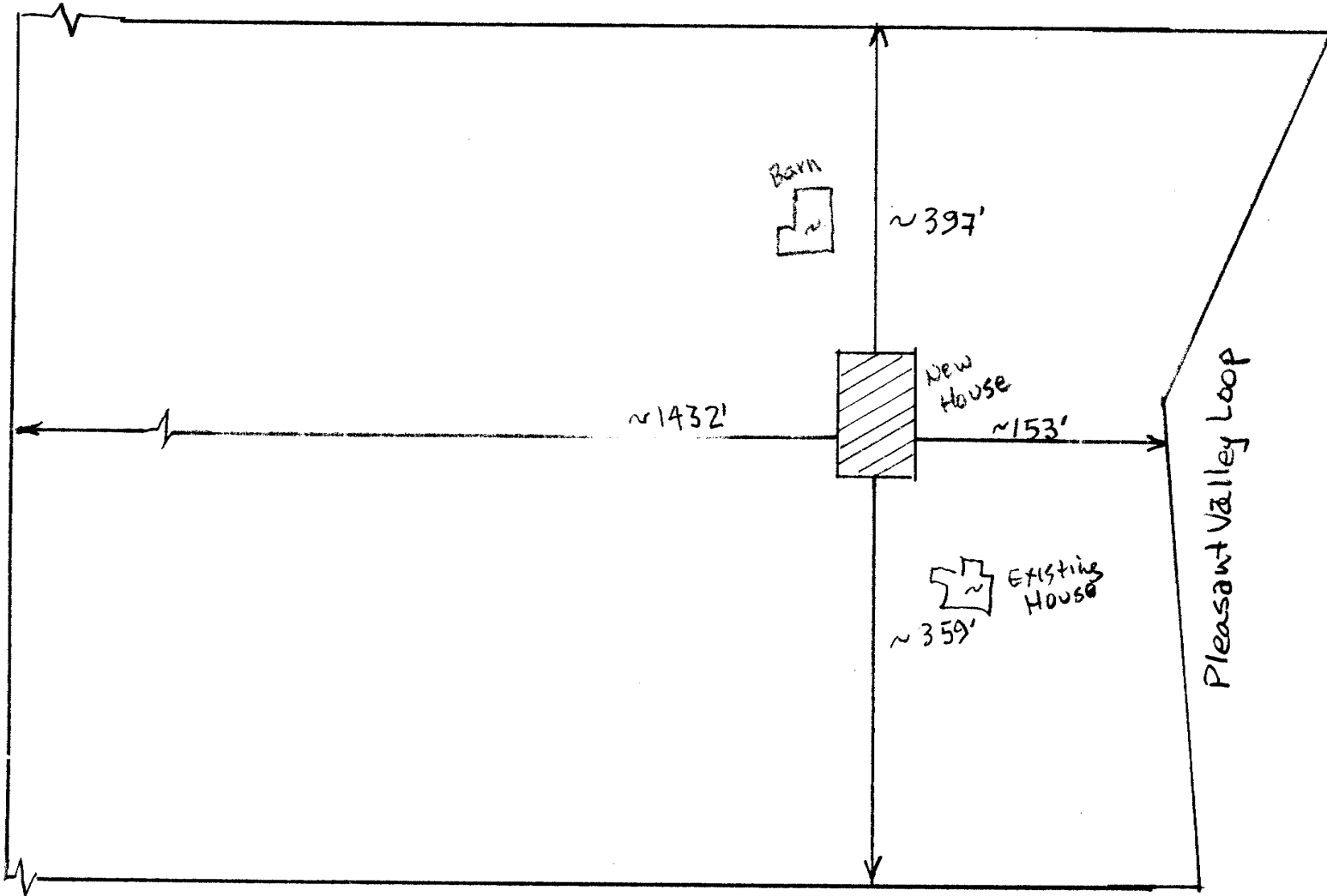
7. Does the proposed use place an unfair burden on Boundary County taxpayers with costs not offset by the potential benefits of the proposed use?

none

**SITE SKETCH** – Applicant may attach separate site plan. Plan shall include property boundaries, adjoining streets, parking areas, accesses, existing and proposed structures and dimensions, setbacks from all structures to property lines, proposed signs, lighting locations, outdoor storage, and other pertinent details to allow a thorough understanding of the project.



SITE SKETCH  
954 Pleasant Valley Loop  
Naples, ID



7 JAN 2026

**REQUIRED:**

APPLICATION CHECKLIST:			
COPY OF DEED:	<input checked="" type="checkbox"/> Attached	ACCESS & EASEMENT INFO:	<input checked="" type="checkbox"/> Attached
WATER WILL SERVE LETTER:	<input type="checkbox"/> N/A Attached	SEWER WILL SERVE LETTER:	<input type="checkbox"/> Attached
SITE PLAN:	<input checked="" type="checkbox"/> Attached	APPLICATION FEE:	<input checked="" type="checkbox"/> Included

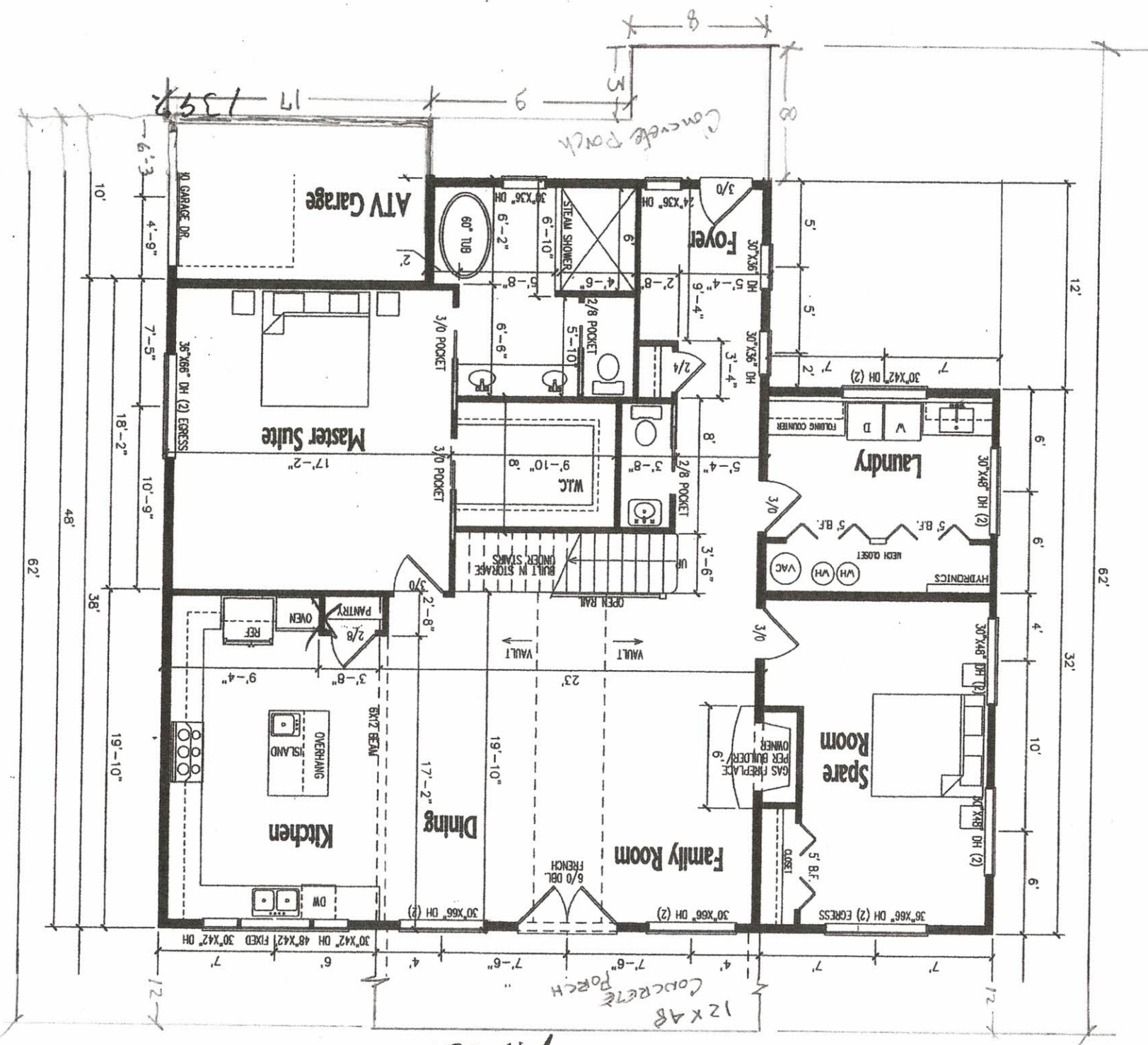
Submit with application fee to:  
Boundary County Planning & Zoning  
P.O. Box 419  
Bonners Ferry, ID 83805

I hereby certify that all the information, statements, attachments, and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to Boundary County employees and representatives, elected or appointed officials to enter upon the subject land to make examinations, post the property or review the premises relative to the processing of this application.

Landowner's signature: *Richard E. Anderson* Date: 2 JAN 2025

Landowner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Anderson



17-1352

12x48

Concrete Porch

FRENCH

30"x66" DH (2)

VAULT

VAULT

W.I.C.

5'-10"

6'-10"

6'-2"

6'-10"

9'

8'

17'

ATV Garage

Master Suite

Kitchen

Dining

Family Room

Spare Room

Laundry

Foyer

30"x42" DH 48"x42" FIXED 30"x42" DH

30"x66" DH (2)

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ANDERSON LIVING TRUST  
 ANDERSON, RICHARD E TRUSTEE  
 5082 ABBOTFORD CT  
 NEWARK, CA 94560

E2NW4NE4, TAX 8  
 SEC 30 T61N R1E

neighborhood Number  
 2200

neighborhood Name  
 Other Rural (res, ag, timber)

property Class  
 103 103- Non-irrigated agri land

AXING DISTRICT INFORMATION

Jurisdiction Name Boundary  
 Area 001  
 District 013000

Transfer of Ownership

Owner	Consideration	Transfer Date	Deed Type	Deed Book/Page
GRAPENSTETER, THOMAS & WENDY	354000	05/01/2014	WD	260754
HAAGE, GEORGE	348000	12/01/2007		235423

Valuation Record

ite Description  
 Topography

Public Utilities

Street or Road

Neighborhood

Zoning:

Legal Acres:  
 38.8200

Assessment Year	2019	2020	2021	2022	2023	2024	2025
Reason for Change	5Y Reval	5Y Reval	5Y Reval	5Y Reval	5Y Reval	5Y Reval	5Y Reval
Market Value	L 94900	116890	123790	159170	193850	198050	205130
	I 104260	124320	132350	232580	220570	212550	611590
	T 199160	241210	256140	391750	414420	410600	816720



Land Size

Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
TSBAMENITIES: TSBAMENITIES	PSW	0		
Homesite	A2	1.0000		
Dry Ag	MED	30.0000		
Other Rural Land		7.8200		
TSBAMENITIES: TSBAMENITIES	S	0		

Physical Characteristics

Style: older 1 1/2 story w/basement  
 Occupancy: Single family - Owner  
 Story Height: 1.5  
 Finished Area: 1848  
 Attic: Finished  
 Basement: Full

ROOFING

Material: Aluminum sheet  
 Type: Gable  
 Framing: Std for class  
 Pitch: Not available

FLOORING

Sub and joists 1.0, A  
 Base Allowance B, 1.0, A

EXTERIOR COVER

Asbestos siding 1.0, A

INTERIOR FINISH

Drywall 1.0  
 Fiberboard A

ACCOMMODATION

Finished Rooms 8  
 Bedrooms 3  
 Formal Dining Rooms 1

HEATING AND AIR CONDITIONING

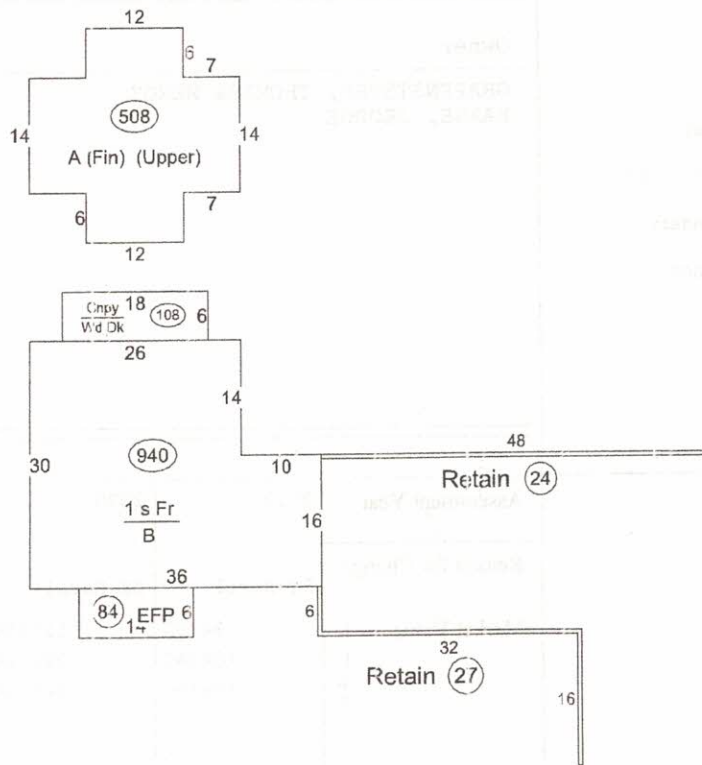
Primary Heat: Electric baseboard  
 Lower Full Part  
 /Bsmt 1 Upper Upper  
 No heat-wo 0 740 0 0  
 Electric ba 0 200 0 508

PLUMBING

	#	TF
3 Fixt. Batht	1	3
Kit Sink	1	1
Water Heat	1	1
TOTAL		5

REMODELING AND MODERNIZATION

Amount	Date



Special Features

Description

D : 2s Steel Flue, Wood stove

Summary of Improvements

ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
D	DWELL	0.00	1	Fair	1948	1948	AV	2388
01	RETAIN	8.00		Avg	2008	2008	AV	1x 4E
02	RETAIN	8.00		Avg	2008	2008	AV	1x 6E

Transfer of Ownership

Valuation Record

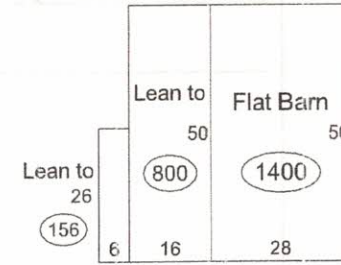
Assessment Year								
Reason for Change								
Market Value	L							
	I							
	T							



Land Size

Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor

Physical Characteristics



Special Features

Description

02 : One side open

Summary of Improvements

ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
01	FLATBARN	10.00	1	Avg	1947	1947	AV	28x 50
02	LEANTO	10.00	0	Avg	1947	1947	AV	16x 50
03	LEANTO	10.00	0	Avg	1947	1947	AV	6x 28



Transfer of Ownership

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Valuation Record

Assessment Year								
Reason for Change								
Market Value	L							
	I							
	T							



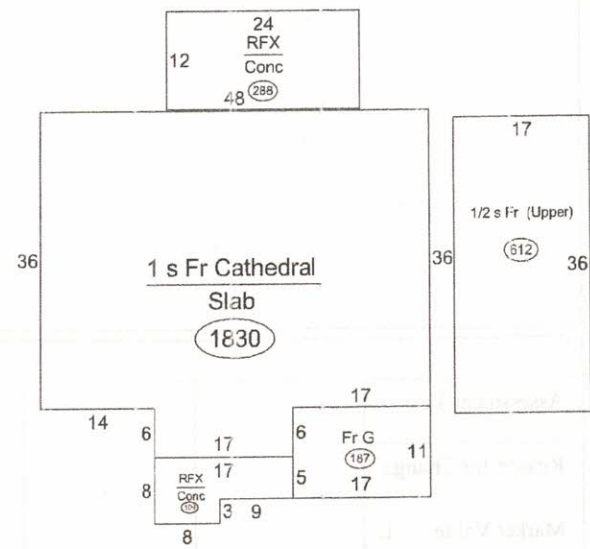
Land Size

Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor

Physical Characteristics

style: newer 1 story  
 occupancy: Single family  
 story Height: 1.00  
 finished Area: 2442  
 attic: None  
 basement: None  
 ROOFING  
 material: Comp sh to 235#  
 type: Gable  
 framing: Std for class  
 pitch: Not available  
 FLOORING  
 sub and joists 1.5  
 carpet or equal 1.0, 1.5  
 EXTERIOR COVER  
 wood siding 1.0, 1.5  
 INTERIOR FINISH

ACCOMMODATION  
 Finished Rooms 5  
 Bedrooms 3  
 HEATING AND AIR CONDITIONING  
 Primary Heat: Forced hot air-gas  
 Lower Full Part  
 /Bsmt 1 Upper Upper  
 Air Cond 0 1830 0 612  
 PLUMBING  
 # TF  
 3 Fixt. Baths 1 3  
 2 Fixt. Baths 2 4  
 Kit Sink 1 1  
 Water Heat 1 1  
 TOTAL 9  
 REMODELING AND MODERNIZATION  
 Amount Date



Special Features

Description  
 G01: Automatic Garage Door Opener,  
 Concrete floor

Summary of Improvements

ID	USE	Story Height	Const Type	Grade	Year Cons	Eff Year	Cond	Size or Area
D	DWELL	0.00		Avg	2022	2022	AV	2442
G01	ATTGAR	0.00	1	Avg	2022	2022	AV	11x 17



260755

(0422385245)

Return To: Wells Fargo Bank, N.A.  
FINAL DOCS N0012-01B  
6200 PARK AVE  
DES MOINES, IA 50321

Prepared By: ANNETTE L CARROLL  
9780 S MERIDIAN BLVD  
2ND FL  
ENGLEWOOD, CO 80112-5910

21815

STATE OF IDAHO }  
County of Boundary } SS.

Filed by: Condominium Title  
on 5-15-14 at 2:10  
Glenda Poston  
County Recorder Cusick  
By Deputy  
Fees \$ 52.00 chg  
Mail to: CF

## Deed of Trust

**Definitions.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 9, 2014, together with all Riders to this document.
- (B) "Borrower" is Richard E Anderson and Judith A Anderson, husband and wife. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Pioneer Title Company.
- (E) "Note" means the promissory note signed by Borrower and dated May 9, 2014. The Note states that Borrower owes Lender two hundred eighty seven thousand two hundred and 00/100 Dollars (U.S. \$287,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2044.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> I-4 Family Rider             |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify]           |





- (I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "*Escrow Items*" means those items that are described in Section 3.
- (M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Boundary [Name of Recording Jurisdiction] Please see attached schedule A for legal description.

Parcel ID Number: 61N01E300302 A which currently has the address of 954 Pleasant Valley LOOP [Street] Naples [City], Idaho 83847 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:



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

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

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

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

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

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



Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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



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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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



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all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



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**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress



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payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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

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

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

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

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

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



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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that



the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

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

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



*Handwritten initials/signature*

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

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

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

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

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

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

Borrower

Richard E Anderson 13 MAY 2014  
Date  
Seal

Judith A Anderson May 13, 2014  
Date  
Seal



260755

Acknowledgment

State of ~~Idaho~~ California

County of ALAMEDA

On 5/13/2014 before me REGINALD DE LARA, a Notary Public in and for said County and State, personally appeared

RICHARD E. ANDERSON, JUDITH A. ANDERSON

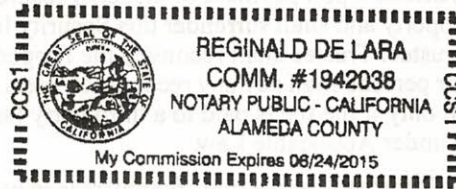
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he, she or they executed the same.

Notary Public  
My commission expires:

5/24/2015

Residing at

HAYWARD, CA



Loan Origination Organization: Wells Fargo Bank N.A.

NMLSR ID: 399801

Loan Originator: PENNY K KYLLO

NMLSR ID: 402120



**EXHIBIT "A"****Parcel I**

A parcel of land located in a portion of the North Half of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of Section 30; thence, South  $00^{\circ}35'10''$  East along the East line of the Northeast Quarter a distance of 450.01 feet; thence, South  $89^{\circ}50'23''$  West parallel with the North Line of the Northeast Quarter a distance of 216.29 feet to a point on the Westerly right of way of County Road #20, said point being the TRUE POINT OF BEGINNING;

Thence, continuing South  $89^{\circ}50'23''$  West a distance of 1107.65 feet to an intersection with the West line of the East Half of said North Half of the Northeast Quarter of Section 30; thence, South  $00^{\circ}26'09''$  East along said West line a distance of 880.63 feet to the South line of said North Half of the Northeast Quarter of Section 30; thence, North  $89^{\circ}31'59''$  East along said South line a distance of 883.68 feet to a point on said Westerly right of way of County Road #20; thence, along said Westerly right of way the following four courses;

North  $03^{\circ}26'38''$  West, 235.60 feet;

548.32 feet along a curve to the right with a radius of 787.67 feet (the chord of which bears North  $16^{\circ}29'55''$  East, 537.32 feet);

North  $36^{\circ}26'29''$  East, 15.35 feet;

133.63 feet along a curve to the left with a radius of 775.00 feet (the chord of which bears North  $31^{\circ}30'06''$  East, 113.46 feet to the TRUE POINT OF BEGINNING.

**Parcel II**

The East Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

# Second Home Rider

260755

THIS SECOND HOME RIDER is made this 9th day of May, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*") of the same date given by the undersigned (the "*Borrower*" whether there are one or more persons undersigned) to secure Borrower's Note to Wells Fargo Bank, N.A. (the "*Lender*") of the same date and covering the Property described in the Security Instrument (the "*Property*"), which is located at:

954 Pleasant Valley LOOP, Naples, ID 83847

[Property Address]


In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:


**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

**Borrower**

  
Richard E Anderson  
13 MAY 2014  
Date  
Seal

  
Judith A Anderson  
May 13, 2014  
Date  
Seal





P.O. Box 1902, 6607 Main St., Bonners Ferry, ID 83805  
(866) 996-6500 Fax: (208) 267-6076

Wells Fargo Bank, N.A.  
Final Docs N0012-01B  
6200 Park Ave.  
Des Moines, IA 50321

RE: Escrow No.: 21815-JF  
Seller: Thomas E. Grapensteter and Wendy L. Grapensteter  
Buyer/Borrower: Richard E. Anderson  
Lender: Wells Fargo Bank, N.A.  
Property Address: 954 Pleasant Valley Loop, Naples, ID 83847

In connection with the transaction recently handled for you by our company, we are pleased to enclose your **ORIGINAL final title policy and/or endorsements along with your ORIGINAL recorded document: Deed of Trust, Instrument No.: 260755.** If you have any title questions, please call Carolyn Carlson and refer to the above order number. If you have any **billing questions**, please contact our **accounting department at (208) 267-6500.**

We appreciate your business and looking forward to serving you again.

Sincerely,  
Community Title, LLC

A handwritten signature in black ink, appearing to read "Carolyn Carlson", is written over the typed name.

Carolyn Carlson

Enclosure(s)

ACCOMMODATION RECORDING

Community title LLC has not examined this document and assumes no liability for content or effects on title

279918

WARRANTY DEED

FOR VALUE RECEIVED

Richard E. Anderson and Judith A. Anderson, husband and wife as community property with right of survivorship

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

Richard E. Anderson and Judith A. Anderson, Trustees of the Richard and Judith Anderson Living Trust dated June 19, 2013 and any amendments thereto

whose current address is 508 Abbotford Ct, Newark, CA 94560,

the grantee, the following described premises, in Boundary County, Idaho, TO WIT:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 2019

[Signature of Richard E. Anderson]

Richard E. Anderson

[Signature of Judith A. Anderson]

Judith A. Anderson

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

State of California  
County of Alameda

On this 15th day of November, 2019 before me, a Notary Public in and for said county and state, personally appeared Richard E. Anderson and Judith A. Anderson, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

[Signature of Notary]  
Notary Public for the State of California  
Residing at: Fremont  
Comm. Exp: 07/30/23

HIMANSHU PATEL  
COMM. # 2296120  
NOTARY PUBLIC - CALIFORNIA  
ALAMEDA COUNTY  
My Commission Expires  
July 30, 2023

279918

Escrow No. 21815-JF

**EXHIBIT "A"**  
**Legal Description**

The land referred to in this document is situated in the State of **Idaho**, County of **Boundary**, and is described as follows:

**Parcel I**

A parcel of land located in a portion of the North Half of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of Section 30; thence, South 00°35'10" East along the East line of the Northeast Quarter a distance of 450.01 feet; thence, South 89°50'23" West parallel with the North Line of the Northeast Quarter a distance of 216.29 feet to a point on the Westerly right of way of County Road #20, said point being the TRUE POINT OF BEGINNING;

Thence, continuing South 89°50'23" West a distance of 1107.65 feet to an intersection with the West line of the East Half of said North Half of the Northeast Quarter of Section 30; thence, South 00°26'09" East along said West line a distance of 880.63 feet to the South line of said North Half of the Northeast Quarter of Section 30; thence, North 89°31'59" East along said South line a distance of 883.68 feet to a point on said Westerly right of way of County Road #20; thence, along said Westerly right of way the following four courses;

North 03°26'38" West, 235.60 feet;

548.32 feet along a curve to the right with a radius of 787.67 feet (the chord of which bears North 16°29'55" East, 537.32 feet);

North 36°26'29" East, 15.35 feet;

133.63 feet along a curve to the left with a radius of 775.00 feet (the chord of which bears North 31°30'06" East, 113.46 feet to the TRUE POINT OF BEGINNING.

**Parcel II**

The East Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

STATE OF IDAHO }  
County of Boundary } SS.  
Filed by: Community title  
on 11-21-19 at 11:47  
Glenda Poston  
County Recorder C. Granger  
By Deputy  
Fee \$ 15.00  
Mail to CT

# RECORD OF SURVEY

IN THE N1/2 OF THE NE 1/4  
OF SECTION 30,  
TOWNSHIP 61 NORTH, RANGE 1 EAST,  
OF THE BOISE MERIDIAN,  
BOUNDARY COUNTY, IDAHO

FOR

LINDA RIVKIN

### LEGEND

- FD -ALUM MON PLS 882 OR AS NOTED
- SET-REBAR (5/8"X30")/PLASTIC CAP PLS 6050
- COMPUTED POINT-NOT SET

### BASIS OF BEARING

RECORD OF SURVEY BY PLS 882, BK 1 OF  
SURVEYS, PG 104, (CN1/16-1/4 19/30)

### NOTE

The discrepancies between this plat and  
Record of Survey, Bk 1 page 104 are due  
primarily to the relocation of the  
northeast corner of the section by PLS 882  
after the survey was recorded. A small  
discrepancy was found at the N 1/16 of  
Sections 30/29. The computed position for  
the 1/16 corner was used for the legal  
description.

SCALE IN FEET



SCALE 1"=100'

<b>J. R. S. SURVEYING, INC.</b>	
P O BOX 1415 - 1500 S MAIN BONNERS FERRY, IDAHO 83805	
208-267-7555	
BOUNDARY SURVEY	
FILE: LINDA RIVKIN	
10/1/00	
	SHEET 1 OF 1
REC. BY: TRULY, RAL. D.H.	JOB #100-00

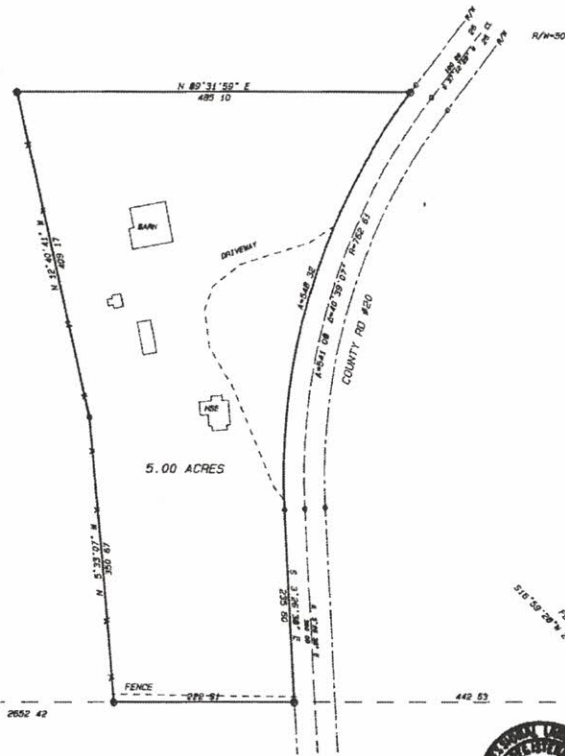
19 20  
30 29  
FD 102/10 PLS 882  
SET PM WITNESS TESTIMONY

N1/2 NE1/4

### LEGAL DESCRIPTION

A tract of land in the North Half of the Northeast Quarter (N1/2 NE1/4) of Section Thirty (30), Township Sixty-one (61) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at a point at the intersection of the westerly right of way of County Road #20 and the south line of the north half of the northeast quarter of Section 30 that is S85°31'59"W 442.53 feet along said south line from the computed southeast corner of said north half, thence continuing along said south line S89°31'59"W 229.91 feet, thence leaving said south line N05°33'07"W 350.67 feet, thence N12°40'41"W 409.17 feet, thence parallel to said south line N89°31'59"E 485.10 feet to a point on the westerly right of way of County Road #20, thence along said right of way on a curve to the left with a central angle of 39°53'16", a radius of 787.61 feet and a length of 548.32 feet (chord=S16°30'00"W 537.31 feet), thence continuing along said right of way S03°26'38"E 235.60 feet to the TRUE POINT OF BEGINNING, encompassing an area of 5.00 acres



19 30  
N 89°50'23" E  
2645.52

N 89°17'10" W  
1337.79

CN 1/16

COUNTY RECORDER

160921

This Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, at the request of J. R. S. Surveying, Inc. this 27<sup>th</sup> day of March, 1999 at 10:58 A.M. and duly recorded in Book 2 of Surveys, Page 164 as Instrument No.

*C. J. Hunter*

County Recorder

### SURVEYOR'S CERTIFICATION

I, Steven R. Mayer, Idaho Land Surveyor No. 6050 do hereby certify that the plat hereon is a true and correct representation of a survey made by me or under my supervision, in conformance with the laws of Idaho (Idaho Code 31-2709, 1973) and accepted methods and procedures of surveying.



AFTER RECORDING MAIL TO:  
THE GRANTEE



INSTRUMENT NO. 00030120

206074

WARRANTY DEED

For Value Received LINDA H. RICHARDSON, A Married Woman as her sole and separate property, the grantor(s), do(es) hereby grant, bargain, sell and convey unto THOMAS E. GRAPENSTETER and RENE F. GRAPENSTETER, Husband and Wife, the grantee(s) whose current address is HC01 BOX 285, NAPLES, IDAHO 83847, the following described premises, in Boundary County Idaho, to wit:

The East Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

SUBJECT TO a thirty (30) foot wide easement for ingress, egress and utilities as shown on the survey recorded as Instrument No. 198894, records of Boundary County, Idaho, for the benefit of the West Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except those matters shown on the Exceptions Exhibit attached hereto and made a part hereof, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: MAY 14<sup>th</sup> 2002

Linda H. Richardson  
LINDA H. RICHARDSON

STATE OF IDAHO

COUNTY OF Banner

} SS

On this 14<sup>th</sup> day of MAY, 2002, before me, the undersigned, a Notary Public in and for the said State, personally appeared LINDA H. RICHARDSON known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

Lisa D. Mink  
Notary Public in and for said County and State

Residing at: Sagle  
Commission Exp.: 2/20/05

RECORDING DATA:

STATE OF IDAHO } SS  
County of Boundary }  
Filed for record at the request of Boundary Abstract  
on 5-15-02 at 2:30  
Diane M. Cartwright }  
County Recorder } C. Petersen  
By Deputy }  
Fee \$ 60.00 chg } B.A.  
Mail to \_\_\_\_\_ }

206074

EXCEPTIONS EXHIBIT

SUBJECT TO:

GENERAL TAXES FOR THE YEAR 2002.

RIGHT OF WAY OF SPOKANE INTERNATIONAL RAILWAY.

RIGHT OF WAY FOR PUBLIC ROADS EXISTING ON JULY 19, 1902, AS RESERVED IN DEED FROM NORTHERN PACIFIC RAILWAY CO. TO DAVID T. HORN, RECORDED AT BOOK 6 OF DEEDS, PAGE 286, RECORDS OF BOUNDARY COUNTY, IDAHO.

RIGHT OF WAY FOR PUBLIC ROAD, AS GRANTED BY C.F. NYSTROM AND WIFE TO BOUNDARY COUNTY, BY DEED RECORDED AT BOOK 22 OF DEEDS, PAGE 165, RECORDS OF BOUNDARY COUNTY, IDAHO.

MINERAL LEASE TO EXPLORE FOR AND REMOVE MINERALS GRANTED BY C.F. NYSTROM AND WIFE TO HENRY J. RATZ, BY LEASE RECORDED AT BOOK 1 OF LEASES, PAGE 294, RECORD OF BOUNDARY COUNTY, IDAHO.

RIGHT OF WAY EASEMENT FOR TWENTY MILE CREEK WATER ASSOCIATION, RECORDED IN BOOK 9 OF MISCELLANEOUS, PAGE 437, INSTRUMENT NO. 98435, RECORDS OF BOUNDARY COUNTY, IDAHO.

RIGHT OF WAY EASEMENT FOR NORTHERN LIGHTS, INC., RECORDED IN BOOK 24 OF INSTRUMENTS, PAGE 560, INSTRUMENT NO. 122578, RECORDS OF BOUNDARY COUNTY, IDAHO.

JAR

# RECORD OF SURVEY FOR MIKE RICHARDSON

LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 61 NORTH, RANGE 1 EAST,  
BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO



SCALE 1" = 200'  
TRUE NORTH



### LEGEND

- SET 5/8" DIA. X 30" LONG REBAR WITH YELLOW PLASTIC CAP MARKED 'PLS 7879'
- MONUMENTATION AS NOTED
- CALCULATED POINT - NOT SET
- REFERENCED POINT AS SHOWN HEREON
- FOUND 5/8" DIA. REBAR WITH YELLOW PLASTIC CAP MARKED 'PLS 6050' FROM RDS INST. NO. 160921



198894

### SURVEYOR'S CERTIFICATE

I, DAN I. PROVOLT, IDAHO LAND SURVEYOR NO. 7879, DO HEREBY CERTIFY THAT THE PLAT HEREOF IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE LAWS OF THE STATE OF IDAHO (IDAHO CODE 31-2709.1973) AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.

RECORDER'S CERTIFICATE Book 4 of Surveys, Page 164  
FILED THIS 07th DAY OF August, 2000  
AT THE REQUEST OF Northwest Traverse INSTRUMENT NO. 198894  
COUNTY RECORDER *A. Madden* DEPUTY

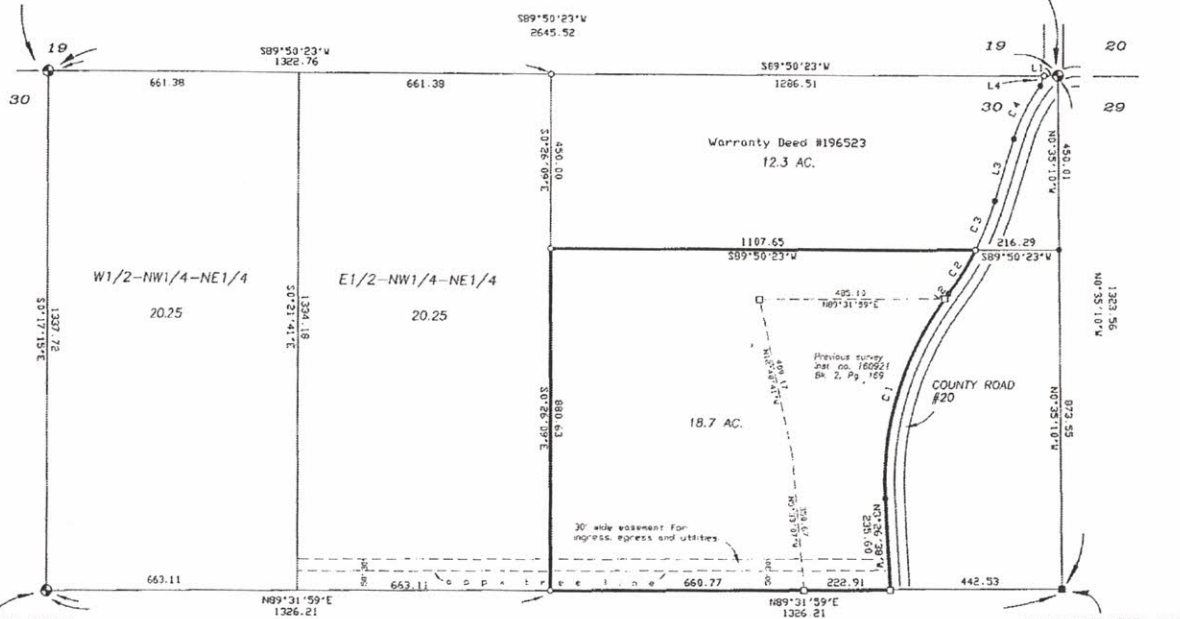
NOTE:  
THIS DRAWING DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OF RECORD, PRESCRIPTIVE EASEMENTS, OR PHYSICAL FEATURES OF THE PROPERTY. I MAKE NO INVESTIGATION AS TO THE LEGAL OWNERSHIP OF THE PROPERTY.

**NW**  
**NORTHWEST TRAVERSE**  
P.O. BOX 580 PONDERAY, ID. 83052  
(LITTLE FLUME CREEK, SHADY)  
(208) 285-5510 PH. & FAX

Date 5/15/00  
Checked by DP JOB # 314 SHEET 1 OF 1

1/4 CORNER  
FOUND 3 1/4" DIA. ALUMINUM CAP  
BY RLS 882  
CP&F ON FILE - FILING DATE 12/10 1980

SECTION CORNER  
FOUND BRASS CAP  
MARKED PLS 882  
CP&F ON FILE INST. NO. 189961  
BOOK 122, PAGE 142  
RECORDS OF BOUNDARY CO.



CENTER NORTH 1/16 CORNER  
FOUND 3 1/4" DIA. ALUMINUM CAP  
BY RLS 882  
CP&F ON FILE - FILING DATE 12/10/80

REFERENCED NORTH 1/16  
CORNER FROM RDS INST.  
NO. 160921

RDS INST NO 134920  
BK. 1, PG. 104

BASIS OF BEARING  
THE BEARINGS AS SHOWN HEREON ARE BASED UPON RECORD OF SURVEY  
INST. NO. 160921, BOOK 2 OF SURVEYS, PAGE 169, RECORDS OF BOUNDARY  
COUNTY, IDAHO.

NOTE:  
THE FOUND BEARINGS AND DISTANCES WERE FOUND TO BE WITHIN CLOSE  
TOLERANCE OF RECORD (RDS INST. NO. 160921). ALL RECORD BEARINGS  
AND DISTANCES WERE HELD AS SHOWN HEREON.

LINE ANNOTATION TABLE		
LINE	DISTANCE	BEARING
L1	36.24	S89°50'04"W
L2	15.35	N36°26'29"E
L3	168.15	N16°28'11"E
L4	27.04	N20°20'00"E

R/W CURVE ANNOTATION			
CURVE	DELTA	RADIUS	CHORD
C1	39°53'07"	787.67	548.32
C2	9°52'45"	775.00	123.63
C3	10°05'33"	775.00	136.52
C4	20°02'34"	440.00	153.92
C5	59°32'31"	123.00	119.23



STATE OF IDAHO, )  
County of Boundary, ) ss.

Filed for record at the request of Boundary County on the 14th day of May 1941, at 9:22 o'clock A. M., and recorded in Book 22 of Deeds on page 165.

DOLLIE BRUCE, County Recorder.  
By Frances M. Read, Deputy.

COMPARED

3 6 7 0 5

RIGHT OF WAY DEED

THIS INDENTURE, Made the 5th day of February, 1941, between Otto Peterson-Tillie Peterson of Bonners Ferry, County of Boundary, State of Idaho, parties of the first part, and the County of Boundary, State of Idaho, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto the said party of the second part, and to its successors and assigns, the following described piece or parcel of land, situated in the County of Boundary, State of Idaho, to-wit:

A strip of land 25 ft. wide on the East side of the sec. line and parallel to the sec. line common to sec. 29 and 30, extending South about 300 ft. from the corner common to sec. 29, 30 and sec. 19 and 20., also a strip of land 25 ft. wide on the South side of and parallel thereto the se. line common to sec. 20 and 29, 61-1E and extending from the cor. common to sec. 29, 30 and 19 and 20, Easterly about 2300 ft. to a draw. of Section 29 in Township 61 North, Range 1E B.M.

TO HAVE AND TO HOLD all and singular the said strip of land unto the said County of Boundary, its successors and assigns, for the purpose of a public highway forever.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year above written.

Otto Peterson (SEAL)  
Tillie Peterson (SEAL)

STATE OF IDAHO, )  
County of Boundary, ) ss.

On this 5th day of February in the year 1941, before me H. M. Macnamara a Notary Public in and for said County and State, personally appeared Otto Peterson-Tillie Peterson known to me to be the persons whose names have subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Notarial Seal)

H. M. Macnamara  
Notary Public for the State of Idaho  
Residing at Bonners Ferry, Idaho  
My Commission Expires Oct. 26, 1943.

STATE OF IDAHO, )  
County of Boundary, ) ss.

Filed for record at the request of Boundary County on the 14th day of May 1941, at 9:23 o'clock A. M., and recorded in Book 22 of Deeds on page 166.

DOLLIE BRUCE, County Recorder.  
By Frances M. Read, Deputy.

# RIGHT-OF-WAY EASEMENT

NORTHERN LIGHTS, INC. • P. O. BOX 310 • SANDPOINT, IDAHO

KNOW ALL MEN BY THESE PRESENTS, That James W. Nystrom and Barbara A. Nystrom

Husband and Wife the grantor for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, Northern Lights, Inc., a corporation, and to its successors and assigns, the right, privilege and authority to enter upon the lands of the grantor, situated in the County of Boundary, State of Idaho and more particularly described as follows:

The North 1/2 of the Northeast 1/4 of Sec. 30, Twp. 61 North, Range 1 East, B.M., Boundary County Idaho

and to place, construct, operate, repair, maintain, relocate, and replace thereon and in or upon all streets, roads, or highways abutting said lands, an electric transmission and distribution line or system, including the right to cut and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling, and the right to permit the installation of communication and other circuits on the poles of said electric transmission and distribution system.

The Grantor covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following named persons:

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof.

IN WITNESS WHEREOF, The Grantor have set their hands and seals this 13 day of Sept, 1976.

James W. Nystrom (Seal)

Barbara A. Nystrom (Seal)

STATE OF Idaho  
COUNTY OF Boundary

ss.

I, W. E. Slawson Notary Public in and for the State of Idaho residing at 200 W. 7th St. Sandpoint, Idaho do hereby certify that on this 13 day of Sept, 1976, personally appeared before me

James W. Nystrom and Barbara A. Nystrom

known to me to be the individuals described in and who executed the within instrument as their free act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13 day of Sept, 1976.

W. E. Slawson  
Notary Public in and for the State of Idaho  
Residing at 200 W. 7th St. Sandpoint, Idaho  
My commission expires 1-27-80

122578

Northern Lights, Inc.  
27 OCT 76 9:48  
A 24  
Instruments 560

B. Douglas

200

✓  
✓





AFTER RECORDING, MAIL TO GRANTEE.  
FATCO #20073/Boundary County #6844

### WARRANTY DEED

For Value Received,

MICHAEL RICHARDSON and LINDA H. RICHARDSON, husband and wife,

the grantors, do hereby grant, bargain, sell, and convey unto

THOMAS E. GRAPENSTETER and RENE F. GRAPENSTETER, husband and wife,

the grantees, whose current address is:

8567 Vinup Road, Lynden, WA, 98264

the following described premises, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: 2000 General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and Assessments of the Paradise Valley Water Association, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that they will warrant and defend the same from all claims whatsoever.

Dated: June 8, 2000

Michael Richardson  
MICHAEL RICHARDSON

Linda H. Richardson  
LINDA H. RICHARDSON

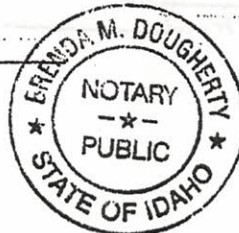
STATE OF IDAHO )

: ss

COUNTY OF BONNER )

On This 8th day of June in the year 2000, before me, a Notary Public in and for said State, personally appeared MICHAEL RICHARDSON and LINDA H. RICHARDSON, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

Dorinda M. Dougherty  
Notary Public  
Residing at Empire ID  
Commission Expires 1/26/04





## EXHIBIT "A"

A parcel of land located in a portion of the North Half of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter of Section 30; thence  $S00^{\circ}35'10''E$  along the East line of the Northeast Quarter a distance of 450.01 feet; thence  $S89^{\circ}50'23''W$  parallel with the North Line of the Northeast Quarter a distance of 216.29 feet to a point on the westerly right of way of County Road #20, said point being the TRUE POINT OF BEGINNING;

Thence continuing  $S89^{\circ}50'23''W$  a distance of 1107.65 feet to an intersection with the west line of the East Half of said North Half of the Northeast Quarter of Section 30; thence  $S00^{\circ}26'09''E$  along said west line a distance of 880.63 feet to the south line of said North Half of the Northeast Quarter of Section 30; thence  $N89^{\circ}31'59''E$  along said south line a distance of 883.68 feet to a point on said westerly right of way of County Road #20; thence along said westerly right of way the following 4 courses;

- 1)  $N03^{\circ}26'38''W$ , 235.60 feet;
- 2) 548.32 feet along a curve to the right with a radius of 787.67 feet (the chord of which bears  $N16^{\circ}29'55''E$ , 537.32 feet);
- 3)  $N36^{\circ}26'29''E$ , 15.35 feet;
- 4) 133.63 feet along a curve to the left with a radius of 775.00 feet (the chord of which bears  $N31^{\circ}30'06''E$ , 133.46 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities being more particularly described as follows;

Commencing at the Northeast corner of said Northeast Quarter of Section 30; thence  $S00^{\circ}35'10''E$  along the East line of the Northeast Quarter a distance of 1,323.56 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter; thence  $S89^{\circ}31'59''W$  along the South line of said Northeast Quarter of the Northeast Quarter a distance of 442.53 feet to an intersection with the Westerly right of way of County Road No. 20; thence,  $N03^{\circ}26'38''W$  along said right of way a distance of 50.07 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE  $S89^{\circ}31'59''W$ , a distance of 1,544.09 feet to the East line of the West Half of the Northwest Quarter of the Northeast Quarter of Section 30; thence,  $N00^{\circ}21'41''W$  along said West line a distance of 30.00 feet; thence  $N89^{\circ}31'59''E$  a distance of 1,542.48 feet to an intersection with said Westerly right of way of County Road No. 20; thence  $S03^{\circ}26'38''E$  along the right of way a distance of 30.04 feet to the TRUE POINT OF BEGINNING.

# RECORD OF SURVEY FOR MIKE RICHARDSON

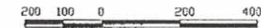
LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 61 NORTH, RANGE 1 EAST,  
BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO

1/4 CORNER  
FOUND 3 1/4" DIA. ALUMINUM CAP  
BY RLS 882  
CP&F ON FILE - FILING DATE 12/10 1980

SECTION CORNER  
FOUND BRASS CAP  
MARKED PLS 882  
CP&F ON FILE INST. NO. 189961  
BOOK 122, PAGE 142  
RECORDS OF BOUNDARY CO.



SCALE 1" = 200'  
TRUE NORTH



### LEGEND

- SET 5/8" DIA. X 30" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 7879"
- MONUMENTATION AS NOTED
- CALCULATED POINT - NOT SET
- REFERENCED POINT AS SHOWN HEREON
- FOUND 5/8" DIA. REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6050" FROM RDS INST. NO. 160921



198894

### SURVEYOR'S CERTIFICATE

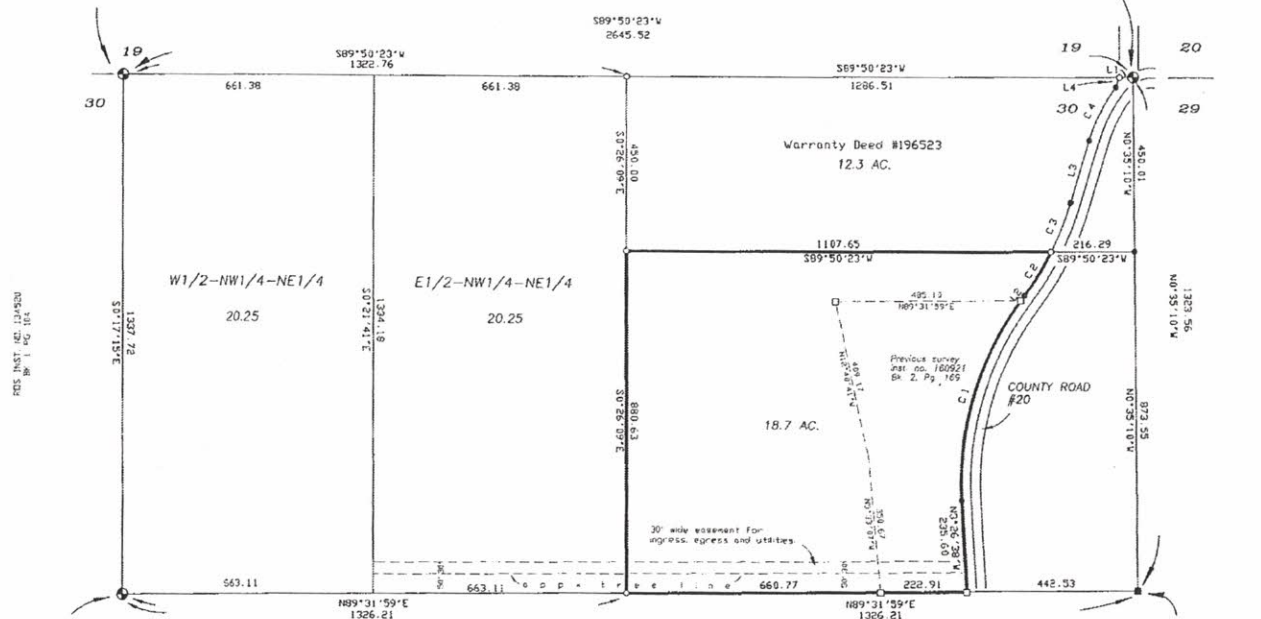
I, DAN I. PROVOLT, IDAHO LAND SURVEYOR NO. 7879, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE LAWS OF THE STATE OF IDAHO (IDAHO CODE 31-2709, 1973) AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.

RECORDER'S CERTIFICATE *Book 4 of Surveys, Page 164*  
FILED THIS *9<sup>th</sup>* DAY OF *August*, 19*2000*  
AT THE REQUEST OF *Northwest Traverse* INSTRUMENT NO. *198894*  
COUNTY RECORDER *D. M. Menden* DEPUTY

NOTE:  
THIS DRAWING DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OF RECORD, PRESCRIPTIVE EASEMENTS, OR PHYSICAL FEATURES OF THE PROPERTY. I MAKE NO INVESTIGATION AS TO THE LEGAL OWNERSHIP OF THE PROPERTY.

**NW**  
**NORTHWEST TRAVERSE**  
PO BOX 560 FONDERRAT, ID. 83852  
(LITTLE FLUME CREEK, SHOP)  
(208) 285-5510 PH. & FAX

Checked by DP Date 5/15/00  
JOB # 914 SHEET 1 OF 1



CENTER NORTH 1/16 CORNER  
FOUND 3 1/4" DIA. ALUMINUM CAP  
BY RLS 882  
CP&F ON FILE - FILING DATE 12/10/80

REFERENCED NORTH 1/16  
CORNER FROM RDS INST.  
NO. 160921

RDS INST NO 134920  
BK. 1 PG. 104

BASIS OF BEARING  
THE BEARINGS AS SHOWN HEREON ARE BASED UPON RECORD OF SURVEY  
INST. NO. 160921, BOOK 2 OF SURVEYS, PAGE 169, RECORDS OF BOUNDARY  
COUNTY, IDAHO.

NOTE:  
THE FOUND BEARINGS AND DISTANCES WERE FOUND TO BE WITHIN CLOSE  
TOLERANCE OF RECORD (RDS INST. NO. 160921). ALL RECORD BEARINGS  
AND DISTANCES WERE HELD AS SHOWN HEREON.

LINE ANNOTATION TABLE		
LINE	DISTANCE	BEARING
L1	36.24	S89°58'04"W
L2	15.35	N36°26'29"E
L3	169.15	N16°28'11"E
L4	27.04	N20°28'08"E

R/W CURVE ANNOTATION				
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD
C1	39°53'07"	787.67	548.32	537.32
C2	9°56'45"	775.00	133.69	133.46
C3	10°05'33"	775.00	136.28	136.34
C4	20°02'34"	448.00	153.92	153.13
C5	55°32'31"	123.00	119.23	114.62

AFTER RECORDING MAIL TO:  
THE GRANTEE



INSTRUMENT NO. 00030120

206074

WARRANTY DEED

For Value Received LINDA H. RICHARDSON, A Married Woman as her sole and separate property, the grantor(s), do(es) hereby grant, bargain, sell and convey unto THOMAS E. GRAPENSTETER and RENE F. GRAPENSTETER, Husband and Wife, the grantee(s) whose current address is HC01 BOX 285, NAPLES, IDAHO 83847, the following described premises, in Boundary County Idaho, to wit:

The East Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

SUBJECT TO a thirty (30) foot wide easement for ingress, egress and utilities as shown on the survey recorded as Instrument No. 198894, records of Boundary County, Idaho, for the benefit of the West Half of the Northwest Quarter of the Northeast Quarter of Section 30, Township 61 North, Range 1 East, Boundary County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except those matters shown on the Exceptions Exhibit attached hereto and made a part hereof, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: MAY 14<sup>th</sup> 2002

*Linda H. Richardson*

LINDA H. RICHARDSON

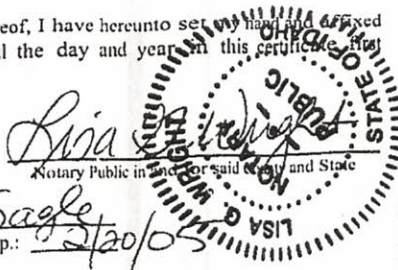
STATE OF IDAHO

COUNTY OF Bonner

} SS

On this 14<sup>th</sup> day of MAY, 2002, before me, the undersigned, a Notary Public in and for the said State, personally appeared LINDA H. RICHARDSON known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Residing at: Sagle

Commission Exp.: 2/20/05

RECORDING DATA:

STATE OF IDAHO } SS  
County of Boundary

Filed for record at the request of Boundary Abstract on 5-15-02 at 2:30

Diane M. Cartwright }  
County Recorder } C. Petersen  
By Deputy

Fee \$ 10.00 chg  
Mail to B.A.

206074

**EXCEPTIONS EXHIBIT**

**SUBJECT TO:**

**GENERAL TAXES FOR THE YEAR 2002.**

**RIGHT OF WAY OF SPOKANE INTERNATIONAL RAILWAY.**

**RIGHT OF WAY FOR PUBLIC ROADS EXISTING ON JULY 19, 1902, AS RESERVED IN DEED FROM NORTHERN PACIFIC RAILWAY CO. TO DAVID T. HORN, RECORDED AT BOOK 6 OF DEEDS, PAGE 286, RECORDS OF BOUNDARY COUNTY, IDAHO.**

**RIGHT OF WAY FOR PUBLIC ROAD, AS GRANTED BY C.F. NYSTROM AND WIFE TO BOUNDARY COUNTY, BY DEED RECORDED AT BOOK 22 OF DEEDS, PAGE 165, RECORDS OF BOUNDARY COUNTY, IDAHO.**

**MINERAL LEASE TO EXPLORE FOR AND REMOVE MINERALS GRANTED BY C.F. NYSTROM AND WIFE TO HENRY J. RATZ, BY LEASE RECORDED AT BOOK 1 OF LEASES, PAGE 294, RECORD OF BOUNDARY COUNTY, IDAHO.**

**RIGHT OF WAY EASEMENT FOR TWENTY MILE CREEK WATER ASSOCIATION, RECORDED IN BOOK 9 OF MISCELLANEOUS, PAGE 437, INSTRUMENT NO. 98435, RECORDS OF BOUNDARY COUNTY, IDAHO.**

**RIGHT OF WAY EASEMENT FOR NORTHERN LIGHTS, INC., RECORDED IN BOOK 24 OF INSTRUMENTS, PAGE 560, INSTRUMENT NO. 122578, RECORDS OF BOUNDARY COUNTY, IDAHO.**

*JAR*