

RECEIVED

AUG 20 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
AUG 23 2021
WATER RESOURCES
WESTERN REGION

IDWR / NORTH

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
79-4082	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: GLENN + CAROLYN CHANDER
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CRAIG + JANET HEILMAN LIVING TRUST
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2012 W. CANYON DR COA ID 83815
Mailing address City State ZIP
- 208-660-6055 CRAIG L HEILMAN @ GMAIL.COM
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: AUG 3, 2021
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☐ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 79-4082

8. Signature: [Signature] TRUSTEE 8/20/21
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Trustee 8/20/21
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only: TA 9/3/2021 N037337 \$75.00
 Received by JA Date 8-20-21 Receipt No. N037289 Receipt Amt. 25.00
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
 Name on W-9 X Approved by AO Processed by AO Date 3/8/2022

WARRANTY DEED

For value received H GLENN CHANDLER, also known as GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife, ("Grantors"), do hereby grant, bargain, sell and convey to CRAIG L. HEILMAN and JANET G. HEILMAN, as Trustees of the CRAIG and JANET HEILMAN LIVING TRUST, dated March 10, 2020, ("Grantees"), whose mailing address is: 2012 W Canyon Dr, Coeur d'Alene, ID 83815, and Grantees' heirs, successors and assigns forever, the following described real property situate in Idaho County, State of Idaho, (hereafter the "subject premises"):

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SUBJECT TO taxes and assessments for the current year, and all subsequent years, together with any and all existing easements, rights-of-way, reservations, covenants, restrictions and encumbrances of record, and the following matters:

1. Rights and easements in favor of the public for recreational uses of Slate Creek.
2. Any adverse claims based on the assertion that the location of Slate Creek has moved subsequent to its adoption as a title boundary.
3. County road Right of Way as the same now exists.
4. Right of Way Deed, including the terms and provisions thereof, by and between GLEN CHANDLER and CAROLYN CHANDLER, husband and wife, and MYRTLE CHANDLER, and IDAHO COUNTY, recorded June 20, 1979, under Instrument No. 279497, and corrected by Corrected Right of Way Deed, recorded December 13, 1996, under Instrument No. 390615, all records of Idaho County, Idaho.
5. Declaration of Homestead, dated November 18, 1985, recorded November 19, 1985, under Instrument No. 323529, records of Idaho County, Idaho, whereby said premises are claimed as a homestead of estimated actual cash value of \$25,000.00, made by GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife. All instruments conveying or encumbering said homestead must be executed by both husband and wife.
6. Pasturage and Grazing Lease, including the terms and provisions thereof, by and between GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife,

7. Matters as shown in Survey No. S-1241, recorded November 25, 1996, under Instrument No. 390304, Survey No. S-1686, recorded October 25, 1999, under Instrument No. 408824 and Survey No. S-2145, recorded April 9, 2004, under Instrument No. 434752, all records of Idaho County, Idaho.

8. Right of Way Easement, including the terms and provisions thereof, by and between H. GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., a corporation, recorded February 10, 2010, under Instrument No. 470937, records of Idaho County, Idaho.

9. Reservation of easement as contained in Warranty Deed, including the terms and provisions thereof, by and between HAROLD GLENN CHANDLER, a/k/a GLENN CHANDLER a/k/a GLENN CHANDLER and CAROLYN E. CHANDLER, a/k/a CAROLYN CHANDLER, husband and wife, Grantors and BRIAN TREVOR GROVES and DIANE LOUISE GROVES, husband and wife, recorded July 14, 2017, under Instrument No. 509702, records of Idaho County, Idaho.

AND FURTHER SUBJECT TO the following covenants and restrictions on use of the subject premises:

Grantees, and Grantees' heirs, successors and assigns, shall not construct any driveway, road, or any portion thereof, within the following described area ("Protected Area"): Commencing at the northeast corner of Parcel I, being the point of beginning; thence in a southerly direction along the eastern boundary of Parcel I a distance of one hundred ten feet (110') to a point, (being "Line A"); thence in a straight line West a distance of one hundred feet (100') to a point, (being "Line B"); thence North in a straight line along a line perpendicular to Line B to the northern boundary of Parcel I; thence in a southeasterly direction along the northern boundary of Parcel I to the point of beginning. The Protected Area is generally depicted in Exhibit 2 attached hereto and incorporated herein by reference.

Said covenants and restrictions shall a) run with the land, and shall be binding upon Grantees, and Grantees' heirs, successors and assigns, and b) benefit and be enforceable by i) Grantors, and their successors and assigns to Grantors' Retained Property, or any portion thereof, more particularly described in Exhibit 3 attached hereto and incorporated herein by reference, and ii) DIANE L. GROVES, an unmarried woman, and her successors and assigns to Grove's Property more particularly described in Exhibit 4 attached hereto and incorporated herein by reference, or any portion thereof.

AND FUTHER SUBJECT TO AND RESERVING unto Grantors, and Grantors' heirs, successors and assigns, a perpetual non-exclusive easement, twenty feet (20') in width, over and across the subject premises, for the use, maintenance and repair of the existing irrigation ditch. The centerline of said easement is more particularly described in Exhibit 5 attached hereto and incorporated herein by reference. Said easement shall run with the land and shall benefit Grantors' Retained Property.

GRANTEES:

CRAIG and JANET HEILMAN LIVING TRUST.
dated March 10, 2020



CRAIG L. HEILMAN

Trustee

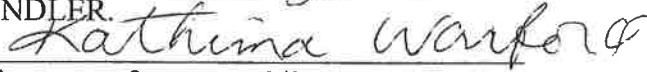


JANET G. HEILMAN

Trustee

State of Idaho)
County of Idaho) : ss.

This record was acknowledged before me on 3 August, 2021, by H GLENN CHANDLER and CAROLYN E. CHANDLER.



Signature of notary public

My commission expires: 07/05/2023



[END OF SIGNATURES]

EXHIBIT 1

Parcel I:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the $W\frac{1}{2}NE\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said $NE\frac{1}{4}$ (the Northeast section corner of said Section 31), a found brass cap monument;
thence S $00^{\circ}27'25''$ E along the East boundary of said $NE\frac{1}{4}$, 1323.13 feet to the Southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;
thence N $89^{\circ}38'17''$ W along the South boundary of said $NE\frac{1}{4}NE\frac{1}{4}$, 1330.48 feet to the Southwest corner of said $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;
thence N $89^{\circ}38'30''$ W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of said Assessor's Tax No. 24, the True Point of Beginning, a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627;
thence S $07^{\circ}49'59''$ E along the West boundary of said Assessor's Tax No. 24, 309.00 feet to a point on the centerline of Slate Creek, witnessed by a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627 which bears N $07^{\circ}49'59''$ W, 48.35 feet;
thence traversing said creek centerline as follows:
 S $75^{\circ}43'44''$ W, 270.85 feet;
 N $49^{\circ}16'19''$ W, 148.80 feet;
 N $64^{\circ}46'40''$ W, 239.66 feet to a point witnessed by a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627 which bears N $00^{\circ}34'21''$ W, 63.40 feet;
thence leaving said centerline bearing N $00^{\circ}34'21''$ W, 385.22 feet to a point on the North boundary of the right of way for Slate Creek Road;
thence along said North boundary as follows:
 S $86^{\circ}26'54''$ E, 152.82 feet;
 Southeasterly 193.92 feet along the arc of a curve to the right having a central angle of $22^{\circ}00'08''$, a radius of 505.00 feet and a long chord bears S $75^{\circ}26'51''$ E, 192.74 feet;
 S $64^{\circ}26'46''$ E, 229.68 feet to a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627;
thence S $07^{\circ}49'59''$ E, 55.07 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Parcel II:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the $N\frac{1}{2}$, more particularly described as follows:

Commencing at the Northeast corner of said $N\frac{1}{2}$ (the Northeast section corner of said Section 31), a found brass cap monument;
thence S $00^{\circ}27'25''$ E along the East boundary of said $N\frac{1}{2}$, 1323.13 feet to the Southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;
thence N $89^{\circ}38'17''$ W along the South boundary of said $NE\frac{1}{4}NE\frac{1}{4}$, 1330.48 feet to the Southwest corner of said $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;
thence N $89^{\circ}38'30''$ W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of Assessor's Tax No. 24, a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627;
thence N $07^{\circ}49'59''$ W, 55.07 feet to a point on the North boundary of the right of way of Slate Creek Road, a $5/8$ "x30" rebar set with a plastic cap stamped L.S. 3627;

thence traversing said North right of way boundary as follows:

N 64°26'46" W, 229.68 feet;

Northwesterly 193.92 feet along the arc of a curve to the left having a central angle of 22°00'08", a radius of 505.00 feet and a long chord which bears N 75°26'51" W, 192.74 feet;

N 86°26'54" W, 152.82 feet to the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 00°34'21" E, 385.22 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence traversing said centerline as follows:

N 64°46'40" W, 103.54 feet;

S 84°13'35" W, 466.36 feet;

N 88°31'40" W, 113.56 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 33.00 feet;

thence leaving said centerline bearing N 00°34'21" W, 306.80 feet to a point on the North right of way boundary for Slate Creek Road (from Record of Survey, Instrument No. 408824), a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears bearing S 00°34'21" E, 55.50 feet;

thence N 64°18'18" E along said North right of way boundary, 68.83 feet;

thence Northeasterly 344.55 feet along said North right of way boundary following the arc of a curve to the right having a central angle of 29°14'48", a radius of 675.00 feet and a long chord which bears N 78°55'42" E, 340.82 feet;

thence S 86°26'54" E along said North boundary, 274.44 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

[END OF DESCRIPTION]

EXHIBIT 2



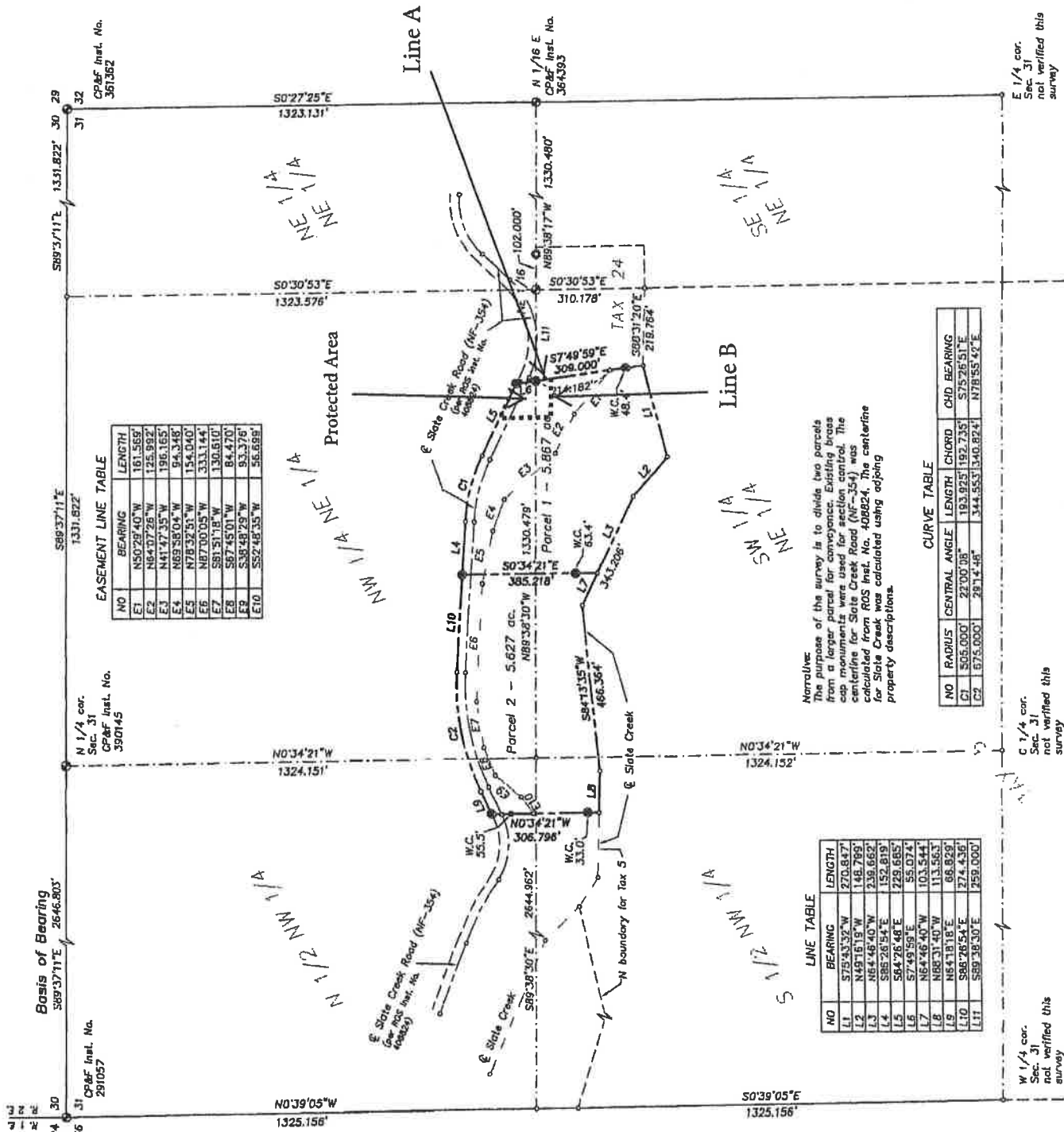
Reference Survey
 ROS Inst. No. 390356 (S-1244)
 ROS Inst. No. 408824 (S-1686)
 Reference Deeds
 Inst. No. 465397
 Inst. No. 528776

0' 200' 400'

Scale: 1" = 200'

LEGEND

- BRASS CAP MONUMENT - FOUND
- 5/8" REBAR - SET
- 5/8" x 30" REBAR - SET
- 1/2" x 24" REBAR - SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/ALQUOT PART LINE
- W.C. WITNESS CORNER
- (you.xx) DATA OF RECORD



EASEMENT LINE TABLE

NO	BEARING	LENGTH
E1	N50°29'40\"W	161.569'
E2	N64°07'26\"W	125.992'
E3	N41°47'35\"W	196.165'
E4	N69°58'04\"W	94.348'
E5	N78°32'31\"W	154.040'
E6	N87°00'05\"W	333.144'
E7	S81°50'18\"W	130.610'
E8	S87°45'01\"W	84.470'
E9	S38°48'29\"W	93.378'
E10	S52°46'35\"W	56.689'

LINE TABLE

NO	BEARING	LENGTH
L1	S75°43'32\"W	270.847'
L2	N49°16'19\"W	148.789'
L3	N64°46'40\"W	236.662'
L4	S85°26'54\"E	152.819'
L5	S64°26'48\"E	229.685'
L6	S7°49'59\"E	55.074'
L7	N64°46'40\"W	103.544'
L8	N88°31'40\"W	113.563'
L9	N84°18'18\"E	66.829'
L10	S98°26'54\"E	274.436'
L11	S89°38'30\"E	259.000'

CURVE TABLE

NO	RADIUS	CENTRAL ANGLE	CHORD	CHD BEARING
C1	505.000'	22°00'08\"	192.925'	S75°26'51\"E
C2	675.000'	28°14'48\"	344.553'	N78°55'45\"E

Remarks:
 The purpose of this survey is to divide two parcels from a larger parcel for conveyance. Existing brass cap monuments were used for section control. The centerline for State Creek Road (NF-154) was calculated from ROS Inst. No. 408824. The centerline for State Creek was calculated using adjoining property descriptions.

GLENN CHANDLER

Skinner Land Survey Co. Inc.

138 N. State Street
 Granger, Idaho 83450
 (208)-988-2517
 greg@skinnerlandsurvey.com

Drawn By: JW
 Date: July 5, 2021
 Surveyed By: GLS
 Job No. JNG0921

E 1/4 cor.
 Sec. 31
 not verified this survey

C 1/4 cor.
 Sec. 31
 not verified this survey

W 1/4 cor.
 Sec. 31
 not verified this survey

EXHIBIT 3

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

Government Lots 1 and 2

LESS:

13	Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho Section 31: A parcel of property located within Government Lot 1, more particularly described from a survey as follows: Beginning at the NW section corner of said section 31; thence S 00°49'04" E, 637.408 feet along the section line to a 5/8" rebar by PLS 3166 on the southerly R.O.W. of Slate Creek Road, this is the initial point of beginning; thence S 73°22'53" E, 228.197 feet along said R.O.W. to a 5/8" rebar by PLS 3166 at the PC of a curve; thence along a curve in the R.O.W. to the left with the following dimensions: R = 375.000 feet Ch = 147.820 feet b = 147.378 feet Ch Dir = N83°08'53" W T = 74.964 feet Delta = 32°16'34" to a 5/8" rebar by PLS 3166 thence S 01°48'55" W, 200.154 feet to a point in the center of Slate Creek; thence W 77°02'33" W, 152.438 feet along said center; thence S 78°58'00" W, 119.878 feet along said center; thence W 73°15'43" W, 171.482 feet along said center to a point on said section line; thence N 00°42'04" N, 200.116 feet along said section line back to the initial point of beginning. 2.042 AC PER GREENBERG. 100 433466
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Also LESS:

5	A parcel of property being a part of Government Lot 2, the SE1/4 of the NW1/4, the SW1/4 of the NE1/4, all of the NW1/4 of the SE1/4, and the N1/2 of the SW1/4 of Section 31, T27N, R2E, B.M., Idaho County, Idaho, and is more particularly described from a survey as follows: Beginning at the NW corner of said Section 31, thence S00°49'07"E a distance of 2650.312' to the V quarter corner of said section 31, which point is the initial point of beginning; thence N00°49'07"W a distance of 1205.940' along the west line of said section 31; thence S60°05'01"E a distance of 860.730' along an existing fence line to a point; thence S64°14'55"E a distance of 283.102' to a point; thence N76°57'23"E a distance of 1149.050' to a point in the center of Slate Creek; thence S50°59'05"E a distance of 105.326' along the center of Slate Creek; thence S80°41'42"E a distance of 295.166' along the center of Slate Creek; thence N84°03'33"E a distance of 466.364' along the center of Slate Creek; thence S64°56'42"E a distance of 313.206' along the center of Slate Creek; thence S49°26'21"E a distance of 149.799' along the center of Slate Creek; thence N71°20'45"E a distance of 272.676' along the center of Slate Creek; thence S03°18'05"E a distance of 225.209' along the center of Slate Creek to the east line of the SW1/4 of the NE1/4 of said section 31; thence S00°40'55"E a distance of 2337.103' along the said east line of the SE1/4th corner of said section 31; thence N89°50'55"W a distance of 3969.276' along the south line of the NW1/4 of the SE1/4 and the south line of the N1/2 of the SW1/4 to the S 1/16th corner of sections 31 and 36; thence N00°49'07"W a distance of 1323.156' along the west line of said section 31 back to the initial point of beginning, which parcel contains some 226.320 acres.
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Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

E $\frac{1}{4}$ NW $\frac{1}{4}$

LESS:

3

A parcel of property being a part of Government Lot 2, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, all of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the NE $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 31, T27N, R2E, B.M., Idaho County, Idaho, and is more particularly described from a survey as follows:

Beginning at the NW corner of said Section 31, thence S00°49'07"E a distance of 2830.312' to the 1/4 quarter corner of said section 31, which point is the initial point of beginning; thence N00°49'07"W a distance of 1205.948' along the west line of said section 31; thence S90°05'01"E a distance of 860.730' along an existing fence line to a point; thence S64°14'55"E a distance of 283.102' to a point; thence N76°57'23"E a distance of 1149.030' to a point in the center of Slate Creek; thence S59°59'05"E a distance of 105.326' along the center of Slate Creek; thence S88°41'47"E a distance of 295.166' along the center of Slate Creek; thence N84°03'31"E a distance of 466.364' along the center of Slate Creek; thence S64°56'42"E a distance of 343.206' along the center of Slate Creek; thence S49°26'21"E a distance of 149.799' along the center of Slate Creek; thence N71°20'45"E a distance of 272.676' along the center of Slate Creek; thence S83°39'05"E a distance of 225.209' along the center of Slate Creek to the east line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 31; thence S00°40'55"W a distance of 2337.105' along the said east line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 31; thence N89°50'51"W a distance of 3960.276' along the south line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the south line of the NE $\frac{1}{2}$ of the SW $\frac{1}{4}$ to the S 1/16th corner of sections 31 and 36; thence N00°49'07"W a distance of 1325.156' along the west line of said section 31 back to the initial point of beginning, which parcel contains some 220.320 acres.

Also Less:

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Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 30: A parcel of land lying within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND
Section 31: A parcel of land lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the 1/4 corner to said Sections 30 and 31; thence North along the center section line of said Section 30, 1320 feet, more or less, to the C-S 1/16 corner; thence West 500 feet along the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to an unmarked corner; thence South to the Idaho County road right of way as described in Corrected Right of Way Deed, recorded December 31, 1996, under Instrument No. 390615, records of Idaho County, Idaho; thence easterly along said road right of way to the center section line of said Section 31; thence North along said center section line to the point of beginning.

AND LEFT

Parcel I:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the W½NE¼, more particularly described as follows:

Commencing at the Northeast corner of said NE¼ (the Northeast section corner of said Section 31), a found brass cap monument;

thence S 00°27'25" E along the East boundary of said NE¼, 1323.13 feet to the Southeast corner of the NE¼NE¼, a found brass cap monument;

thence N 89°38'17" W along the South boundary of said NE¼NE¼, 1330.48 feet to the Southwest corner of said NE¼NE¼, a found brass cap monument;

thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of said Assessor's Tax No. 24, the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 07°49'59" E along the West boundary of said Assessor's Tax No. 24, 309.00 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 07°49'59" W, 48.35 feet;

thence traversing said creek centerline as follows:

S 75°43'44" W, 270.85 feet;

N 49°16'19" W, 148.80 feet;

N 64°46'40" W, 239.66 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence leaving said centerline bearing N 00°34'21" W, 385.22 feet to a point on the North boundary of the right of way for Slate Creek Road;

thence along said North boundary as follows:

S 86°26'54" E, 152.82 feet;

Southeasterly 193.92 feet along the arc of a curve to the right having a central angle of 22°00'08", a radius of 505.00 feet and a long chord bears S 75°26'51" E, 192.74 feet;

S 64°26'46" E, 229.68 feet to a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 07°49'59" E, 55.07 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of way as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Parcel II:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the N½, more particularly described as follows:

Commencing at the Northeast corner of said N½ (the Northeast section corner of said Section 31), a found brass cap monument;

thence S 00°27'25" E along the East boundary of said N½, 1323.13 feet to the Southeast corner of the NE¼NE¼, a found brass cap monument;

thence N 89°38'17" W along the South boundary of said NE¼NE¼, 1330.48 feet to the Southwest corner of said NE¼NE¼, a found brass cap monument;

thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of Assessor's Tax No. 24, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence N 07°49'59" W, 55.07 feet to a point on the North boundary of the right of way of Slate Creek Road, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence traversing said North right of way boundary as follows:

N 64°26'46" W, 229.68 feet;

Northwesterly 193.92 feet along the arc of a curve to the left having a central angle of 22°00'08", a radius of 505.00 feet and a long chord which bears N 75°26'51" W, 192.74 feet;

N 86°26'54" W, 152.82 feet to the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 00°34'21" E, 385.22 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence traversing said centerline as follows:

N 64°46'40" W, 103.54 feet;

S 84°13'35" W, 466.36 feet;

N 88°31'40" W, 113.56 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 33.00 feet;

thence leaving said centerline bearing N 00°34'21" W, 306.80 feet to a point on the North right of way boundary for Slate Creek Road (from Record of Survey, Instrument No. 408824), a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears bearing S 00°34'21" E, 55.50 feet;

thence N 64°18'18" E along said North right of way boundary, 68.83 feet;

thence Northeasterly 344.55 feet along said North right of way boundary following the arc of a curve to the right having a central angle of 29°14'48", a radius of 675.00 feet and a long chord which bears N 78°55'42" E, 340.82 feet;

thence S 86°26'54" E along said North boundary, 274.44 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

N $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$

LESS:

5

A parcel of property being a part of Government Lot 1, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, all of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the NW $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 31, T27N, R2E, S.M., Idaho County, Idaho, and is more particularly described from a survey as follows:

Beginning at the NW corner of said Section 31, thence S00°49'07"E a distance of 2650.332' to the V quarter corner of said section 31, which point is the initial point of beginning; thence N80°49'07"W a distance of 1205.948' along the west line of said section 31; thence S80°05'01"E a distance of 860.730' along an existing fence line to a point; thence S4°14'55"E a distance of 283.102' to a point; thence N76°57'23"E a distance of 1149.050' to a point in the center of Slate Creek; thence S54°59'05"E a distance of 105.326' along the center of Slate Creek; thence S89°42'42"E a distance of 293.166' along the center of Slate Creek; thence N44°03'33"E a distance of 456.364' along the center of Slate Creek; thence S64°56'42"E a distance of 343.206' along the center of Slate Creek; thence S49°26'21"E a distance of 181.781' along the center of Slate Creek; thence N71°20'15"E a distance of 772.676' along the center of Slate Creek; thence S31°38'05"E a distance of 225.203' along the center of Slate Creek to the east line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 31; thence S09°49'55"E a distance of 2337.105' along the said east line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 31; thence N89°38'51"W a distance of 3964.276' along the south line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the south line of the NW $\frac{1}{2}$ of the SW $\frac{1}{4}$ to the S 1/16th corner of sections 31 and 36; thence N00°49'07"W a distance of 1325.156' along the west line of said section 31 back to the initial point of beginning, which parcel contains some 220.320 acres.

Also Less:

6

A parcel of property located within the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, T27N, R2E, S.M., Idaho County, Idaho, and is more particularly described from a survey as follows: Beginning at the NE corner of said section 31, thence S00°37'27"E a distance of 1323.131' along the east line of said section 31 to the NW $\frac{1}{4}$ corner of sections 31 and 36; thence N89°48'19"W a distance of 60.092' along the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 31 to the southerly Right-of-Way (ROW) of Slate Creek Road, which is the initial point of beginning; thence N89°48'19"W a distance of 1270.388' along the said south line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 31 to the northeast 1/16th corner; thence N00°40'55"W a distance of 15.768' along the west line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ to the southerly ROW of Slate Creek Road; thence around a curve to the left through a central angle of 13°14'28", a radius of 265.000', an arc distance of 61.212', a tangent of 30.758', chord bearing of N49°40'20"E, a distance of 62.106' along said ROW to a PC; thence N43°03'05"E a distance of 108.183' along said ROW to a PC; thence around a curve to the right through a central angle of 61°58'04", a radius of 102.372', an arc distance of 165.413', a tangent of 89.355', a chord bearing of N63°02'09"E, a distance of 159.731' along said ROW to a PRC; thence around a curve to the left through a central angle of 31°27'53", a radius of 250.848', an arc distance of 154.134', a tangent of 79.116', a chord bearing of N79°17'13"E, a distance of 152.303' along said ROW to a PRC; thence around a curve to the right through a central angle of 65°36'35", a radius of 445.000', an arc distance of 309.671', a tangent of 286.836', a chord bearing of S83°38'28"E, a distance of 482.193' along said ROW to a PRC; thence around a curve to the left through a central angle of 38°48'00", a radius of 325.000', an arc distance of 220.080', a tangent of 114.450', a chord bearing of S70°14'10"W, a distance of 215.804' along said ROW to a PRC; thence around a curve to the right through a central angle of 50°25'42", a radius of 160.000', an arc distance of 140.622', a tangent of 75.318', a chord bearing of S64°25'13"E, a distance of 136.320' along said ROW to a PRC; thence around a curve to the left through a central angle of 20°17'42", a radius of 171.600', an arc distance of 60.012', a tangent of 30.728', a chord bearing of S49°41'20"E, a distance of 40.494' along said ROW back to the initial point of beginning, which parcel contains some 6.983 acres.

Also less

Parcel I:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the $W\frac{1}{2}NE\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said $NE\frac{1}{4}$ (the Northeast section corner of said Section 31), a found brass cap monument;

thence $S 00^{\circ}27'25'' E$ along the East boundary of said $NE\frac{1}{4}$, 1323.13 feet to the Southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;

thence $N 89^{\circ}38'17'' W$ along the South boundary of said $NE\frac{1}{4}NE\frac{1}{4}$, 1330.48 feet to the Southwest corner of said $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;

thence $N 89^{\circ}38'30'' W$ along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of said Assessor's Tax No. 24, the True Point of Beginning, a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627;

thence $S 07^{\circ}49'59'' E$ along the West boundary of said Assessor's Tax No. 24, 309.00 feet to a point on the centerline of Slate Creek, witnessed by a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627 which bears $N 07^{\circ}49'59'' W$, 48.35 feet;

thence traversing said creek centerline as follows:

$S 75^{\circ}43'44'' W$, 270.85 feet;

$N 49^{\circ}16'19'' W$, 148.80 feet;

$N 64^{\circ}46'40'' W$, 239.66 feet to a point witnessed by a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627 which bears $N 00^{\circ}34'21'' W$, 63.40 feet;

thence leaving said centerline bearing $N 00^{\circ}34'21'' W$, 385.22 feet to a point on the North boundary of the right of way for Slate Creek Road;

thence along said North boundary as follows:

$S 86^{\circ}26'54'' E$, 152.82 feet;

Southeasterly 193.92 feet along the arc of a curve to the right having a central angle of $22^{\circ}00'08''$, a radius of 505.00 feet and a long chord bears $S 75^{\circ}26'51'' E$, 192.74 feet;

$S 64^{\circ}26'46'' E$, 229.68 feet to a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627;

thence $S 07^{\circ}49'59'' E$, 55.07 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Parcel II:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the $N\frac{1}{2}$, more particularly described as follows:

Commencing at the Northeast corner of said $N\frac{1}{2}$ (the Northeast section corner of said Section 31), a found brass cap monument;

thence $S 00^{\circ}27'25'' E$ along the East boundary of said $N\frac{1}{2}$, 1323.13 feet to the Southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;

thence $N 89^{\circ}38'17'' W$ along the South boundary of said $NE\frac{1}{4}NE\frac{1}{4}$, 1330.48 feet to the Southwest corner of said $NE\frac{1}{4}NE\frac{1}{4}$, a found brass cap monument;

thence $N 89^{\circ}38'30'' W$ along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of Assessor's Tax No. 24, a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627;

thence $N 07^{\circ}49'59'' W$, 55.07 feet to a point on the North boundary of the right of way of Slate Creek Road, a $\frac{5}{8}$ "x30" rebar set with a plastic cap stamped L.S. 3627;

thence traversing said North right of way boundary as follows:

N 64°26'46" W, 229.68 feet;

Northwesterly 193.92 feet along the arc of a curve to the left having a central angle of 22°00'08", a radius of 505.00 feet and a long chord which bears N 75°26'51" W, 192.74 feet;

N 86°26'54" W, 152.82 feet to the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 00°34'21" E, 385.22 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence traversing said centerline as follows:

N 64°46'40" W, 103.54 feet;

S 84°13'35" W, 466.36 feet;

N 88°31'40" W, 113.56 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 33.00 feet;

thence leaving said centerline bearing N 00°34'21" W, 306.80 feet to a point on the North right of way boundary for Slate Creek Road (from Record of Survey, Instrument No. 408824), a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears bearing S 00°34'21" E, 55.50 feet;

thence N 64°18'18" E along said North right of way boundary, 68.83 feet;

thence Northeasterly 344.55 feet along said North right of way boundary following the arc of a curve to the right having a central angle of 29°14'48", a radius of 675.00 feet and a long chord which bears N 78°55'42" E, 340.82 feet;

thence S 86°26'54" E along said North boundary, 274.44 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

ALSO LESS:

$E\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ and
the $SW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$, all lying North of the Slate Creek Road Right of Way as described
in corrected Right of Way Deed, recorded December 13, 1996, under Instrument No. 390615,
records of Idaho County, Idaho.

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

$SW\frac{1}{4}NE\frac{1}{4}$

LESS:

5
A parcel of property being a part of Government Lot 2, the SE1/4 of the NW1/4, the NW1/4 of the NE1/4, all of the NW1/4 of the SE1/4, and the NE1/2 of the SW1/4 of Section 31, T27N, R2E, S.M., Idaho County, Idaho, and is more particularly described from a survey as follows:

Beginning at the NW corner of said Section 31, thence S00°49'07"E a distance of 2659.312' to the N quarter corner of said section 31, which point is the initial point of beginning; thence N00°49'07"W a distance of 1205.949' along the west line of said section 31; thence S49°05'01"E a distance of 860.730' along an existing fence line to a point; thence S64°14'55"E a distance of 283.132' to a point; thence N76°57'23"E a distance of 1149.050' to a point in the center of Slate Creek; thence N54°59'05"E a distance of 105.326' along the center of Slate Creek; thence S88°41'42"E a distance of 205.166' along the center of Slate Creek; thence N84°03'33"E a distance of 466.364' along the center of Slate Creek; thence S64°56'42"E a distance of 343.206' along the center of Slate Creek; thence S49°26'21"E a distance of 149.799' along the center of Slate Creek; thence N71°20'45"E a distance of 272.676' along the center of Slate Creek; thence S83°38'05"E a distance of 225.209' along the center of Slate Creek to the east line of the SW1/4 of the NE1/4 of said section 31; thence S00°40'55"E a distance of 2337.105' along the said east line of the SE1/4 corner of said section 31; thence N89°50'51"W a distance of 3369.376' along the south line of the NW1/4 of the SE1/4 and the south line of the NE1/2 of the SW1/4 to the S 1/16th corner of sections 31 and 36; thence N00°49'07"W a distance of 1325.156' along the west line of said section 31 back to the initial point of beginning, which parcel contains some 220.320 acres.

Also Less:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

A parcel of land located in the SE1/4NE1/4 and the SW1/4NE1/4 of said Section 31, more particularly described as follows:

Commencing at the Northeast corner of said Section 31, a found brass cap monument;
thence S 00°37'27" E along the East boundary of said Section 31, 1323.131 feet to the Northeast corner of said SE1/4NE1/4;
thence N 89°48'19" W along the North boundary of said SE1/4NE1/4, 1208.48 feet to the True Point of Beginning;
thence N 89°48'19" W, 122.00 feet to the Northeast corner of said SW1/4NE1/4;
thence N 89°48'19" W along the North boundary of said SW1/4NE1/4, 259.00 feet;
thence S 08°00'00" E, 309.00 feet to a point in the center of Slate Creek;
thence S 88°41'07" E along said centerline 219.74 feet to a point on the West boundary of said SE1/4NE1/4, shown as Parcel "C" on the Record of Survey filed as Instrument No. 390356;
thence S 83°38'05" E along the South boundary of Parcel "C" 102.78 feet;
thence S 89°48'19" E, 20.00 to a point;
thence N 00°40'55" W along the line parallel with and 20.00 feet easterly from the East boundary of said Parcel "C" 321.22 feet to the True Point of Beginning.

LESS

Slate Creek Road Right of Way as described in Corrected Right of Way Deed, recorded December 31, 1996, under Instrument No. 390615, records of Idaho County, Idaho.

Also less

Parcel I:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ (the Northeast section corner of said Section 31), a found brass cap monument;

thence S 00°27'25" E along the East boundary of said NE $\frac{1}{4}$, 1323.13 feet to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;

thence N 89°38'17" W along the South boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1330.48 feet to the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;

thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of said Assessor's Tax No. 24, the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 07°49'59" E along the West boundary of said Assessor's Tax No. 24, 309.00 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 07°49'59" W, 48.35 feet;

thence traversing said creek centerline as follows:

S 75°43'44" W, 270.85 feet;

N 49°16'19" W, 148.80 feet;

N 64°46'40" W, 239.66 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence leaving said centerline bearing N 00°34'21" W, 385.22 feet to a point on the North boundary of the right of way for Slate Creek Road;

thence along said North boundary as follows:

S 86°26'54" E, 152.82 feet;

Southeasterly 193.92 feet along the arc of a curve to the right having a central angle of 22°00'08", a radius of 505.00 feet and a long chord bears S 75°26'51" E, 192.74 feet;

S 64°26'46" E, 229.68 feet to a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 07°49'59" E, 55.07 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Parcel II:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the N $\frac{1}{2}$, more particularly described as follows:

Commencing at the Northeast corner of said N $\frac{1}{2}$ (the Northeast section corner of said Section 31), a found brass cap monument;

thence S 00°27'25" E along the East boundary of said N $\frac{1}{2}$, 1323.13 feet to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;

thence N 89°38'17" W along the South boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1330.48 feet to the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;

thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of Assessor's Tax No. 24, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence N 07°49'59" W, 55.07 feet to a point on the North boundary of the right of way of Slate Creek Road, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence traversing said North right of way boundary as follows:

N 64°26'46" W, 229.68 feet;

Northwesterly 193.92 feet along the arc of a curve to the left having a central angle of 22°00'08", a radius of 505.00 feet and a long chord which bears N 75°26'51" W, 192.74 feet;

N 86°26'54" W, 152.82 feet to the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 00°34'21" E, 385.22 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence traversing said centerline as follows:

N 64°46'40" W, 103.54 feet;

S 84°13'35" W, 466.36 feet;

N 88°31'40" W, 113.56 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 33.00 feet;

thence leaving said centerline bearing N 00°34'21" W, 306.80 feet to a point on the North right of way boundary for Slate Creek Road (from Record of Survey, Instrument No. 408824), a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears bearing S 00°34'21" E, 55.50 feet;

thence N 64°18'18" E along said North right of way boundary, 68.83 feet;

thence Northeasterly 344.55 feet along said North right of way boundary following the arc of a curve to the right having a central angle of 29°14'48", a radius of 675.00 feet and a long chord which bears N 78°55'42" E, 340.82 feet;

thence S 86°26'54" E along said North boundary, 274.44 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

[END OF EXHIBIT 3]

EXHIBIT 4

(Grove's Property)

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 31:

A parcel of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31, more particularly described as follows:

Commencing at the Northeast corner of said Section 31, a found brass cap monument;
thence S 00°37'27" E along the East boundary of said Section 31, 1323.131 feet to the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;
thence N 89°48'19" W along the North boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1208.48 feet to the True Point of Beginning;
thence N 89°48'19" W, 122.00 feet to the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence N 89°48'19" W along the North boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 259.00 feet;
thence S 08°00'00" E, 309.00 feet to a point in the center of Slate Creek;
thence S 88°41'07" E along said centerline 219.74 feet to a point on the West boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, shown as Parcel "C" on the Record of Survey filed as Instrument No. 390356;
thence S 83°38'05" E along the South boundary of Parcel "C" 102.76 feet;
thence S 89°48'19" E, 20.00 to a point;
thence N 00°40'55" W along the line parallel with and 20.00 feet easterly from the East boundary of said Parcel "C" 321.22 feet to the True Point of Beginning.

LESS

Slate Creek Road Right of Way as described in Corrected Right of Way Deed, recorded December 31, 1996, under Instrument No. 390615, records of Idaho County, Idaho.

[END OF DESCRIPTION]

EXHIBIT 5

Irrigation Ditch Easement

This easement lies in a portion of the N1/2 of Section 31, Township 27 North, Range 2 East of the Boise Meridian, Idaho County, Idaho, and its centerline is more particularly described as follows:

COMMENCING at the northeast corner of said N 1/2 (the northeast section corner of said Section 31), a found brass cap monument;

Thence South 0° 27' 25" East along the east boundary of said N 1/2 a distance of 1323.13 feet to the southeast corner of the NE1/4 NE1/4, a found brass cap monument;

Thence North 89° 38' 17" West along the south boundary of said NE1/4 NE1/4 a distance of 1330.48 feet to the southwest corner of said NE1/4 NE1/4, a found brass cap monument;

Thence North 89° 38' 30" West along the north boundary of Tax Lot 24 a distance of 259.00 feet to the northwest corner of Tax Lot 24, a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

Thence South 7° 49' 59" East along the west boundary of Tax Lot 24 a distance of 214.18 feet to the **TRUE POINT OF BEGINNING**;

Thence North 50° 29' 40" West a distance of 161.57 feet;

Thence North 64° 07' 26" West a distance of 125.99 feet;

Thence North 41° 47' 35" West a distance of 196.17 feet;

Thence North 69° 58' 04" West a distance of 94.35 feet;

Thence North 78° 32' 51" West a distance of 154.04 feet;

Thence North 87° 00' 05" West a distance of 333.14 feet;

Thence South 81° 51' 18" West a distance of 130.61 feet;

Thence South $67^{\circ} 45' 01''$ West a distance of 84.47 feet;

Thence South $38^{\circ} 48' 29''$ West a distance of 93.38 feet;

Thence South $52^{\circ} 48' 35''$ West a distance of 56.70 feet to the **POINT OF TERMINUS** for this easement centerline.

[END OF DESCRIPTION]

PROMISSORY NOTE

\$275,000.00

Grangeville, Idaho

FOR VALUABLE consideration, CRAIG L. HEILMAN and JANET G. HEILMAN, as Trustees of the CRAIG and JANET HEILMAN LIVING TRUST, dated March 10, 2020, as Makers, do hereby promise to pay to the order of H GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife, as Holders, the principal sum of TWO HUNDRED SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$275,000.00), with no interest, to be paid as follows:

The entire outstanding unpaid balance under this Note shall be due and paid in full January 15, 2022.

No interest shall accrue on the unpaid principal balance of this Note so long as Makers are not in default under this Note. In the event Makers are in default, interest shall thereafter accrue on the unpaid principal balance of this Note at the rate of Twelve Percent (12%) per annum.

Makers shall have no right to prepay all or any portion of this Note before January 1, 2022, and Holders shall not have any obligation to accept any payment or prepayment tendered by Makers under this Note before January 1, 2022. On and after January 1, 2022, Makers may prepay all or any portion of this Note without penalty. All payments under this Note shall be first applied to any unpaid fees and charges under this Note, and then to unpaid accrued interest, and then to unpaid principal.

TIME IS OF THE ESSENCE under this Note. In the event any payment due under this Note remains unpaid, in whole or in part, more than thirty (30) days after the payment is due,

PROMISSORY NOTE - 1

Makers' Initials

CH *JGH*

LE
H.C.

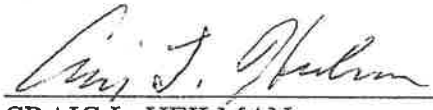
Holders may declare the entire outstanding unpaid balance under this Note immediately due and payable, and demand immediate payment thereof.

Presentment is hereby waived. Forbearance or failure to demand strict performance, or the acceptance of any late payment or late fees, by Holders shall not constitute a release of Makers or waiver of any remedy of Holders. All remedies of Holders shall be cumulative and non-exclusive. In the event of Makers' default under this Note, Makers shall pay all Holders' costs of collection, including but not limited to court costs and attorney fees. This Note is made, executed and is to be construed under the laws of the State of Idaho.

This Note is secured by a Deed of Trust of even date herewith encumbering certain real property of Makers situated in Idaho County, Idaho.

DATED this 3 day of August, 2021.

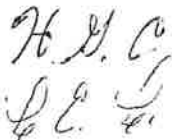
MAKERS:


CRAIG L. HEILMAN
Trustee


JANET G. HEILMAN
Trustee

PROMISSORY NOTE - 2

Makers' Initials CH



DEED OF TRUST

THIS DEED OF TRUST is made this 3 day of August, 2021, by and between the following parties, in their respective capacities and with the mailing addresses indicated below:

GRANTOR:

CRAIG L. HEILMAN and
JANET G. HEILMAN, as Trustees
of the CRAIG and JANET HEILMAN LIVING
TRUST
2012 W Canyon Dr,
Coeur d'Alene, ID 83815

BENEFICIARY:

H GLENN CHANDLER and
CAROLYN E. CHANDLER
692 Slate Creek Rd
White Bird, ID 83554

TRUSTEE:

IDAHO COUNTY TITLE COMPANY, INC.
319 W. Main Street
Grangeville, ID 83530

For good and valuable consideration, Grantor, CRAIG L. HEILMAN and JANET G. HEILMAN, as Trustees of the CRAIG and JANET HEILMAN TRUST, dated March 10, 2020, do hereby irrevocably GRANT, BARGAIN, AND CONVEY TO Trustee, Idaho County Title Company, Inc., an Idaho corporation, in trust, WITH THE POWER OF SALE, for the benefit of H GLENN CHANDLER and CAROLYN E. CHANDLER, husband and wife, as Beneficiary, that certain real property situate in Idaho County, State of Idaho, more particularly described as follows, to wit:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TOGETHER with all appurtenances, including but not limited to appurtenant easement and water rights, and all improvements and fixtures thereon;

TOGETHER with rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits;

Grantor hereby agrees and represents that the subject property is either a) real property located within an incorporated city or village at the time of making of this instrument; b) real property not exceeding eighty (80) acres not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or c) real property not exceeding forty (40) acres regardless of its use or location.

FOR THE PURPOSE of securing payment of the indebtedness evidenced by a Promissory Note, dated 3 August, 2021, executed by Grantor payable to the order of Beneficiary in the principal sum of TWO HUNDRED SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$275,000.00), the final payment thereon being due on January 15, 2022, and all obligations of Grantor in instruments collateral thereto, including this Deed of Trust, and to secure payment of all further sums as may hereafter be loaned, expended or advanced by Beneficiary to Grantor or on Grantor's behalf, while record owner of the present interest, for any purpose, and of any note or other instrument evidencing said indebtedness, together with interest thereon at the rate therein provided. Provided, however, that making of any such further loans, expenditures or advances to Grantor shall be optional with Beneficiary, and, provided further, that it is the intention of the parties that this Deed of Trust shall stand as a continuing obligation and security until paid for all such sums, together with interest thereon.

CEC
N.H.C.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

- (1) To keep said property in good condition and repair; not to remove or demolish any building, fixture or improvement thereon; to complete or restore promptly and in good and workmanlike manner any buildings, fixtures or improvements which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws effecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; to permit Trustee and Beneficiary, or the designated agents of either, to come upon and inspect said property for the purpose of determining compliance with the terms of this Deed of Trust and collateral agreements; not permit or suffer any liens or encumbrances to hereafter attach to the property, excepting liens for property taxes not yet due and payable, without the prior written consent of Beneficiary; and not sell, assign, pledge or convey the property, or any portion thereof or interest therein, without the prior written consent of Beneficiary.
- (2) To provide, maintain and deliver to Beneficiary, at Grantor's expense, a policy of fire insurance for all buildings, structures, improvements and fixtures on the property, satisfactory to and with loss payable to Beneficiary as lienholder, covering the buildings, structures, improvements and fixtures against loss or damage by fire, wind, hail and other insured hazards, in aggregate amount not less than the outstanding indebtedness secured by this Deed of Trust, and to provide proof of such insurance to Beneficiary, and requiring the insurer to provide Beneficiary of written notice within 10 days of any cancellation, non-renewal or material change in terms of coverage under the policy. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or part thereof to Grantor.
- (3) To appear in and defend any action or proceeding purporting to affect the property or security hereunder, or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in a reasonable sum, in any such action or proceedings in which Beneficiary or Trustee may appear.
- (4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.
- (5) To pay immediately all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the day of expenditure at legal interest rate.
- (6) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee are authorized to enter upon said property for such purposes; appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers pay necessary expenses, employ counsel and pay the reasonable fees thereof.

B. IT IS MUTUALLY AGREED THAT:

- (1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary to the extent Beneficiary's interest appears, who may apply or release such moneys received by the Beneficiary in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.
- (2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right



either to require payment when due of all other sums so secured or to declare default for failure so to pay.

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

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

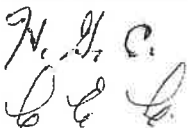
(5) As additional security, Grantor hereby gives and confers upon Beneficiary the right, power and authority, during the term of this Deed of Trust, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary or Beneficiary's designated agent, may at any time without notice, and without regard to adequacy of any security for the indebtedness secured hereby, enter upon and take possession of said property, or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

(6) Unless otherwise provided by the Promissory Note or other instrument creating any other indebtedness secured hereby, upon default by Grantor in payment of the Promissory Note or other indebtedness secured hereby, or in performance of any obligation hereunder, Beneficiary may declare all sums secured hereby immediately due and payable. Failure to elect such option by Beneficiary shall not be deemed or constitute a waiver of any default or right or remedy of Beneficiary. In the event of such default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. All remedies of Beneficiary under this Deed of Trust and as may otherwise be provided by law in the event of default by Grantor shall be cumulative and non-exclusive.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such a sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Beneficiary expressly reserves the right to seek a deficiency judgment to the extent permitted by law.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including assignees of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural, including but not limited to any reference to Grantor or Beneficiary.



(8) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party here to of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee or unless requested as provided by law. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Grantor at his address shown above.

(9) The Trusts created hereby are irrevocable by Grantor.

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

(11) In the event Grantor's default under this Deed of Trust, Grantor shall pay and reimburse Trustee and Beneficiary for all costs and expenses incurred by Trustee and Beneficiary by reason of said default, including but not limited to costs of any non-judicial or judicial foreclosure proceedings, attorney fees, court costs, fees for publication or service of any notice or legal process, title insurance fees, and document preparation and recording fees.

(12) This Deed of Trust is made and shall be construed under the laws of the State of Idaho.

(13) This is the entire agreement between the parties, and any and all prior and contemporaneous negotiations and agreements, oral and written, concerning the subject matter hereof are merged herein.

WHEREFORE the Grantor has executed this instrument effective the date first written above.

GRANTOR:


CRAIG L. HEILMAN
Trustee


JANET G. HEILMAN
Trustee

State of Idaho)
County of Idaho) : ss.

This record was acknowledged before me on 3 August, 2021, by CRAIG L. HEILMAN and JANET G. HEILMAN, as Trustees of the CRAIG and JANET HEILMAN LIVING TRUST, dated March 10, 2020.




Signature of notary public
My commission expires: 07/05/2023

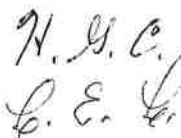


EXHIBIT 1

Parcel I:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the W $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ (the Northeast section corner of said Section 31), a found brass cap monument;
thence S 00°27'25" E along the East boundary of said NE $\frac{1}{4}$, 1323.13 feet to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;
thence N 89°38'17" W along the South boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1330.48 feet to the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;
thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of said Assessor's Tax No. 24, the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;
thence S 07°49'59" E along the West boundary of said Assessor's Tax No. 24, 309.00 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 07°49'59" W, 48.35 feet;
thence traversing said creek centerline as follows:
S 75°43'44" W, 270.85 feet;
N 49°16'19" W, 148.80 feet;
N 64°46'40" W, 239.66 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;
thence leaving said centerline bearing N 00°34'21" W, 385.22 feet to a point on the North boundary of the right of way for Slate Creek Road;
thence along said North boundary as follows:
S 86°26'54" E, 152.82 feet;
Southeasterly 193.92 feet along the arc of a curve to the right having a central angle of 22°00'08", a radius of 505.00 feet and a long chord bears S 75°26'51" E, 192.74 feet;
S 64°26'46" E, 229.68 feet to a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;
thence S 07°49'59" E, 55.07 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

Parcel II:

Township 27 North, Range 2 East, Boise Meridian, Idaho County, Idaho

Section 31: A parcel of land located in the N $\frac{1}{2}$, more particularly described as follows:

Commencing at the Northeast corner of said N $\frac{1}{2}$ (the Northeast section corner of said Section 31), a found brass cap monument;
thence S 00°27'25" E along the East boundary of said N $\frac{1}{2}$, 1323.13 feet to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;
thence N 89°38'17" W along the South boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1330.48 feet to the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, a found brass cap monument;
thence N 89°38'30" W along the North boundary of Assessor's Tax No. 24, 259.00 feet to the Northwest corner of Assessor's Tax No. 24, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;
thence N 07°49'59" W, 55.07 feet to a point on the North boundary of the right of way of Slate Creek Road, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence traversing said North right of way boundary as follows:

N 64°26'46" W, 229.68 feet;

Northwesterly 193.92 feet along the arc of a curve to the left having a central angle of 22°00'08", a radius of 505.00 feet and a long chord which bears N 75°26'51" W, 192.74 feet;

N 86°26'54" W, 152.82 feet to the True Point of Beginning, a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627;

thence S 00°34'21" E, 385.22 feet to a point on the centerline of Slate Creek, witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 63.40 feet;

thence traversing said centerline as follows:

N 64°46'40" W, 103.54 feet;

S 84°13'35" W, 466.36 feet;

N 88°31'40" W, 113.56 feet to a point witnessed by a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears N 00°34'21" W, 33.00 feet;

thence leaving said centerline bearing N 00°34'21" W, 306.80 feet to a point on the North right of way boundary for Slate Creek Road (from Record of Survey, Instrument No. 408824), a 5/8"x30" rebar set with a plastic cap stamped L.S. 3627 which bears bearing S 00°34'21" E, 55.50 feet;

thence N 64°18'18" E along said North right of way boundary, 68.83 feet;

thence Northeasterly 344.55 feet along said North right of way boundary following the arc of a curve to the right having a central angle of 29°14'48", a radius of 675.00 feet and a long chord which bears N 78°55'42" E, 340.82 feet;

thence S 86°26'54" E along said North boundary, 274.44 feet to the True Point of Beginning.

LESS: Slate Creek Road Right of by as described in Right of Way Deed, Instrument No. 279497 and corrected by Corrected Right of Way Deed, Instrument No. 390615, all records of Idaho County, Idaho.

[END OF DESCRIPTION]

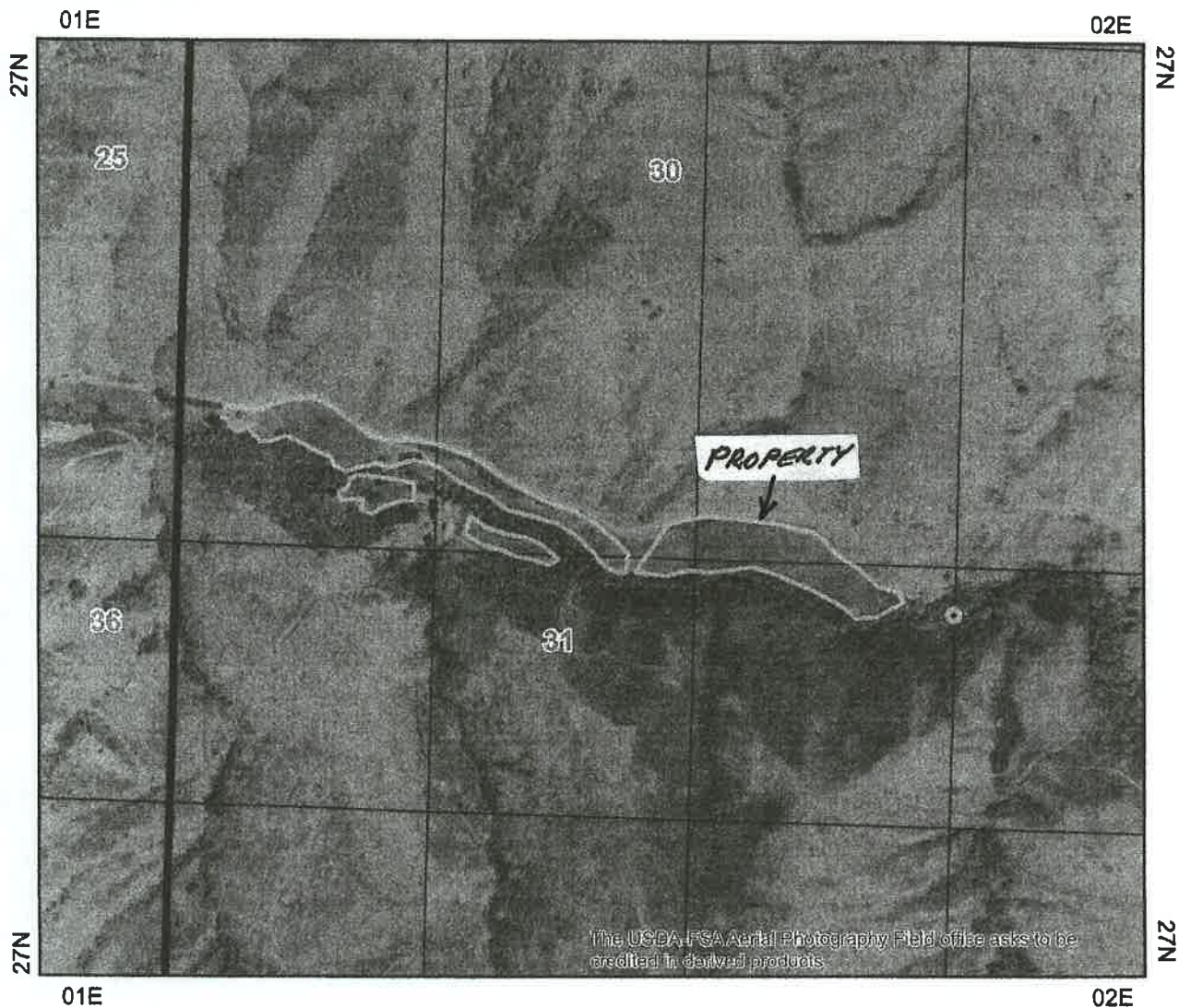
H. H. C.
D. E. D.

State of Idaho
Department of Water Resources

Water Right
79-4082

IRRIGATION

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



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

0 0.1 0.2 0.4 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 08, 2022

CRAIG & JANET HEILMAN LIVING TRUST
2012 W CANYON DR
COEUR D ALENE ID 83815-9072

Re: Change in Water Right Ownership: 79-4082 (Split into 79-4082 and 79-14295),

Dear Water Right Holder(s):

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

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

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 605-4629.

Sincerely,

Aaron Olson
Water Resource Agent

Enclosure(s) Proof report, Map



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 30, 2021

CRAIG AND JANET HEILMAN LIVING TRUST
2012 W CANYON DR
COEUR D'ALENE ID 83815-9072

RE: Water Right No(s): 79-4082

Dear Interested Parties:

The Department of Water Resources Western Office acknowledges receipt of your Notice of Change in Water Right Ownership.

Review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

_____ Water Right Number

_____ Filing Fee of \$25 per water right

 x Filing Fee of \$100 per water right for changes resulting from division of a water right

_____ Signature

_____ Notarized Signature for Assignment of Permit

_____ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

_____ Evidence of Security Interest: copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

_____ Security Interest Expiration Date

_____ Legal Description of Property

_____ Plat of Property or Survey Map usually on file with the county

_____ USDA Farm Service Agency (formerly ASCS) Aerial Photo with irrigated acres outlined and point(s) of diversion clearly marked

_____ Description of Portion of Water Right resulting from division of water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the total filing fee for your notice will be \$100. Partial payment of \$25 was received and the remaining \$75 is due to process the notice.

Because the Department cannot process the notice without the proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact our office at (208) 334-2190.

Sincerely,

Western Regional Office
Idaho Department of Water Resources