

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 23 2020

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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?
63-11326	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
split into	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
63-11326 +	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
63-34854	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Maurice Clements
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Travis Blaine Hulet
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 22846 State Hwy 78 Murphy ID 83650
Mailing address City State ZIP
- 208-250-3421 travishulet@hotmail.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: 9/5/19
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 # 63-11326

8. Signature: Travis Hulet Owner 1-23-20
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date 1-23-2020 Receipt No. C108255 Receipt Amt. \$100.00

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by [Signature] Date 1-27-2020

2019-041628

RECORDED

09/05/2019 01:54 PM

Recording Requested By and
When Recorded Return to:



00463495201900416280030034

Travis Blaine Hulet
22848 Highway 78
Murphy, ID 83650

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 SDUPUIS \$15.00
DEED
TIMBERLINE SURVEYING

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

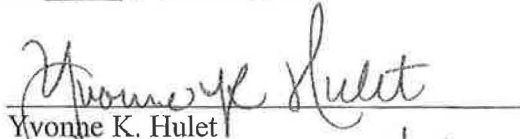
QUITCLAIM DEED

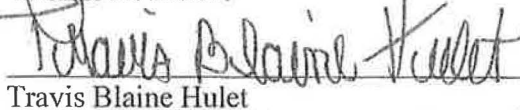
Yvonne K. Hulet, an unmarried woman, Travis Blaine Hulet, a married man, and Randy Allen Hulet, a married man, hereinafter collectively "Grantor," do release and forever quitclaim unto **Travis Blaine Hulet**, a married man, whose address is 22848 Highway 78, Murphy, Idaho 83650, hereinafter "Grantee," and to his heirs and assigns, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Canyon County, State of Idaho, to-wit:

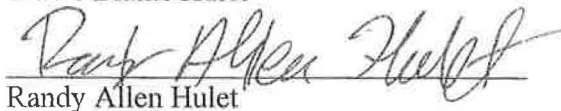
See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

WITNESS the hand of said Grantor this 10th day of July, 2019.


Yvonne K. Hulet

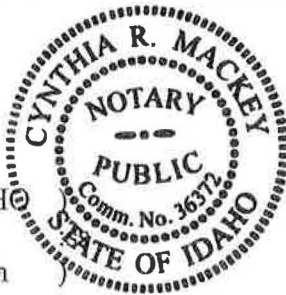

Travis Blaine Hulet


Randy Allen Hulet

STATE OF IDAHO)
:SS
County of Canyon)

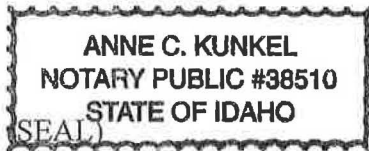
On this 10th day of July, 2019, before me, a Notary Public, personally appeared Yvonne K. Hulet, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)
STATE OF IDAHO
County of Ada



[Signature]
Notary Public for Idaho
Commission expires: 7/17/2019

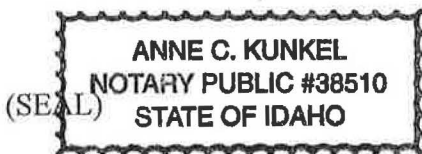
On this 5th day of July, 2019, before me, a Notary Public, personally appeared Travis Blaine Hulet, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Anne C. Kunkel
Notary Public for Idaho
Commission expires: 9.22.20

STATE OF IDAHO)
Ada :SS
County of Canyon)

On this 5th day of July, 2019, before me, a Notary Public, personally appeared Randy Allen Hulet, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Anne C. Kunkel
Notary Public for Idaho
Commission expires: 9.22.20

EXHIBIT A
LEGAL DESCRIPTION FOR
TRAVIS HULET
PARCEL 1

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 89°29'36" East with the distance between monuments found to be 1329.46 feet.

BEGINNING at Center Corner of said Section 30, Township 2 North, Range 2 West, Boise Meridia, Canyon County,

Thence along the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, South 00°47'30" West, to the Center South 1/16 Corner, a distance of 1,320.91 feet;

Thence leaving the East line and along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, North 89°30'36" West, a distance of 395.73 feet;

Thence leaving said South line, North 00°47'30" East, to a point on the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,321.02 feet;

Thence along said North line, South 89°29'36" East, a distance of 395.73 feet to the **POINT OF BEGINNING.**

Said Parcel containing 522,743 square feet or 12.00 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



2019-041633

RECORDED

09/05/2019 01:54 PM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:



00463500201900416330110110

Varin Wardwell LLC
Attn: Anne C. Kunkel
242 North 8th Street, Suite 220
Boise, Idaho 83702

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=11 SDUPUIS \$40.00
EASEMENT
TIMBERLINE SURVEYING

(Space Above For Recorder's Use)

WELL SHARING AND IRRIGATION EASEMENT AGREEMENT

This Well Sharing and Irrigation Easement Agreement ("Agreement") is made effective this 10th day of July, 2019, by and between Yvonne K. Hulet ("Grantor"), and Randy Allen Hulet and Travis Blaine Hulet (each a "Grantee" and collectively the "Grantees"). The Grantor and each Grantee are each a "Party" and are referred to collectively as the "Parties."

RECITALS:

WHEREAS, the Parties are currently owners as tenants in common of that certain real property in Canyon County, Idaho, more fully described in Exhibit A hereto (the "Original Property");

WHEREAS, the Parties have agreed to partition the Original Property;

WHEREAS, upon partition, Grantor will be the owner of that certain real property in Canyon County, Idaho, more fully described in Exhibit B hereto ("Grantor's Property");

WHEREAS, upon partition, Grantee Randy Hulet will be the owner of that certain real property in Canyon County, Idaho, more fully described in Exhibit C hereto, and Grantee Travis Hulet will be the owner of that certain real property in Canyon County, Idaho, more fully described in Exhibit D hereto (each a "Grantee's Property" and collectively the "Grantees' Properties");

WHEREAS, the Original Property has an appurtenant water right serialized by the State of Idaho as water right 63-11326 (the "Water Right");

WHEREAS, Grantees will need to continue obtaining water for irrigation of the Grantees' Properties from a particular groundwater well and associated pump, motor, casing, panel, and service pole located on property adjacent to Grantor's Property (collectively, the "Well");

WHEREAS, Grantees will also need to continue receiving surface water and Well water through an existing irrigation ditch and pipeline that crosses Grantor's Property (such Well, ditch, and pipeline being hereinafter referred to as the "Irrigation System");

WHEREAS, pursuant to that certain Warranty Deed dated October 18, 2011, and recorded in the real property records of Canyon County as Instrument No. 201104145, the prior owner of the Original Property granted an easement for the Irrigation System and assigned its interests in the Well to Grantor and Grantees herein;

WHEREAS, the Parties acknowledge and agree that no agreement exists among them governing their relative rights and responsibilities as to the Well and Irrigation System;

WHEREAS, the Parties desire to enter into an agreement establishing their relative rights and responsibilities with respect to the Well and Irrigation System; and

WHEREAS, Grantor desires to grant and Grantees desire to receive an easement across Grantor's Property to access and utilize the Irrigation System for the irrigation of the Grantees' Properties, subject to the terms and conditions outlined hereafter.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant.** Grantor hereby grants to Grantees an easement across Grantor's Property for the use of, access to, and conveyance of water through the Irrigation System. This Agreement does not in any way prevent, prohibit, or restrict Grantor's right to utilize the Well for the benefit of Grantor's Property.
2. **No Warranty.** Grantor makes no representations or warranties, express or implied, regarding the compliance status of the Well, or the quality of the water supply available from the Well, and this Agreement does not require Grantor to supply water of a particular quality to Grantee.
3. **Allocation of responsibilities.** Grantor shall remain responsible for coordinating the operation, maintenance, and repair of the Well and Irrigation System, and the payment of any fees, utility bills, repair or maintenance expenses which have been approved by the Grantees prior to commencing any repair or maintenance, or other expenses related to the Well ("Well Expenses"), subject to (a) Section 4 below, and (b) the requirement under state law that any new water right owner must notify the state of the ownership change and pay the required fee. Grantor shall operate the Well and the Irrigation System as one unified system for the mutual benefit and irrigation of the Grantor's Property and the Grantees' Properties.
4. **Consideration.** In consideration for the continued use of the Well, each Grantee agrees to reimburse Grantor for its share of Well Expenses, based upon the proportion the number of acres each Grantee Property is authorized to irrigate bears to the total number of acres authorized for irrigation pursuant to the Water Right or its actual use as a proportion of the total use of water from the Well, in the event the Properties are no longer irrigated as a single unified system. Each Grantee shall reimburse Grantor for its share of Well Expenses within thirty (30) days of Grantor's presentment of written documentation of such Well Expenses to the Grantee. However, Grantor waives the right to reimbursement for any Well Expense not presented to a Grantee within one (1) year of Grantor's receipt of the associated bill or invoice.
5. **Future changes.** Each Grantee shall have the right, at its own discretion, to install its own groundwater well in order to irrigate its Grantee's Property pursuant to the Water Right. A Grantee making such election shall provide prior written notice of such intent to the other Parties, and shall be responsible for any and all costs associated with the drilling of the new well and any necessary regulatory approvals. Once such replacement well has been completed, any necessary regulatory approvals have been granted, and the Grantee Property is no longer utilizing the Well, the Grantee shall sign and record a notice terminating this Agreement as to that particular Grantee's use of the Well only (and not the rest of the Irrigation System). Nothing in this Section 5 requires a Grantee to drill a replacement well. This Section 5 only

applies to a Grantee's discretionary decision to drill a replacement well for its use of the Well as defined herein, and shall not apply to or prevent a Grantee's drilling of a well within that Grantee's Property for a different use or pursuant to a different water right.

6. Indemnification. Each Party agrees to indemnify, defend and hold the other Parties, and their successors, assigns, and agents, harmless from any and all claims, liabilities, losses, costs, charges, or expenses that arise from the indemnifying Party's use of the Well (or use by the indemnifying Party's respective customers, agents, invitees, or representatives).

7. Running of Benefits and Burdens. All of the requirements, obligations, and covenants contained herein shall be a burden on the Grantor Property and shall be appurtenant to and for the benefit of the Grantee's Property and shall run with the land. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Grantor Property or the Grantees' Properties shall be conclusively deemed to have consented to every provision within this Agreement.

8. Successors and Assigns. This Agreement shall be recorded in the real property records of Canyon County, Idaho, and shall inure to the benefit of and be binding upon the Parties hereto, their tenants, subtenants, agents, licensees, customers, invitees, successors and assigns, upon any person acquiring any of the Properties that are the subject of this Agreement, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

9. Counterparts. This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.

10. Remedies. In the event of a breach hereunder by any Party, the non-breaching Party(ies) shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing Party(ies) shall be entitled to recover its/their costs incurred therein, including reasonable attorneys' fees, costs, and disbursements. This Agreement shall be interpreted pursuant to the law of the state of Idaho, and venue for any actions to enforce or interpret this Agreement shall be in Canyon County, Idaho.

11. Headings. Headings in this Agreement are provided for convenience only and shall not affect the interpretation or construction of this Agreement.

12. Modifications. Modifications to this Agreement shall be made in a writing signed by all Parties hereto.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the use of the Well and supersedes any prior agreement or understanding that may have existed.

14. Severability. A holding by a court that any provision in this Agreement is unenforceable or void shall not affect the remaining provisions in this Agreement, which shall remain in full force and effect.

15. Further Assurances. Each Party, upon receipt of written notice from the other Party(ies), shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

16. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantor: Yvonne Hulet
1912 W. Bear Creek Dr.
Nampa, Idaho 83686

Grantee: Randy Hulet
2198 West Beige Street
Kuna, Idaho 83634

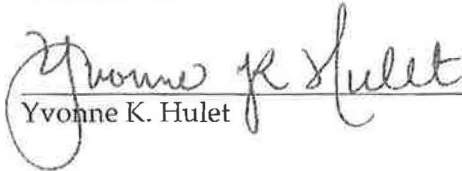
Grantee: Travis Hulet
22846 Highway 78
Murphy, Idaho 83650

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

GRANTOR:


Yvonne K. Hulet

GRANTEE:


Randy Allen Hulet

GRANTEE:


Travis Blaine Hulet

STATE OF IDAHO)
) ss.
County of Canyon)

On this 10th day of July, 2019, before me, a Notary Public, personally appeared **Yvonne K. Hulet**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

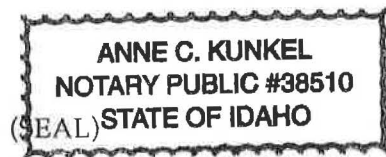
(SEAL)



[Signature]
Notary Public for Idaho
My Commission Expires: 7/17/2019

STATE OF IDAHO)
) ss.
County of Ada)

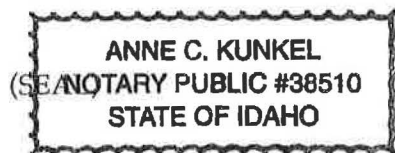
On this 5th day of July, 2019, before me, a Notary Public, personally appeared **Randy Allen Hulet**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for Idaho
My Commission Expires: 9.22.20

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of July, 2019, before me, a Notary Public, personally appeared **Travis Blaine Hulet**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for Idaho
My Commission Expires: 9.22.20

EXHIBIT A

("Original Property")

Parcel 2

A parcel of land being a portion of Government Lot 3 and all of the Northeast Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

BEGINNING at a 5/8 inch rebar in the centerline of Rim Road which marks the northwest corner of said Government Lot 3 (West 1/4 corner of said Section 30); thence

South 89° 26' 06" East, 1,352.59 feet along the North line of said Government Lot 3 to a 5/8 inch rebar set at the Northeast corner of said Government Lot 3; thence

South 89° 26' 06" East; 1,329.25 feet along the North line of said Northeast Quarter of the Southwest Quarter to a 5/8 inch rebar found at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center 1/4 corner); thence

South 00° 50' 43" West, 1,320.81 feet along the East line of said Northeast Quarter of the Southwest Quarter to a 5/8 inch rebar found at the Southeast corner of same, in the approximate centerline of Alamo Road; thence

North 89° 27' 13" West, 1,326.06 feet along the South line of said Northeast Quarter of the Southwest Quarter (approximate centerline) to a PK nail found at the Southwest corner of same, said point also marked by a 5/8 inch rebar witness corner found 25.00 feet Southerly of said point; thence

North 89° 27' 13" West, 1,048.86 feet along the South line of said Government Lot 3 to a 5/8 inch rebar set in the South edge of the asphalt of said Alamo Road; thence

North 00° 37' 55" East, 690.21 feet to a 5/8 inch rebar; thence

North 89° 22' 05" West, 302.00 feet to a 5/8 inch rebar set in the West line of said Government Lot 3; thence,

North 00° 37' 55" East, 631.00 feet along said West line (centerline of said Rim Road) to the POINT OF BEGINNING,

EXHIBIT B

("Grantor's Property")

**LEGAL DESCRIPTION FOR
YVONNE HULET
PARCEL 3**

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 89°29'36" East with the distance between monuments found to be 1329.46 feet.

BEGINNING at a point on the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, Township 2 North, Range 2 West, Boise Meridian from which the Center 1/4 Corner of said Section 30 bears South 89°29'36" West a distance of 791.46 feet;

Thence leaving said North line, South 00°47'30" West, to a point on the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,321.14 feet;

Thence along said South line, North 89°30'36" West, to the Southwest 1/16 Corner a distance of 532.10 feet;

Thence leaving said South line and along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 30, North 00°32'11" East, to the Center West 1/16 Corner of said Section 30, a distance of 1,321.27 feet;

Thence along the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, South 89°29'36" East, a distance of 537.99 feet to the **POINT OF BEGINNING**.

Said Parcel containing 706,899 square feet or 16.23 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



LEGAL DESCRIPTION FOR
YVONNE HULET
REMAINDER GOVERNMENT LOT 3

A parcel of land located in Government Lot 3 of Section 30, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 89°29'36" East with the distance between monuments found to be 1329.46 feet.

BEGINNING at the Center West Corner of said Section 30, Township 2 North, Range 2 West, Boise Meridian from which the Center 1/4 Corner of said Section 30 bears South 89°29'36" West a distance of 1329.46 feet;

Thence along the East line of Government Lot 3 of said Section 30, South 00°32'11" West, to the Southwest 1/16 Corner of said Section 30, a distance of 1,321.27 feet;

Thence leaving said East line and along the South line of Government Lot 3 of said Section 30, North 89°30'35" West, a distance of 1,051.46 feet;

Thence leaving said South line, North 00°34'15" East, a distance of 690.66 feet;

Thence North 89°25'45" West, to a point on the West line of Government Lot 3 of said Section 30, a distance of 302.03 feet;

Thence along said West line, North 00°34'01" East, to the West 1/4 Corner of Government Lot 3 of said Section 30, a distance of 630.62 feet;

Thence leaving said West line and along the North line of Government Lot 3 of said Section 30, South 89°29'29" East, a distance of 1,352.73 feet to the **POINT OF BEGINNING**.

Said Parcel containing 1,579,445 square feet or 36.26 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



EXHIBIT C

("Grantee's Property"—Randy Hulet)

**LEGAL DESCRIPTION FOR
RANDY HULET
PARCEL 2**

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 89°29'36" East with the distance between monuments found to be 1329.46 feet.

BEGINNING at a point on the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, Township 2 North, Range 2 West, Boise Meridian from which the Center 1/4 Corner of said Section 30 bears South 89°29'36" West a distance of 395.73 feet;

Thence leaving said North line, South 00°47'30" West, to a point on the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,321.02 feet;

Thence along said South line, North 89°30'36" West, a distance of 395.73 feet;

Thence leaving said South line, North 00°47'30" East, to a point on the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,321.14 feet;

Thence along said North line, South 89°29'36" East, a distance of 395.73 feet to the **POINT OF BEGINNING.**

Said Parcel containing 522,788 square feet or 12.00 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



EXHIBIT D

("Grantee's Property"—Travis Hulet)

**LEGAL DESCRIPTION FOR
TRAVIS HULET
PARCEL 1**

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 89°29'36" East with the distance between monuments found to be 1329.46 feet.

BEGINNING at Center Corner of said Section 30, Township 2 North, Range 2 West, Boise Meridia, Canyon County,

Thence along the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, South 00°47'30" West, to the Center South 1/16 Corner, a distance of 1,320.91 feet;

Thence leaving the East line and along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, North 89°30'36" West, a distance of 395.73 feet;

Thence leaving said South line, North 00°47'30" East, to a point on the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,321.02 feet;

Thence along said North line, South 89°29'36" East, a distance of 395.73 feet to the **POINT OF BEGINNING**

Said Parcel containing 522,743 square feet or 12.00 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

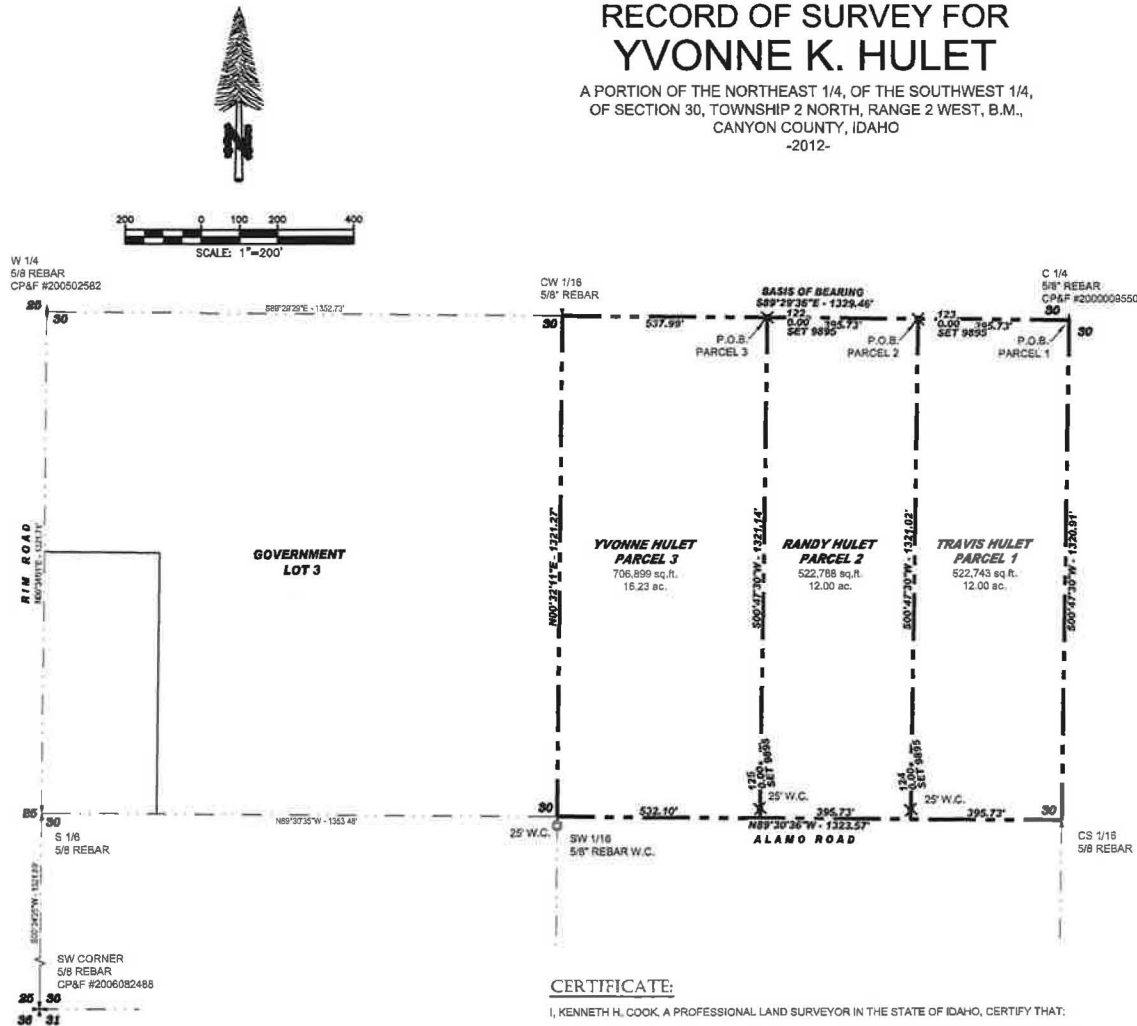
END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



RECORD OF SURVEY FOR YVONNE K. HULET

A PORTION OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4,
OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 2 WEST, B.M.,
CANYON COUNTY, IDAHO
-2012-



LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/16 COR. MONUMENT AS NOTED
- SET 1/2" REBAR W/ CAP "KHC PLS 9895"
- FOUND 5/8" REBAR AS NOTED
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- W.C. WITNESS CORNER
- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- TIE LINE

RECORD DATA

ROS INST. No. 2004058827
ROS INST. No. 2011040849
ROS INST. No. 2015011612
ROS INST. No. 2018038611

BASIS OF BEARING:

THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN, DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 89°29'36" EAST WITH THE DISTANCE BETWEEN MONUMENTS FOUND TO BE 1329.46 FEET.

CERTIFICATE:

I, KENNETH H. COOK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF YVONNE K. HULET.
- THE LANDS SURVEYED LIE WITHIN SECTION 30, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON JANUARY 2019.
- THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE 55-1601 THROUGH 55-1612.

KENNETH H. COOK

P.L.S. 9895

DISCLAIMER

Timberline Surveying assumes no responsibility for present or future compliance or noncompliance of any ordinance to include building permits or the issuance thereof.





100 10th Avenue South / Nampa, Idaho
83651 / (208) 466-6100

201106492

WARRANTY DEED

For Value Received **M L C Co, LLP, a limited partnership**

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

Blaine
T.H. YKH
R.A.H.
Jay Hulet and Yvonne K. Hulet, husband and wife as to 78.37% and April LeAnn Tyson, a married woman as to 7.21%, and Travis Blaine Hulet, a married man as to 7.21% , and Randy Allen Hulet, a married man as to 7.21%

is hereinafter referred to as Grantee, whose current address
22941 State Hwy 78, Murphy, ID 83450
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Together with the easement described in Exhibit "B" attached hereto and as shown on the Survey map attached.

Together with the well, pump, motor, casing, panel and service pole located and described on said Exhibit "B".

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, including irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 18, 2011

M L C Co, LLP

Maurice L. Clements Partner
Maurice L. Clements, Partner

State of Idaho

ss.

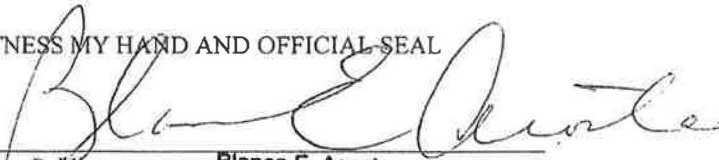
County of Canyon

On this 18th day of October, 2011, before me, the undersigned, a Notary Public, in and for said State, personally appeared Maurice L. Clements, known to me, and/or identified to me on the basis of satisfactory evidence, to be the partner of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

Notary Public
Residing at:
Commission Expires:


Blanca E. Acosta
Residing in Nampa, Idaho
My Commission Expires 9/16/2017

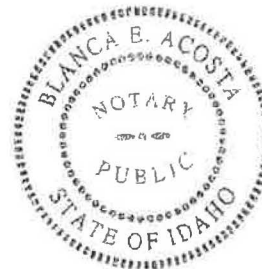


EXHIBIT A

1.
1.

Parcel 2

A parcel of land being a portion of Government Lot 3 and all of the Northeast Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

BEGINNING at a 5/8 inch rebar in the centerline of Rim Road which marks the northwest corner of said Government Lot 3 (West 1/4 corner of said Section 30); thence

South 89° 26' 06" East, 1,352.59 feet along the North line of said Government Lot 3 to a 5/8 inch rebar set at the Northeast corner of said Government Lot 3; thence

South 89° 26' 06" East, 1,329.25 feet along the North line of said Northeast Quarter of the Southwest Quarter to a 5/8 inch rebar found at the Northeast corner of said Northeast Quarter of the Southwest Quarter (center 1/4 corner); thence

South 00° 50' 43" West, 1,320.81 feet along the East line of said Northeast Quarter of the Southwest Quarter to a 5/8 inch rebar found at the Southeast corner of same, in the approximate centerline of Alamo Road; thence

North 89° 27' 13" West, 1,326.06 feet along the South line of said Northeast Quarter of the Southwest Quarter (approximate centerline) to a PK nail found at the Southwest corner of same, said point also marked by a 5/8 inch rebar witness corner found 25.00 feet Southerly of said point; thence

North 89° 27' 13" West, 1,048.86 feet along the South line of said Government Lot 3 to a 5/8 inch rebar set in the South edge of the asphalt of said Alamo Road; thence

North 00° 37' 55" East, 690.21 feet to a 5/8 inch rebar; thence

North 89° 22' 05" West, 302.00 feet to a 5/8 inch rebar set in the West line of said Government Lot 3; thence,

North 00° 37' 55" East, 631.00 feet along said West line (centerline of said Rim Road) to the POINT OF BEGINNING,

ME
AT SJW
T.B.H. R.A.H.

EXHIBIT B

Description of: Irrigation Easement Maurice Clements October 17, 2011
Page 1 of 2 Pages

An easement for an irrigation ditch and pipeline, and for an irrigation well, located in PARCEL 1 in Government Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 30, T.2 N., R.2 W., B.M., Canyon County, Idaho, and serving PARCEL 2 (remainder of Govt Lot 3 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 30) said easement being more particularly described as follows:

Commencing at a 5/8 inch rebar in the centerline of Rim Road which marks the northwest corner of said Government Lot 3 (west 1/4 corner of said Section 30); thence, S.00°37'55"W., 631.00 feet along said west line (centerline of said Rim Road) to the northeast corner of said PARCEL 1; thence, S.89°22'05"E., 72.62 feet along the north line of said PARCEL 1 to the **POINT OF BEGINNING**; thence,

S.89°22'05"E., 10.83 feet along said north line of PARCEL 1; thence,

S.21°59'48"E., 278.35 feet through said PARCEL 1 approximately 5 feet east of a buried pipe; thence,

S.00°17'06"E., 320.04 feet along said approximately 5 feet east line to a point in a line approximately 5 feet northerly of a concrete ditch; thence, along said approximately 5 feet northerly line,

Southeasterly, along a non-tangent curve to the right having a radius of 285.00 feet, an arc length of 34.76 feet, a central angle of 6°59'14", a chord bearing of S.70°19'50"E., and a chord distance of 34.73 feet to a point of tangency; thence,

S.66°50'13"E., 79.57 feet along said approximately 5 feet northerly line to a point in the east line of said PARCEL 1; thence,

S.00°37'55"W., 10.83 feet along the east line of said PARCEL 1 to a point in a line approximately 5 feet southerly of said concrete ditch; thence,

N.66°50'13"W., 83.72 feet along said approximately 5 feet southerly line to a point of curvature; thence, along said line,

Northwesterly, along a curve to the left having a radius of 275.00 feet, an arc length of 127.83 feet, a central angle of 26°37'57", a chord bearing of N.80°09'11"W., and a chord distance of 126.68 feet to a point of tangency; thence,

S.86°31'50"W., 74.82 feet along said approximately 5 feet southerly line to a point in the east right of way line of Rim Road; thence,

N.00°37'55"E., 230.34 feet along said right of way line (25.00 feet east of the west line of said PARCEL 1, being the centerline of said Rim Road); thence,

Continued on Page 2

S.89°53'27"E., 28.20 feet along a line that is 20 feet northerly of an existing irrigation well; thence,

S.00°06'33"W., 40.00 feet along a line that is 20 feet easterly of said irrigation well; thence,

N.89°53'27"W., 18.56 feet along a line that is 20 feet southerly of said well; thence.

S.00°37'55"W., 179.69 feet along a line parallel with and 10 feet easterly of the easterly right of way line of said Rim Road to a point in a line approximately 5 feet northerly of a concrete ditch; thence,

N.86°31'50"E., 64.08 feet along said approximately 5 feet northerly line to a point of curvature; thence, along said approximately 5 feet northerly line,

Southeasterly, along a curve to the right having a radius of 285.00 feet an arc length of 87.35 feet, a central angle of 17°33'35", a chord bearing of S.84°41'23"E., and a chord distance of 87.00 feet to a point in a line approximately 5 feet westerly of a buried pipe; thence,

N.00°17'06"W., 315.36 feet along said approximately 5 feet westerly line; thence.

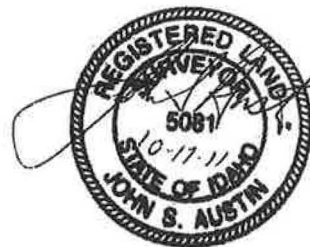
N.21°59'48"W., 280.60 feet along said approximately 5 feet westerly line to the **POINT OF BEGINNING**,

said irrigation easement containing 11,769 square feet or 0.270 acres, more or less.

~~Said easement is not exclusive, but for the use of both PARCEL 1 and PARCEL 2 in the normal irrigation for each parcel.~~

Prepared by: John S. Austin
Idaho PLS 5081

BJH
T.B.H. *R.A.H.* *Aut* *YKH*



SECTION 30, T.2 N., R.2 W.

W1/4 COR SEC 30
FND 5/8 REBAR - PLASTIC CAP
T-0 CP&F 200502582

C-W 1/16 COR
RESET 5/8 PIN PER SKINNER
ROS # 9615483 (1998)

C1/4 COR SEC 30
FND 5/8 REBAR - PLASTIC CAP
J.U.B.

W1/4 COR SEC 30
FND 5/8 REBAR - PLASTIC CAP
T-0

LEGEND

- FOUND 5/8 INCH REBAR
- SET 5/8 INCH REBAR
- FND PK NAIL
- (100.00') RECORD DATA

NO	LENGTH	RADIUS	DELTA	CH BEARING	DISTANCE
C1	34.78	285.00	63°8'14"	S70°12'50"E	34.73
C2	127.83	275.00	26°37'57"	N80°08'11"W	126.68
C3	87.35	285.00	17°33'25"	S84°41'23"E	87.00

CERTIFICATE OF SURVEYOR

I, JOHN S. AUSTIN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO; THAT THIS MAP WAS DRAWN USING NOTES TAKEN DURING A SURVEY MADE UNDER MY SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY; & THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TITLE 55, CHAPTER 16, CORNER PERPETUATION AND PLUNG, AND CHAPTER 19, RECORDING OF SURVEYS, OF THE IDAHO STATE CODE.

JOHN S. AUSTIN
P.L.S. 5081



RECORD OF SURVEY FOR MAURICE CLEMENTS PARCELS OF LAND IN

GOV'T LOT 3 AND THE NEW SW1/4 OF SECTION 30,
T.2 N., R.2 W., B.M., CANYON CO. IDAHO

SCALE: 1" = 200'
DATE: 9/14/2011

JOHN AUSTIN
SURVEYING
10636 CRANBERRY ST
BOISE, ID 83713
208-377-9508

INDEX NO - 224-30-3-4-0-0-0



Pioneer Title Co.

GOING BEYOND

100 10th Avenue South / Nampa, Idaho 83651 / (208) 466-6100

SUPPLEMENTAL ESCROW INSTRUCTIONS
TO PIONEER TITLE COMPANY

These supplemental Instructions are made a part of and incorporated into those certain instructions executed under Escrow No. 201106492 by the parties thereto. They are intended to supplement said instructions, and unless specifically set out herein, do not negate, void, or amend the terms, conditions, and provisions contained in said instructions.

The terms and conditions of the Purchase Agreement executed by the Parties have been met or waived, and the escrow agent is instructed to close this escrow upon its ability to meet the terms set out in these instructions without regard to or liability for the completion of any of the terms.

The parties agree that any transfer of leases, well rights and rent on crops will be handled between the parties outside this escrow. There is to be no proration of taxes or irrigation made through escrow, the seller shall be responsible for payment of the year 2011.

The parties agree and instruct Pioneer Title Company to add the following verbiage to the warranty deed:

Together with the easement described in Exhibit "B" attached hereto and as shown on the Survey Map attached.

Together with the well, pump, motor, casing, panel and service pole located and described on said Exhibit "B".

We hereby agree to hold Pioneer Title Company harmless from any loss or liability which may arise as a result of adding said verbiage. Pioneer Title Company has requested that we seek the advice and counsel of an attorney at our own expense and choosing regarding said verbiage.

Furthermore the parties agree the sales price of \$382,410.00 has been verified by the undersign parties.

The buyer herein has waived the request to have the additional title and or extended owner's title insurance and understand that it will not be issued.

Date: October 18, 2011

ML *Ant*
JKH *5/9%*
R.A.H. T.B.H.

Pioneer 1031 Company FBO Blaine Jay Hulet and
Yvonne K. Hulet, as to 78.37%

Blaine Jay Hulet
Yvonne K. Hulet
Pioneer 1031 Company FBO Blaine Jay Hulet and
Yvonne K. Hulet, as to 78.37%

MLC Co, LLP

Maurice L. Clements
Maurice L. Clements, Partner
Partner

April LeAnn Tyson as to 7.21%

April LeAnn Tyson

Travis Blaine Hulet, as to 7.21%

Travis Blaine Hulet

Randy Allen Hulet, as to 7.21%

Randy Allen Hulet

Accepted and acknowledged:
PIONEER TITLE COMPANY

BY:

Blanca Acosta
Blanca Acosta
Escrow Officer



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 27, 2020

TRAVIS BLAINE HULET
22846 STATE HWY 78
MURPHY ID 83650

Re: Change in Water Right Ownership: 63-11326 (Split into 63-11326 and **63-34854**)

Dear Water Right Holder(s):

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

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

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: M L CLEMENTS