Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
MAY 23 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-16957	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16959	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16961	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-14193	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: James Sirucek and Karen J. Sirucek
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael James Sirucek
New owner(s) as listed on the conveyance document — Name connector ☐ and ☐ or ☐ and/or

472 South 1000E — Mailing address
JEROME — City
Id — State
83338 — ZIP
208-731-5463 — Telephone
gjahnene@yahoo.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: July 14, 2015.

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 # 36-14193

8. Signature: [signature] — Signature of new owner/claimant; Title, if applicable; Date 5-17-19

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

SCANNED
JAN 10 2020

For IDWR Office Use Only:

Receipted by AI / DM — Date 5/23/19 — Receipt No. S037340 — Receipt Amt. $75-

8-28-2019 — S037521 — $25-

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 DM — Date 5-29-2019 & 8/30/2019

Instrument # 2192498
JEROME COUNTY, JEROME, IDAHO
05-17-2019 03:45:26 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - JEROME
MICHELLE EMERSON Fee: $15.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

GRANT DEED

THIS INDENTURE, made this 16th day of May, 2019, by and between JAMES SIRUCEK and KAREN J. SIRUCEK, Co-Trustees of THE JAMES AND KAREN SIRUCEK TRUST, U/A dated July 14, 2015, Grantor, and MICHAEL JAMES SIRUCEK, a married man as his sole and separate property, Grantee, whose address is 472 A South 1000 East, Jerome, Idaho 83338.

WITNESSETH:

The Grantor for good and valuable consideration does by these presents, grant, bargain, sell and convey unto the Grantee the following described real property, to-wit:

> Township 9 South, Range 18 East of the Boise Meridian, Jerome County, Idaho.
>
> Section 14: NW¼; N½SW¼; W½NE¼; NW¼SE¼;
>
> Section 11: SW¼, EXCEPTING THEREFROM that portion deeded to the Oregon Short Line Railroad Company by Deed recorded August 11, 1913 in Book 21 Page 244 as Instrument No. 32253, Jerome County records.
>
> That part of the SW¼SE¼ lying South of the Oregon Short Line Railroad right of way.

Together with the following described water rights: 150.3700 shares of North Side Canal Company Water Certificate No.: 21500; Waste Water Right No. 36-16957; Waste Water Right No. 36-16959; and Waste Water Right No. 36-16961.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, along with Grantee paying all accruing taxes and assessments as agreed to by the parties above;

ALSO SUBJECT TO the following: the easement for Public Utilities granted to Idaho Power Company, a corporation, recorded May 23, 2003 as Instrument No. 2033145; terms, conditions, easements and, obligations, if any contained in Addendum to Current Property and Support Agreement by and between Michael J. Sirucek and Becky L. Sirucek, recorded December 9, 2014, as Instrument No. 2144473; terms, conditions, easements and, obligations, if any, contained in Property Settlement Agreement by and between Becky Larae Sirucek and Michael James Sirucek dated August 11, 2015, recorded September 8, 2015 as Instrument No. 2153451; the right-of-way or easement of 1000 East; and the Statement and Notice of Claim of Lien of Lance Sirucek in the amount of for buildings, fixtures, foundation and improvements recorded February 1, 2019 as Instrument No. 2190424.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by the co-trustees the day and year first above written.

THE JAMES AND KAREN SIRUCEK TRUST,
U/A dated July 14, 2015

By _____
JAMES SIRUCEK, Co-Trustee

By _____
KAREN J. SIRUCEK, Co-Trustee

STATE OF IDAHO)
) ss.
County of ~~Twin Falls~~ Jerome)

On this 16th day of May, 2019, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared JAMES SIRUCEK and KAREN J. SIRUCEK, known or identified to me to be the persons whose names are subscribed to the within instrument as Co-Trustees of the JAMES AND KAREN SIRUCEK TRUST, U/A dated July 14, 2015, and acknowledged to me that they executed the same in their capacities as said Co-Trustees.

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

NOTARY PUBLIC
Residing at Twin Falls ID
My Commission Expires 2/5/2020

CELIA ALLEN
COMMISSION NO. 63031
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 2/5/2020

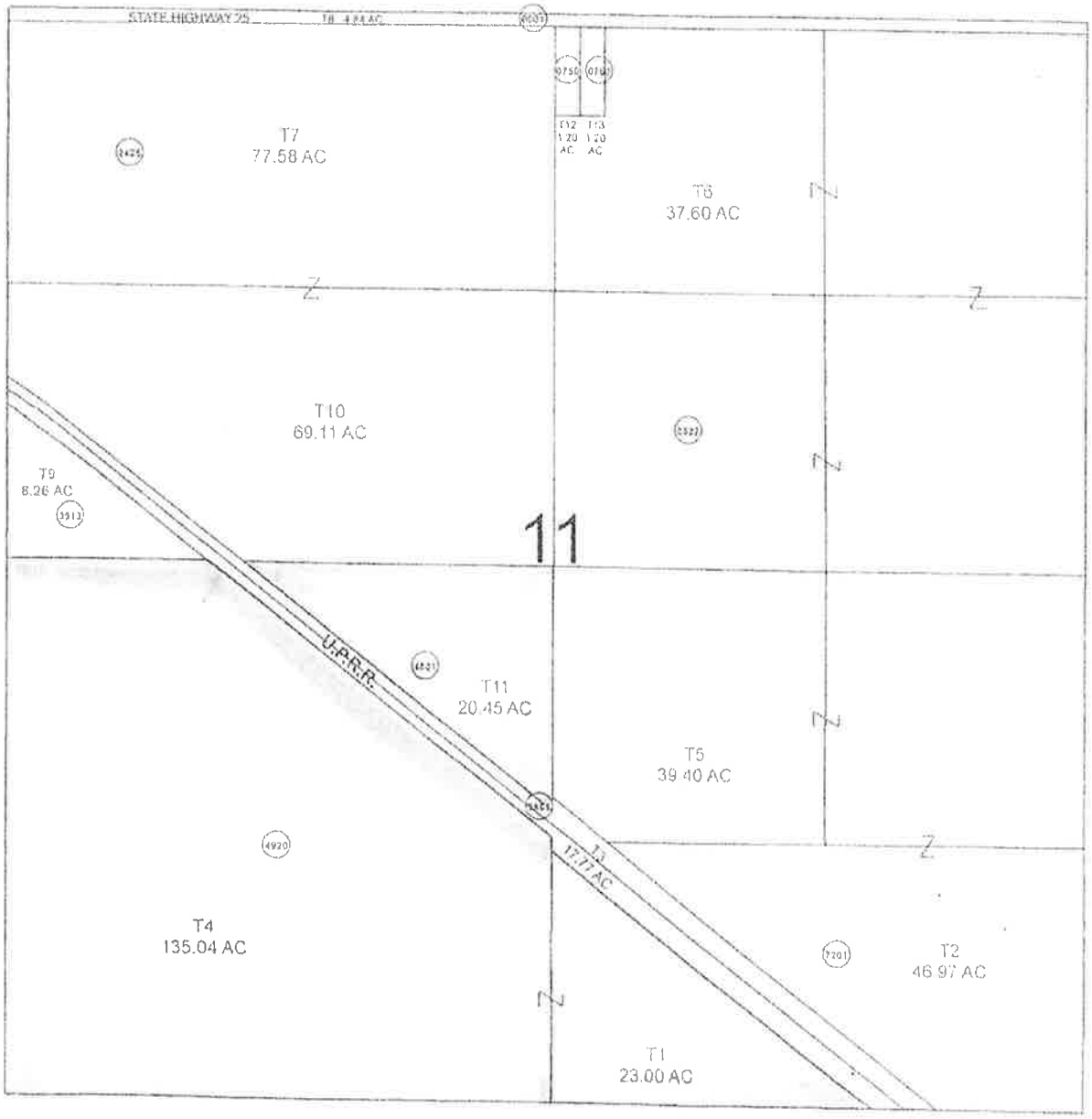
SECTION 14
TOWNSHIP 09 SOUTH RANGE 18 EAST
JEROME COUNTY IDAHO

We have taken extreme care to insure accuracy.
However, we assume no responsibility for errors or ommissions.
These maps are intended for assessment purposes only
and are not to be used as a legal document.
All canals and ditches are approximated from aerial maps.

N

DATE PRINTED 01/09/2009
TRACY L. PERKINS
JEROME COUNTY ASSESSORS OFFICE

SECTION 11
TOWNSHIP 09 SOUTH RANGE 18 EAST
JEROME COUNTY IDAHO



We have taken extreme care to insure accuracy.
However, we assume no responsibility for errors or ommissions.
These maps are intended for assessment purposes only
and are not to be used as a legal document.
All canals and ditches are approximated from aerial maps.

DATE PRINTED 01/09/2009
TRACY L. PERKINS
JEROME COUNTY ASSESSORS OFFICE

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

AFTER RECORDING MAIL TO:

Michael James Sirucek
472 A South 1000 East
Jerome, ID 83338

QUITCLAIM DEED

File No.: **722265-J (tc)**

Date: **April 29, 2019**

For Value Received, **Becky Larae Sirucek, spouse of Michael James Sirucek**, do(es) hereby convey, release, remise, and forever quit claim unto **Michael James Sirucek, a married man as his sole and separate property**, whose address is **472 A South 1000 East Jerome, ID 83338**, herein after called the Grantee, the following described premises situated in **Jerome** County, **Idaho**, to-wit:

TOWNSHIP 9 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: NW¼; N½SW¼; W½NE¼; NW¼SE¼;

Section 11: SW¼, EXCEPTING THEREFROM that portion deeded to the Oregon Short Line Railroad Company by Deed recorded August 11, 1913 in Book 21 Page 244 as Instrument Number 32253, Jerome County records.

That part of the SW¼SE¼ lying South of the Oregon Short Line Railroad right of way.

together with its appurtenances.

Dated: 4/30/19

Becky Larae Sirucek

Becky Larae Sirucek

STATE OF Idaho)
ss.
COUNTY OF Jerome)

On this 30th day of April, 2019, before me, a Notary Public in and for said State, personally appeared **Becky Larae Sirucek**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

CHANCY K. OSTERHOUT
NOTARY
PUBLIC
Comm No. 68849
STATE OF IDAHO

Notary Public of Idaho
Residing at: Burley, Idaho
Commission Expires: NOV 14, 2022

Instrument # 2153453
JEROME COUNTY, JEROME, IDAHO
9-8-2015 01:40:42 PM No. of Pages: 2
Recorded for : MICHAEL SIRUCEK
MICHELLE EMERSON Fee: 13.00
Ex-Officio Recorder Deputy JWilson

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

For Value Received:

BECKY L. SIRUCEK, spouse of Michael J. Sirucek, hereinafter called the Grantor, does hereby convey, release, remise, and forever quit claim unto

MICHAEL J. SIRUCEK, a married man, contracting with his sole and separate property, whose address is 472 South 1000 East, Jerome, Idaho 83338, hereinafter called the Grantee, the following described premises in Jerome County, Idaho, to-wit:

TOWNSHIP 9 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME, COUNTY, IDAHO

SECTION 14: NW1/4; N1/2SW1/4; W1/2NE1/4; NW1/4SE1/4;

SECTION 11: SW1/4, EXCEPTING THEREFROM that portion deeded to the Oregon Short Line Railroad Company by deed recorded August 11, 1913 in Book 21, Page 244, as Instrument No. 32253, Jerome County records.

That part of the SW1/4SE1/4 lying South of the Oregon Short Line Railroad right of way.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto said Grantee and to the Grantee's heirs and assigns forever.

SEE ATTACHED AS Exhibit "A" – Quitclaim Deed, Instrument No. 2003947, 2000-09-01 16:16:24

Dated: 8/11/15

BECKY L. SIRUCEK

STATE OF IDAHO)
ss.
COUNTY OF Twin Falls)

On this 11th day of August, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared BECKY L. SIRUCEK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that ~~they executed~~ she the same.

Rebecca Hunter
Notary Public
Residing at: Twin Falls, Idaho
My Commission expires: 02-01-2019

REBECCA HUNTER
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 2153455
JEROME COUNTY, JEROME, IDAHO
9-8-2015 01:44:20 PM No. of Pages: 3
Recorded for : MICHALE SIRUCEK
MICHELLE EMERSON Fee: 16.00
Ex-Officio Recorder Deputy

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

For Value Received:

BECKY L. SIRUCEK, spouse of Michael J. Sirucek, hereinafter called the Grantor, does hereby convey, release, remise, and forever quit claim unto

MICHAEL J. SIRUCEK, a married man, contracting with his sole and separate property, whose address is 472 South 1000 East, Jerome, Idaho 83338, hereinafter called the Grantee, the following described premises in Jerome County, Idaho, to-wit:

N1/2NW1/4, SW1/4NW1/4, N1/2SW1/4, SE1/4NW1/4, W1/2NE1/4, NW1/4SE1/4, all in Section 14, Township 9 South, Range 18 East, Boise Meridian, Jerome County, Idaho;

SW1/4, Section 11, Township 9 South, Range 18 East, Boise Meridian, Jerome County, Idaho;

That part of the SW1/4SE1/4 of Section 11, Township 9 South, Range 18 East, Boise Meridian, lying and being south of the railroad right-of-way across the said SW1/4SE1/4;

Subject to easements and rights-of-way of record;

Together with all water and water rights appurtenant thereto; including 150.37 shares of the capital stock of the North Side Canal Company, Ltd.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto said Grantee and to the Grantee's heirs and assigns forever.

SEE ATTACHED AS Exhibit "A" – Warranty Deed, Instrument No. 295278, JAN 1, 2:21 PM, '86

Dated: 8/14/15

BECKY L. SIRUCEK

STATE OF IDAHO)
ss.
COUNTY OF Twin Falls)

On this 14th day of August, 20 15, before me, the undersigned, a Notary Public in and for said State, personally appeared BECKY L. SIRUCEK, known to me

to be the persons whose names are subscribed to the within instrument, and acknowledged to me that ~~they~~ She executed the same.

Rebecca Hunter

Notary Public

Residing at: Twin Falls, Idaho

My Commission expires: 02-01-2019

REBECCA HUNTER
NOTARY
PUBLIC
STATE OF IDAHO

Instrument # 2153454
JEROME COUNTY, JEROME, IDAHO
9-8-2015 01:42:29 PM No. of Pages: 2
Recorded for : MICHALE SIRUCEK
MICHELLE EMERSON Fees 13.00
Ex-Officio Recorder Deputy Jwilson

QUITCLAIM DEED

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

For Value Received:

BECKY L. SIRUCEK, spouse of Michael J. Sirucek, hereinafter called the Grantor, does hereby convey, release, remise, and forever quit claim unto

MICHAEL J. SIRUCEK, a married man, contracting with his sole and separate property, whose address is 472 South 1000 East, Jerome, Idaho 83338, hereinafter called the Grantee, the following described premises in Jerome County, Idaho, to-wit:

TOWNSHIP 9 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO
SECTION 15: W1/2NE1/4, NW1/4SE1/4

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto said Grantee and to the Grantee's heirs and assigns forever.

SEE ATTACHED AS Exhibit "A" – Quitclaim Deed, Instrument No. 2003948, 2000-09-01 16:17:12

Dated: 8/11/15

BECKY L. SIRUCEK

STATE OF IDAHO)
ss.
COUNTY OF Twin Falls)

On this 11th day of August, 20 15, before me, the undersigned, a Notary Public in and for said State, personally appeared BECKY L. SIRUCEK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that ~~they~~ She executed the same.

Rebecca Hunter
Notary Public
Residing at: Twin Falls, Idaho
My Commission expires: 02-01-2019

REBECCA HUNTER
NOTARY
PUBLIC
STATE OF IDAHO

QUITCLAIM DEED

No #

Instrument # 2003947
JEROME COUNTY JEROME, IDAHO
2000-09-01 16:16:24 No. of Pages: 1
Recorded for : LAND TITLE & ESCROW
CHERYL WATTS Fee: 3.00
Ex-Officio Recorder Deputy L McMillan

For Value Received

BECKY L. SIRUCEK, spouse of MICHAEL JAMES SIRUCEK

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MICHAEL JAMES SIRUCEK, a married man, contracting with his separate property
Whose address is: 472 South 1000 East Jerome, Idaho 83338

Hereinafter called the grantee, the following described premises, in JEROME County, Idaho to-wit:

TOWNSHIP 9 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 14: NW1/4; N1/2SW1/4; W1/2NE1/4; NW1/4SE1/4;

SECTION 11: SW1/4, EXCEPTING THEREFROM that portion deeded to the Oregon Short Line Railroad Company by Deed recorded August 11, 1913 in Book 21 Page 244 as Instrument No. 32253, Jerome County records.

That part of the SW1/4SE1/4 lying South of the Oregon Short Line Railroad right of way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: SEPTEMBER 1, 2000

BECKY L. SIRUCEK

STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

On this 1ST day of SEPTEMBER, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared BECKY L. SIRUCEK, 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.

Notary Public

RICK BERNSEN
★ NOTARY PUBLIC ★
STATE OF IDAHO

RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 7-30-03

QUITCLAIM DEED

N5 #

Instrument # 2003948
JEROME COUNTY JEROME, IDAHO
2000-09-01 16:17:12 No. of Pages: 1
Recorded for : LAND TITLE & ESCROW
CHERYL WATTS Fee: 3.00
Ex-Officio Recorder Deputy L McMillan

For Value Received

BECKY L. SIRUCEK, spouse of MICHAEL JAMES SIRUCEK

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MICHAEL JAMES SIRUCEK, a married man, contracting with his separate property
Whose address is: 472 South 1000 East Jerome, Idaho 83338

Hereinafter called the grantee, the following described premises, in JEROME County, Idaho to-wit:

TOWNSHIP 9 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO
SECTION 15: W1/2NE1/4, NW1/4SE1/4

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: SEPTEMBER 1, 2000

BECKY L. SIRUCEK

STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

On this 1ST day of SEPTEMBER, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared BECKY L. SIRUCEK, 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.

Notary Public
Residing at:
My Commission expires:

RICK BERNSEN
★ NOTARY PUBLIC ★
STATE OF IDAHO

RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 2-20-07

TWIN FALLS COUNTY
Recorded for:
MICHAEL J SIRUCEK
2:40:52 PM 09-08-2015
2015-015403
No. Pages:15 Fee: $ 52.00
KRISTINA GLASCOCK
County Clerk
Deputy: JDEDMAN

Instrument # 2153451
JEROME COUNTY, JEROME, IDAHO
9-8-2015 01:34:21 PM No. of Pages: 15
Recorded for : MICHAEL SIRUCEK
MICHELLE EMERSON Fee: 52.00
Ex-Officio Recorder Deputy Jackson

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

Instrument # 450183 # Pages: 15
ELMORE COUNTY, Idaho
Oct 14, 2015 12:00:57 pm Fee: $ 52.00
For: MICHAEL SIRUCEK
BARBARA STEELE, Recorder
DELLIS, Deputy

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of August, 2015, by and between BECKY LARAE SIRUCEK, hereinafter referred to as "Wife," and MICHAEL JAMES SIRUCEK, hereinafter referred to as "Husband."

1. **RECITALS**: This Agreement is made with reference to the following facts:

1.01. The parties hereto were married on or about the 18th day of May, 1985, in Twin Falls, Idaho, and ever since have been and still are Husband and Wife.

1.02. Unhappy differences have arisen between the Husband and the Wife, as a result of which they have agreed to separate and enter into this Agreement.

2. **PROPERTY AND SUPPORT AGREEMENT AND ADDENDUM TO CURRENT PROPERTY AND SUPPORT AGREEMENT**: The parties entered into a Property and Support Agreement on August 1, 2000. The parties subsequently entered into an Addendum to Current Property and Support Agreement on December 8, 2014. All terms of said agreements are completed and there will be no transfer of funds or property from either party to the other, except for the terms outlined below.

3. **TRANSFERS TO WIFE**: The Husband hereby agrees to, and by this Agreement he does hereby transfer, assign and convey unto the Wife as her sole and separate property, and does hereby forever waive any and all rights in and to, the items more particularly described as follows:

3.01. The property described on the attached Property and Debt Schedule, under the column entitled "To Wife" as indicated by an "X."

Initial/Date: BS 8/11/15
Initial/Date: BS

3.02. All bank accounts and/or retirement accounts in Wife's name and/or Wife's and Lance's name.

4. **TRANSFERS TO HUSBAND**: The Wife hereby agrees to, and by this Agreement she does hereby transfer, assign and convey unto the Husband as his sole and separate property, and does hereby forever waive any and all rights in and to, the items of property more particularly described as follows:

4.01. The property described on the attached Property and Debt Schedule, under the column entitled "To Husband" as indicated by an "X."

4.02 All bank accounts and/or retirement accounts in Husband's name.

5. **PAYMENT OF DEBTS BY WIFE**: Wife agrees to assume and pay the following debts:

5.01. The debts described on the attached Property and Debt Schedule, under the column entitled "To Wife" as indicated by an "X."

5.02. All debts incurred by Wife, except those specifically being assumed by the Husband.

Wife agrees to indemnify and hold Husband harmless from the debts being assumed by her.

6. **PAYMENT OF DEBTS BY HUSBAND**: Husband agrees to assume and pay the following debts:

6.01. The debts described on the attached Property and Debt Schedule, under the column entitled "To Husband" as indicated by an "X."

Initial/Date: MLS 8/11/15
Initial/Date: 8/11/15

6.02. Any other debts incurred by him except those specifically being assumed by the Wife.

Husband agrees to indemnify and hold Wife harmless from the debts being assumed by him.

7. **BRICK HOUSE:** The "Brick House", more commonly described as, 472 S. 1000 E., Jerome, Idaho and 360 acres dry grazing land legally described as: NW1/4, N1/2SW, W1/2NE NWSE Sec 14 T9 R18 360.00 ac, Jerome County, Idaho (Parcel #RP09S18E140601), shall be awarded to Husband, subject to any debt thereon. Wife is currently residing in the "Brick House" and may remain there until April 30, 2016. Husband shall have exclusive use of the "Brick House" beginning May 1, 2016.

8. **CAYUSE CREEK DRIVE PROPERTY**: The real property located at 310 Cayuse Creek Drive, Kimberly, Idaho 83341, and currently owned by Husband as his sole and separate property shall be transferred to Wife free and clear. Wife, however, acknowledges that the current tenant at said property possesses a valid lease option to purchase the property and Wife will not challenge the validity of said lease/option.

9. **HARRAL FARM:** Wife shall be removed from the survivorship clause and a new deed shall be recorded reflecting Husband and Wife as tenants in common, with each owning an equal share, of the "Harral Farm", more commonly described as, 862 South 1300 East, Eden, Idaho.

Initial/Date: MS 8/11/15
Initial/Date: 8/11/15

10. **RELEASE**: Subject to the provisions of this Agreement, each party hereto has remised, released and forever discharged, and by these presents does for himself or herself, remise, release and forever discharge the other party of and from any cause or causes of action, claims, rights or demands whatsoever, in law or in equity, which either party ever had or now has against the other, including, without limitation, any claims and demands of either party upon or against the other for support and maintenance as husband and wife or otherwise, except any or all cause or causes of action for divorce.

11. **DISPOSITION OF PROPERTY**: Subject to the provisions of this Agreement, each of the parties hereto may in any way dispose of his or her property of whatever nature, real or personal; and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns, hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or any right to take against any last will and testament of the other, whether heretofore or hereafter executed, or as may now or hereafter be provided for in any law of the State of Idaho or any other state or territory of the United States or any foreign country, and hereby renounces and releases all interest, right or claim that he or she now has or might otherwise have against the other, under or by virtue of the laws of any state or country.

12. **BINDING EFFECT**: All of the provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

13. **AGREEMENT TO BE MERGED**: The parties hereto agree that in the event a divorce is entered, the original of this Agreement will be submitted to the court for approval and

Initial/Date: LS 8/11/15
Initial/Date: DS 8/11/15

the parties hereto will request that this Agreement be merged and incorporated and made a part of the Judgment and Decree of Divorce.

14. **ADDITIONAL DOCUMENTS**: The parties hereto agree to make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.

15. **SEPARATE PROPERTY/INCOME AFTER SIGNING OF AGREEMENT**: The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any and all property or income acquired or earned by either party hereto shall be the separate property of the party who has acquired or earned it and the other party shall have no claim thereon. The parties agree that any income earned by either party after the date of signing this Agreement shall be the separate property of the party earning the income, and any income on separate property shall be separate property from and after the date of signing this agreement.

16. **DEBTS AFTER SIGNING OF AGREEMENT**: The parties hereto stipulate and agree that from and after the date of the signing of this Agreement, any debts incurred by either party hereto shall be the separate debt of the party incurring the debt and shall not be a community debt. The parties hereto agree not to incur any debt for which the other party may be liable.

17. **MISCELLANEOUS PROVISIONS**:

17.01. The parties hereto both stipulate and agree that they have read and fully understand this Agreement.

Initial/Date: MS 8/11/15
Initial/Date: 8/11/15

17.02. The parties hereto agree that they have entered into this Agreement without undue influence or fraud or coercion or misrepresentation or for any other like cause.

17.03. If action is instituted to enforce any of the terms of this Agreement, then the losing party agrees to pay to the prevailing party all costs and attorneys' fees incurred in that action.

17.04. Each of the parties hereto represents to the other that they have made full disclosure of all community assets and community liabilities of which they are aware.

17.05. The parties hereto stipulate and agree that the division of community assets provided for in this Agreement is fair and equitable.

18. **CONSIDERATION:** Husband and Wife agree that the consideration for the entry of this mutual agreement includes the following:

18.01 Neither party will file any additional actions related to the property and debt division set forth above.

18.02 Wife agrees to waive any and all rights, if any, to make a claim for spousal maintenance.

19. **ATTORNEY FEES AND COSTS:** Each party shall pay their own attorney fees and costs incurred in this matter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Initial/Date: MS 8/11/15
Initial/Date: JS 8/11/15

Michael J. Sirucek

Becky L. Sirucek

STATE OF IDAHO)
)ss.
County of ~~Ada~~ Twin Falls)

On this 11th day of August, 2015,before me, the undersigned notary public in and for said State, personally appeared Michael J. Sirucek, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

GEORGE R. LEONARD
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at Buhl, Idaho
Commission expires 1/31/2020

STATE OF IDAHO)
)ss.
County of Ada)

On this 11 day of August, 2015, before me, the undersigned notary public in and for said State, personally appeared Becky L. Sirucek known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

REBECCA HUNTER
NOTARY
PUBLIC
STATE OF IDAHO

Rebecca Hunter
Notary Public for Idaho
Residing at Twin Falls, Idaho
Commission expires 02-01-2019

Initial/Date: MS 8/11/15
Initial/Date: BSL 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363 **CH FILE NO.:** 24137-002
DATE OF MARRIAGE: 5/18/1985 **COMPLAINT FILED:** 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
1	**REAL PROPERTY:**			-					
2	472 S 1000 E, Jerome, ID - "Brick House" and 360 Acres Dry Grazing Land - NW1/4, N1/2SW, W1/2NE NWSE Sec 14 T9 R18 360.00 ac, Jerome County, Idaho (Parcel #RP09S18E140601) (RP09S18E114801)	$	(RP09S18E114920)		S	X		father owns 50% of land. Michael owns house and 50% of land and all pivots. Becky and son are currently residing in the house	
3	DeVisser Farm - 320 Acres (RP09S18E231201) (RP09S18E243604) MS	$			S	X		Sale to Dogwood Creek Land Holdings, LLC fell through	
4	310 Cayuse Creek Dr., Kimberly, ID 83341 (.248 acres) (KP K89720030080 A)	$			S		X	Deed #2013-023258	
5	862 South 1300 East, Eden, Idaho ("Harral Farm") - 80 acres, House and Shop (RP09S19E325840) (RP09S19E324802) MS	$			C	X	X	Joint tenants in common wife to be removed from survivorship clause-Rents for $750/mo. Deed dated 9/14/2011 Instr No. 2114658	
6	2443 N. Pine Featherville Road, Pine, ID 83647 (1.808 Acres) (RP00056002012A A)	$			S	X		Ground was purchased for $150,000 on 5/12/2008, then house was built. Deed #398416	
6a	DL Evans HELOC Acct #6046			-				available credit is $200K as of June 2015	
7	Roy's 1 - 120 Acres - E 1/2 NE, NESE SEC 15 T9 R18 120 AC, Jerome County, Idaho (Parcel #RP09S18E150001)	$			S	X		Warranty Deed dated 8/7/1981 Instr No. 260005. Owned prior to marriage.	
8	Roy's 2 - 120 Acres - W 1/2 NE, NWSE Sec 15 T9 R18 120AC, Jerome County, Idaho (Parcel #RP09S18E150601)	$			S	X		Quitclaim Deed from Becky to Michael dated 9/1/2000, Instr No. 2003948. No Water. Separate per settlement agreement.	
9									
10									
11	**BUSINESS:**			-					
12				-					
13	**RETIREMENT, BANK ACCOUNTS, INVESTMENTS, CASH AND LIFE INSURANCE:**			-					
14	DL Evans Acct #4046 (in Becky's name)	$			S		X	as of 10/24/14	
15	DL Evans acct #7236 (Becky and Lance Sirucek)	$			S		X	as of 6/23/15	
16	DL Evans Checking Acct #6235	$			S	X		as of 5/8/15	
17	DL Evans Checking Acct #8003	$			S	X		as of 6/10/15	
18	DL Evans Acct #9096				S		X		

Initial/Date: MS 8/11/15
Initial/Date: 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363
DATE OF MARRIAGE: 5/18/1985
CH FILE NO.: 24137-002
COMPLAINT FILED: 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
19	Farmers National Bank Savings Acct #9804	$			S	X		as of 12/31/14	
20	Sharebuilder Capital One Investing Acct #0059	$			S	X		as of 5/31/15	
21	Jackson Life Insurance Policy #7360 (Insured: Lance Sirucek)	$			S	X			
22	Jackson Life Insurance Policy #6550 (Insured: Julie Sirucek)	$			S	X			
23	Jackson Life Insurance Policy #0890 (Insured: Jennifer Sirucek)	$			S	X			
24	Jackson Life Insurance Policy #8960 (Insured: Michael Sirucek)	$			S	X			
25	Jackson Life Insurance Policy #85010 (Insured: Michael Sirucek)	$			S	X			
26	Jackson Life Insurance Policy #3080 (Insured: Becky Sirucek)	$			S		X	estimated value. Need info from Becky	
27	Safe Deposit Box - Farmers National Bank					X		Will held in safe deposit box and insurance photos	
28	Safe Deposit Box - DL Evans Bank (with Lance Sirucek)					X		Will held in safe deposit box and insurance photos	
29	Becky's Stocks	$			S		X	estimated value. Separate per settlement agreement	
30	St. Lukes Retirement, Pension, 401K (in Becky's name)	$			S		X	estimated value. Need info from Becky. Separate per settlement agreement.	
31									
32									
33									
34	**VEHICLES:**								
35	2015 Ford F350 (black), VIN #...3297	$			S		X	per settlement agreement	
36	1984 Big Wheel Motorcycle	$			S	X		traded	
37	2011 Subaru, VIN #9608 with Snow Tires	$			S		X	per settlement agreement	
38	1967 Corvette	$			S	X		owned prior to marriage. Sold to build brick house.	
39	2007 Trailer, VIN #...4389	$			S	X		per settlement agreement	
40	2003 Muva Flat Bed Trialer, VIN #...0197	$			S	X		per settlement agreement	
41	1999 Frht DS Truck, VIN #...5158	$			S	X		per settlement agreement	
42	2013 Polaris ATV 850SPM, VIN #...4377	$				X		per settlement agreement	

Initial/Date: MS 8/11/15
Initial/Date: BS 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363
DATE OF MARRIAGE: 5/18/1985
CH FILE NO.: 24137-002
COMPLAINT FILED: 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
43	2013 Polaris ATV SPMN850, VIN #9420	$			S	X		per settlement agreement	
44	2013 Polaris ATV 850SPM, VIN #...8837	$			S	X		per settlement agreement	
45	2014 Polaris Snowmobile 800 PRO, VIN #...9695	$			S	X		per settlement agreement	
46	2014 Polaris Snowmobile 800 PRO, VIN #...9697	$			S	X		per settlement agreement	
47	2006 ARCC Snowmobil, VIN #...6886	$			S	X		per settlement agreement	
48	2006 ARCC Sniowmobil M7, VIN #...1862	$			S	X		per settlement agreement	
49	2008 Cycl MC Mastiff, VIN #...0046	$			S	X		per settlement agreement	
50	2005 Cycl MC BigDog	$			n/a			Lance's Bike	
51	2005 Cycl MC Razor, VIN #...7011	$			n/a			Lance's Bike	
52	2009 Cycl MC Fatbag, VIN #...7033	$			S	X		Michael's Bike - Red	
53	1968 Chevrolet Chevelle			-	n/a			wrecked in 2014, totaled - Lance's car	
54	1969 Chevrolet 2D Ell Chevelle			-	n/a			Lance's replacement	
55	1937 Ford CP Street Rod	$			S	X		per settlement agreement. Built by Mike	
56	1933 Ford 2D VIC Street Rod	$			S	X		per settlement agreement. Built by Mike	
57	2012 Ford Pickup Crew	$			n/a			Lance's pickup	
58	2013 Ford PK F350	$			S	X		per settlement agreement	
59	1977 International Dump Truck	$			S	X			
60	1976 International Flat Bed Truck	$			S	X			
61	2012 Volkswagen Passat	$			S	X			
62	2000 Jeep Cherokee	$			S	X		50% owned by Lance Sirucek	
63	2008 MB2 BO BGT Respons	$				X			
64	2003 Chah UT TL Cargo	$			S	X			
65	1000 Trailer MFRF HM Oakwood	$			S	X		50% owned by Steve and Holly Carlson. Separate per settlement agreement.	
66	John Deer Tractor 8330, VIN #...2807	$			S	X			
67	John Deere 8295 Row-Crop Tractor, VIN #...5988	$			S	X		John Deere Credit as of 6/15/15	
68	John Deere Tractor 8260R, VIN #...1531	$			S	X			
69	John Deere Tractor 8235R, VIN #...0069	$	$		S	X		Lien #B 2014-1149009-1 Jim Sirucek, $42,500	
70	John Deere Tractor 8120, VIN #...4850	$				X			

Initial/Date: MS 8/11/15
Initial/Date: JS 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363 **CH FILE NO.:** 24137-002
DATE OF MARRIAGE: 5/18/1985 **COMPLAINT FILED:** 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
71	John Deere Tractor 8120, VIN #...1308				S	X		Lien B 2008-1058240-8 Jim Sirucek	
72	John Deere 8130 Tractor, VIN #...1048		$		S		X	Lien held by Jim Sirucek. Separate per Settlement Agreement	
72a	Darf Rake, Model #917FDWB-05P, VIN #...58987 (this has been traded in for new Darf Rake 60469)							per settlement agreement - this was traded in on Item No. 75 below.	
73	Darf Rake, Model #917FDWB-05P, VN #...9196	$			S	X		Scheduled to be traded	
74	Darf Rake, Model #917FDWB-05P, VIN #...8992 (this has been traded in for new Darf Rake 60469)	$						Traded in on new rake - owned by Lance. Lance is making payments	
75	Darf Rake, VIN #...0353	$			S		X	per settlement agreement (addendum)	
76	Swather, Serial #...3585	$			S	X			
77	Swather, Serial #...3367	$						Traded in on new Swather owned by Lance	
78	Swather, Serial #...3530	$			S	X			
79	Ferguson Baler, Serial #...5408	$			S	X		w/ Accum 3282	
80	Ferguson Baler, Serial #...5135	$			S	X		w/ Accum 3113	
81	Ferguson Baler, Serial #...5128	$			S	X		w/ Accum 3129	
82	Ferguson Bailer, Serial #...5120	$			S	X		w/ Accum 3109	
83	Accumulator, Model AC25-22, Serial #...3129	$			S	X			
84	Accumulator, Model AC25-22, Serial #...3113	$			S	X			
85	Accumulator, Model AC25-21, Serial #...3109	$			S	X			
86	Accumulator, Serial #...3282	$			S	X			
87	John Deere Loader, Pin #...9358	$			S	X			
88	John Deere Loader, PIN No. 4648	$			S	X			
89	Forklift	$			S	X			
90									
91	**HOUSEHOLD GOODS & FURNISHINGS:**								
92	300 Weatherby Rifle (1976)	$			S	X		per settlement agreement	
93	12 Gauge Remington Shotgun (1976)	$			S	X		per settlement agreement	
94	Browning 22 (1980)	$			S	X		per settlement agreement	
95	Browning 10 guage (1997)	$			S	X		per settlement agreement	
96	Wire Feed Welder (1983)	$			S	X		per settlement agreement	
97	1 Cutting Torch (1978)	$			S	X		per settlement agreement	

Initial/Date: MS 8-17-15
Initial/Date: BS 8-17-15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363 **CH FILE NO.:** 24137-002
DATE OF MARRIAGE: 5/18/1985 **COMPLAINT FILED:** 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
98	Air Compressor (1983)				S	X		per settlement agreement	
99	Misc. tools (1976 thru 2015)				S	X		per settlement agreement	
100	Misc. Toolboxes				S	X		per settlement agreement	
101	Jacks - Floor & Hydrolic				S	X		per settlement agreement	
102	1 Weed Burner				S	X		per settlement agreement	
103	Krause Disk				S	X		per settlement agreement	
104	Miskin SP17 Scraper				S	X		per settlement agreement	
105	Two Sprayers				S	X		per settlement agreement	
106	Two Steam Cleaners				S	X		per settlement agreement	
107	Ingersoll Rand Air Compressor 185, Portable				S	X		per settlement agreement	
108	Five Stationair Air Compressors				S	X		per settlement agreement	
109	Two Post-Hole Diggers				S	X		per settlement agreement	
110	Welder				S	X		per settlement agreement	
111									
112	**Pine House:**								
113	Kitchen (pots, pans, silverware, plates, cups, bowls, baking dishes, glasses, cooking utensils, frying pans, tupperware, turckey pan, etc.				S	X			
114	3 Refrigerators and 1 Deep Freeze	$			S	X			
115	Living Room: Tan Couch set, 80" TV Flatscreen, Surround Sound System, Speakers, TV Stand	$			S	X			
116	Handmade Coffee Tables (2 long, 4 short)				S	X		gift - made with Jim Hayhurst	
117	Handmade Dinner Table (with 4 chairs, white on wheels)				S	X		gift - made with Jim Hayhurst	
118	All Tall Counter Chairs, Wooden (approx. 9 or 10)	$			S	X			
119	Phone System, Phone Stand	$			S	X			
120	2 Sets of Washers/Dryers	$			S	X			
121	Deer Head Mount - in Velvet				S	X		Deer Hunting	
122	7 Queen Beds (Box Springs, Mattress, Head/Foot Boards)	$			S	X			
123	Dressers - 4 Long, 6 Tall; Nightstands, 10	$			S	X			

Initial/Date: MS 8/11/15
Initial/Date: BS 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363 **CH FILE NO.:** 24137-002
DATE OF MARRIAGE: 5/18/1985 **COMPLAINT FILED:** 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
124	Linens, Towels, Wash Cloths, Hand Towels	$			S	X			
125	Snowmobile Parts, Accessories, Tracks, Etc.	$			S	X		Some owned by John Dodge, John Holland, Jim Hayhurst	
126	Shop (Tools, Hand Tools, Power Tools, Parts, Toolboxes, Lawnmower, Weed Eater, Etc.	$			S	X			
127	Shop (Stainless Counters)				S	X		gift from Jeff Lytle	
128	Torch				S	X		gift from Jeff Lytle	
129	Lathe	$			S	X		per settlement agreement	
130	Hot Tub	$			S	X		per settlement agreement	
131	Blue Sofa in Garage	$			S		X		
132	Becky's Clothing and Personal Effects	$			S		X		
133									
134	**Lake House:**								
135	Couch	$			S	X			
136	2 Handmade Coffee Tables				S	X		made with Jim Hayhurst	
137	Kitchen Table w/ 4-5 Chairs				S	X		inherited from grandparents	
138	Oak Dressers - 1 Long, 2 Tall & 2 Nightstands				S	X		Settlement Agreement 2000	
139	Assoted Pots, Pans, Silverware				S	X		Gift from Holy Carlson	
140	Oak Coffee Table				S	X		Gift from Jeff Lytle	
141	2 Queen Beds, Head Board, Sheets, Pillows				S	X			
142	Microwave				S	X			
143	Fridge / Deep Freeze (1997 from 1st Pine Cabin)				S	X			
144	Washer/Dryer				S	X		broke	
145	Water Ski Stuff (Life Jackets, Gloves, Skis, Boards, Wet Suits, Ropes, Boots, Etc.)				S	X			
146	Becky's Water Skis, Gloves, Wet Suit, Life Jacket				S		X	value?	
147	2 Flat Screen TVs				S	X			
148									
149	**Brick House:**								
150	Gun Cabinet (in Master Bedroom)				S	X		Settlement Areement 2000	
151	Master Bedroom - Oak King Bed (head/foot Board, Mattress, Box Spring), Mirror, Nightstand, Long Dresser, 2 Tall Dressers, Clothes, Personal Effects for male				S	X		Becky moved out of house and took everything. Michael had to buy to replenish house. Separate per settlement agreement.	

Initial/Date: MS 8/11/15
Initial/Date: BS 8/11/15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363
DATE OF MARRIAGE: 5/18/1985
CH FILE NO.: 24137-002
COMPLAINT FILED: 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
152	10 Foot Handmade Dining Table - Oak				S	X		Settlement Agreement 2000	
153	16 Wood Chairs (dining table chairs)				S	X		Settlement Agreement 2000	
154	Handmade Long Coffee Table				S	X		Gift - Made with Jim Hayhurst	
155	2 Freezers/Kitchen Refrigerator				S	X		Becky moved out of house and took everything. Michael had to buy to replenish house	
156	Lawnmower				S	X		Has Mechanical Issues	
157	Fuel Tanks & Pumps				S	X		2 big - gift/ 2 small - owned by Black Oil	
158	DEF Tank, Oil Tanks & Pumps				n/a			owned by United Oil	
159	All Direct TV Boxes (from Brick, Pine, Lake)				n/a			owned by Direct TV	
160	Julie's room - Box Springs, Mattress, Bed Frame				S	X		Gift to Michael from Jim Hayhurst	
161	TV in Living Room				S	X			
162	Curtains (Custom-Made)				S	X		Becky moved out of house, took everything - Michael had to buy to replenish house. Separate per settlement agreement.	
163	Lance's Room				n/a			belongs to Lance	
164	Pictures - Farm Picture on Wall, Corvette Picture, 10x12 Wedding Picture on Dresser				C	X			
165	Pictures (over 29 years)				C	X	X	divide equally	
166	Personal Possession - as per a walk-thru				C	X	X		
167	Hot Tub				S	X			
168	3 Shops - ALL CONTENTS (excluding items listed out separately)				S	X		Settlement Agreement 2000	
169	New Sofa and Couch from Everton's				S		X		
170	Older Blue Couches				S		X		
171	End Tables from Everton's				S		X		
172	TV Stand				S		X		
173	Clothing				S		X		
174	Décor				S		X		
175	End Tables (2)				S		X	given to Becky by her father	
176	Personal effects				S		X		
177	Towels, Wash Cloths, Hand Towels, Linens, Bed Spreads, Blankets				S		X		
178	Hope Chest in Master Bedroom				S		X	from Becky's father	

Initial/Date: MS 8/11/15
Initial/Date: BS 8-11-15

PROPERTY AND DEBT SCHEDULE

CASE TITLE: *Michael James Sirucek v. Becky LaRae Sirucek*
CASE NO: CV-2015-0363 **CH FILE NO.:** 24137-002
DATE OF MARRIAGE: 5/18/1985 **COMPLAINT FILED:** 5/7/2015

ITEM NO.	PROPERTY DESCRIPTION	CH'S EVALUATION AND ALLOCATION: MARKET VALUE	LIENS	EQUITY	C/S	TO HUSBAND	TO WIFE	REMARKS	Exh #
179	Entertainment Center				S		X	from Becky's father	
180	All Bedroom Furniture in Jennifer's Room, except what belongs to Michael				S		X		
181	Kitchen Utensils, Plates, Glassware, Silverware, Bowls, Kitchen Appliances, Cookware, Pots, Pans, Microwave				S		X		
182	Refrigerator from Garage				S		X		
183	Older, Smaller Deep Freeze				S		X		
184	Washer & Dryer				S		X		
185	Stuffed Animals				S		X		
186	Sun Tan Bed				S		X		
187	Exercise Equipment				S		X		
188	Outdoor Décor and Furniture			-	S		X		
189	Filing Cabinets (2)			-	S		X		
190	Laptop			-	S		X		
191	TV in Master Bedroom				S		X		
192	Becky's Jewelry	$			S		X		
193									
	Liabilities			-					
A	DL Evans LOC Acct #8003			-	S	X		zero balance as of 6/15/15	
B	DL Evans LOC Acct #6235				S	X		zero balance owed as of 5/8/15	
C	Lynn Dunlap Law Office		$		S	X		as of 6/15/15	
D	McCoy Construction		$		S	X		For Rock Crushing as of	
E	Capital One Acct #5860		$		S	X		as of 6/4/15	
F	Capital One Acct #6650				S	X		zero balance as of 6/4/15	
G	All debt in Becky's name or incurred by her.				S		X		
H	Any other debt in Mike's name or incurred by him.				S	X			
I									
J	Attorneys Fees			-		X	X	each pays their own	
K				-					
L				-					
	TOTAL ASSETS					-	-		
	DIFFERENCE								-
	AMOUNT TO EQUALIZE					-	-		
	EQUALIZED COM. PROPERTY		Proof	$ -		$ -	$ -		

Initial/Date: MS 8/14/15
Initial/Date: BS 8/14/15

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 30, 2019

MICHAEL J SIRUCEK
472A S 1000 E
JEROME ID 83338-6854

Re: Change in Ownership for Water Right No(s): 36-14193

Dear Mr. Sirucek:

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

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

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

Thank you for your patience & cooperation in this process. If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

MICHAEL SIRUCEK

472 South 1000 East
Jerome, Idaho 83338
(208) 731-5463

June 17, 2019

RECEIVED
JUN 21 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

State of Idaho, Department of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, Idaho 83301-5858
(208) 736-3033

RE: Change in Ownership for Water Right No. 36-14193

Dear Ms. Denise Maline, Administrative Assistant 1:

This letter is in response to a letter dated May 29, 2019, concerning a change in ownership of several water rights, in conjunction with a closing conducted through First American Title. I have attached the letter for reference, just in case.

According to the letter, you need additional documentation in order to remove Becky Sirucek's name. In accordance with your request, I have attached the following documents:

1. **Quitclaim Deed, April 29, 2019**
2. **Quitclaim Deed, 9/8/2015, No. 2153453**
3. **Quitclaim Deed, 9/8/2015, No. 2153454**
4. **Quitclaim Deed, 9/8/2015, No. 2153455**
5. **Property Settlement Agreement, 9/8/2015, Jerome County No. 2153451**

With the above documents, signed by Becky Sirucek, it is clear has no rights and/or interest to the real estate and any appurtenances, attachments, water rights, water shares, etc., associated with the real estate.

Please remove Becky's name, as well as Jim and Karen Siruceks'. Please send me a copy of the water right once the ownership changes have been made.

Thank you,

Michael Sirucek

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 29, 2019

MICHAEL J SIRUCEK
472A S 1000 E
JEROME ID 83338-6854

Re: Change in Ownership for Water Right No(s): 36-16957, 36-16959, 36-16961

Dear Water Right Holder(s):

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

In addition, department records indicate that water right 36-14193 for domestic and stockwater uses may also be appurtenant to this property. A copy of this water right is enclosed for your reference.

If you wish to update the ownership on this water right, you may do so by submitting the $25 filing fee, along with sufficient documentation. The Grant Deed received on May 23, 2019 is sufficient to remove James and Karen Sirucek's names from this water right. However, we will need sufficient documentation removing Becky Sirucek's name from the water right and appurtenant property.

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) 736-3033.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Barker Rosholt & Simpson LLP
First American Title Company, Jerome (File #722265-J)
Water District 130

Maline, Denise

From: Jessica Nielsen <jf@idahowaters.com>
Sent: Wednesday, May 29, 2019 3:13 PM
To: Maline, Denise
Cc: Travis Thompson; Jonas Reagan
Subject: RE: James Sirucek and Mike Sirucek Water Rights

Denise,

Will you please replace Paul Arrington as the attorney and make Travis L. Thompson and Jonas A. Reagan as the attorneys for Mike Sirucek.

Thanks,

Jess Nielsen
Barker Rosholt & Simpson LLP
163 2nd Avenue West
P.O. Box 63
Twin Falls, Idaho 83303-0063
Office: (208) 733-0700
Fax: (208) 735-2444

CONFIDENTIALITY NOTICE: This e-mail and its attachments are confidential and may be privileged. If you believe this e-mail has been sent to you in error, please notify the sender immediately and delete this e-mail. Do not deliver, distribute or copy this transaction.

From: Maline, Denise [mailto:Denise.Maline@idwr.idaho.gov]
Sent: Wednesday, May 29, 2019 2:56 PM
To: Jessica Nielsen <jf@idahowaters.com>
Subject: James Sirucek and Mike Sirucek Water Rights

Hi Jess,

I am working on a change of ownership for the Sirucek's and noticed that Paul Arrington is listed as the attorney. I attached a copy of one of the water rights, for reference. I know this dates back to when Paul was with Barker Rosholt, however we probably need to update our records.

My question is – did someone in particular take over all of Paul's clients? Or were they split up amongst different attorneys? Any help you can provide is much appreciated.

Hope you are having a good day,

Denise

Denise Maline
Administrative Assistant I
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033

First American Title Company
199 Country Lane, Jerome, ID 83338
Phone (208)324-6822 Fax (208)324-6823

RECEIVED
MAY 23 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

IDWR
650 Addison Avenue West, Ste. 500
Twin Falls, ID 83301

May 20, 2019
File No.: 722265-J (tc)

Attn: Accounting Dept

Re: **Water Rights Transfer fee #36-16957,36-16959, & 36-16961**
Property: **472 A South 1000 East Jerome, ID 83338**
Buyer: **Michael James Sirucek**
Seller: **the James and Karen Sirucek Trust U/A dated July 14, 2015**

Our Check No. **4826** in the amount of **$75.00**, representing **Water Rights Transfer fee #36-16957,36-16959, & 36-16961**.

Sincerely,

Pamela Beauchamp, Assistant for
Tracy Cox, Escrow Officer

pb/pb