

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 30 2017

Notice of Change in Water Right Ownership DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
37-00679D	Yes ☒	Yes ☐		Yes ☐	Yes ☐
37-08897	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Testamentary Trust Under the Will of M.A. Strickland, Jerry Strickland and Patricia Strickland
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): See attached list
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

See attached list

Mailing address _____ City _____ State _____ ZIP _____

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: March 25, 2016
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.

8. Signature: see attached list _____
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DU Date 3-30-2017 Receipt No. 5036025 Receipt Amt. \$50-

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 asl Date 10/24/2018

SUPPORT DATA

IN FILE # 37-679D

**ATTACHMENT TO
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

New Owner: Donald F. Strickland, as to 37-0067⁹~~8~~D, an undivided 1/6th interest
as to 37-08897, an undivided 1/6th interest of an undivided ½
interest

1723 E. Bob Barton
Wendell, ID 83355
(208) 358-0970


Signature of new owner

Title, if applicable

3-29-2017
Date

New Owner: Ruby I. Graves, as to 37-0067⁹~~8~~D, an undivided 1/6th interest
as to 37-08897, an undivided 1/6th interest of an undivided ½
interest

1079 East 2100 South
Bliss, ID 83314
(208) 961-1247


Signature of new owner

Title, if applicable

3/29/17
Date

New Owner: Herbert W. Strickland, as to 37-0067⁹~~8~~D, an undivided 1/6th interest
as to 37-08897, an undivided 1/6th interest of an undivided ½
interest

3506 South 1700 East
Wendell, ID 83355
(208) 536-6074


Signature of new owner

Title, if applicable

3-29-17
Date

New Owner: Jerry A. Strickland, as to 37-00678D, an undivided 1/6th interest
as to 37-08897, an undivided 1/6th interest of an undivided 1/2
interest

1738 East 3400 South
Bliss, ID 83314
(208) 316-1349


Signature of new owner

Title, if applicable

3-30-17
Date

New Owner: Patricia M. Strickland, as to 37-00678D, an undivided 1/6th interest
as to 37-08897, an undivided 1/6th interest of an undivided 1/2
interest

Harold L. Roscoe, Personal Representative of the Estate of Patricia M. Strickland, deceased
P.O. Box 1
Wendell, ID 83355
(208) 308-7530


Signature of new owner

Title, if applicable

3/29/17
Date

GRANT DEED

THIS GRANT DEED is made and entered into the 29 day of March, 2016, by and between Patricia M. Strickland and Jerry A. Strickland, Co-trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978 (collectively Grantor), and Donald F. Strickland, a married person dealing in his sole and separate property, whose address is 1723 E. Bob Barton, Wendell, Idaho 83355 (Grantee).

WHEREAS, the Grantor comprises the successor Co-trustees of the testamentary trust created under the Will of M. A. Strickland dated March 29, 1978, which was admitted to probate by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Gooding, Case No. 18251, on June 8, 1981. The Grantor accepted the Co-trusteeship January 31, 2000, and recorded an Amended Registration of Trust July 12, 2010, with the Camas County Recorder, Camas County, Idaho, as Instrument No. 2010-083143.

WHEREAS, THE Grantee is entitled to receive distribution of the property described below under the provisions of the testamentary trust.

NOW, THEREFORE, the Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged and for the purpose of distributing certain real property from the testamentary trust of M. A. Strickland, deceased, hereby distributes, grants, bargains, and conveys unto Grantee and to Grantee's successors, heirs and assigns as his sole and separate property together with the rents, issues and profits therefrom also as his sole and separate property the real property described below located in the NW¼ SW¼ of Section 4 and the NE¼ SE¼ of Section 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 7:

Part of the NW¼ SW¼ of Section 4 and Part of the NE¼ SE¼ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a ½" rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a ½" rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a ½" rebar; said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a ½" rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a ½" rebar; said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and

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a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet; Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a ½" rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a ½" rebar; said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 331.05 feet to a ½" rebar; Thence along a tangent curve to the right along said lines for a distance of 210.13 feet to a ½" rebar; said curve having a radius of 1000.00 feet, a delta angle of 12 degrees 02 minutes 22 seconds, and a long chord bearing of South 07 degrees 09 minutes 45 seconds East for a distance of 209.74 feet; Thence South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 537.52 feet to a ½" rebar; Thence South 00 degrees 39 minutes 58 seconds East for a distance of 287.26 feet to a ½" rebar; Thence along a tangent curve to the left along said lines for a distance of 247.89 feet to a ½" rebar; said curve having a radius of 450.00 feet, a delta angle of 31 degrees 33 minutes 43 seconds, and a long chord bearing of South 16 degrees 26 minutes 47 seconds East for a distance of 244.77 feet; Thence South 32 degrees 13 minutes 35 seconds East along said lines for a distance of 29.36 feet to the Point of Beginning;

THENCE South 32 degrees 13 minutes 35 seconds East along said lines for a distance of 376.04 feet to the south line of the NW¼ SW¼ of Section 4;
THENCE North 88 degrees 48 minutes 31 seconds West along said line for a distance of 59.90 feet to a ½" rebar;
THENCE North 88 degrees 48 minutes 31 seconds West along said line for a distance of 689.44 feet to a ½" rebar at the Southeast Corner of the NE¼ SE¼ of Section 5;
THENCE North 89 degrees 39 minutes 07 seconds West along the south line of the NE¼ SE¼ for a distance of 346.56 feet to a ½" rebar;
THENCE North 89 degrees 39 minutes 07 seconds West along said line for a distance of 181.31 feet to the centerline of Soldier Creek;
THENCE North 21 degrees 04 minutes 07 seconds West along said line for a distance of 338.00 feet;
THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 260.71 feet to a ½" rebar;
THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 904.44 feet to a ½" rebar;
THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 32.98 feet to the Point of Beginning.

The property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record of appent.

TOGETHER with a permanent non-exclusive road and utility easement across Parcels 2, 3, 4, 5 and 6 of the Record of Survey recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS), for a road for ingress to and egress from the real property first described above which is hereinafter called the "Appurtenant Property" and for utility lines, all of which shall be appurtenant to and shall not be separated from the Appurtenant Property.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 which is adjacent to or near the north boundary of a public road known as "Phillips Creek Road" and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 2, 3, 4, 5 and 6.

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The road and utility easement shall be subject to the following provisions, terms, conditions, restrictions and covenants:

- (i) The Grantee and Grantee's successors, heirs and assigns and their respective employees, tenants, guests, invitees and licensees, at all times hereafter, with or without motor vehicles, or other modes of transportation or on foot shall have the right to cross over, pass and repass along and over the road for the purpose of obtaining ingress to and egress from the Appurtenant Property and for all purposes connected with the use of the Appurtenant Property. Use of the easement for road purposes shall also include the right to construct, grade, level, fill, maintain and repair the roadway in common with all others having a similar right including the laying of a hard surface or gravel. Grantor is not improving the road.
- (ii) The Grantee and Grantee's successors, heirs and assigns and their respective licensees, at all times hereafter, shall have the right to place utility and service lines, conduits, cables and pipelines above and below the level of the ground but within the 60-foot wide easement of all nature and description including, without limitation, telecommunication lines, television cables, electricity lines, natural gas lines, sewer lines, drain lines, water lines and all lines, cables and conduits and pipelines for providing services to the Appurtenant Property and to thereafter maintain, repair and replace those utility and service lines, cables, conduits and pipelines and to remove obstructions which may injure or interfere with the use, occupation and enjoyment of those lines, cables, conduits and pipelines. Use of the utility easement shall also permit the placement on the surface of the ground within the 60-foot wide easement such equipment as is reasonably necessary for the operation of the utility and service lines, cables, conduits and pipelines such as transformers, above ground service centers, poles and other supports with guy wires, cross arms and other attachments or incidental equipment. Grantor is not providing electrical power.
- (iii) The Grantor and the Grantee and their respective successors, heirs and assigns together with their respective employees, tenants, guests, invitees and licensees shall have the common use of the road and utility easement for the purposes herein provided. Each shall use the easement for the purposes herein provided so as not to unreasonably interfere with the use, thereof by the other and their respective employees, tenants, guests, invitees and licensees.
- (iv) The Grantee and the Grantee's successors, heirs and assigns shall have unrestricted ingress to and egress from the Appurtenant Property. Neither the Grantor nor the Grantee nor their respective successors, heirs and assigns shall erect, permit or suffer a gate nor now in existence, fence or other obstruction to exist across the easement without the written approval of all who own any part of Parcels 2 through 7 of the Strickland ROS. If the written approval is obtained, the barrier shall be constructed of sufficient height and width to allow for the free and unobstructed passage of cattle trucks, combines and farm machinery traveling across the Appurtenant Property. In the event that such a barrier is ever locked, all owners of an interest in the road and utility easement shall be provided with a key or combination to the lock. Maintenance, repair and upkeep of the barrier will be the responsibility of the owner desiring the barrier.
- (v) The Grantor and the Grantee and their respective successors, heirs and assigns and those who use the easement for road purposes shall use the easement in a reasonable manner so as not to damage or injure the servient estate or annoy the occupants thereof and shall not operate a motor vehicle or other vehicles of any type or nature across the easement at a rate of speed greater than what is reasonable under the circumstances and, in no event, at a speed greater than 20 miles per hour.

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- (vi) Grantor hereby agrees that should the Grantee subdivide, sell, transfer or dispose of all or any part of the Appurtenant Property, the Grantee's successors, heirs and assigns shall have the same right to the use of the easement subject to the conditions herein stated.
- (vii) Maintenance of the uses permitted under this easement shall be the sole responsibility of the Grantee and Grantee's successors, heirs and assigns so long as a similar use of the area within the easement is not made by the Grantor or Grantor's successors, heirs and assigns. In the event a similar use is jointly made by the parties or their respective successors, heirs or assigns, then the maintenance of the particular joint use shall be shared *pro rata* between them in accordance with the extent of the use being made.
- (viii) The easement shall inure to the benefit of, and may be used by all persons who become the owners of, the Appurtenant Property or any part thereof. Each and all of the provisions of this instrument are intended to be construed to be covenants running with the land.
- (ix) The provisions hereof shall apply to and bind the respective parties and their successors, heirs and assigns.
- (x) In the event the owners of the Appurtenant Property desire to change the location of the centerline of the road and utility easement where it lies across the Appurtenant Property, they may do so as long as:
 - (1) the points where it enters and leaves the Appurtenant Property are the same or the owners of the adjacent affected Parcels agree in writing that the road may enter each affected adjoining Parcel at a different point;
 - (2) the person or persons changing the location of the centerline immediately relocate any road and utility improvements then existing at that person's or those persons' cost;
 - (3) the relocating work is performed as expeditious as is reasonable; and
 - (4) the relocation must be made in such a manner as not to obstruct travel across the easement or to otherwise injure any person or persons using or interested in the easement.

TOGETHER with an undivided one-sixth interest in the undivided one-half interest the Grantor retained to the following by virtue of that certain deed entitled "Third Correction Grant Deed" which is identified below:

- (i) Water Right No. 37-679D, a/k/a as Water Right No. 00679D. The one-sixth interest to an undivided one-half interest comprises the right to 0.20 cfs of water for irrigation of the Appurtenant Property with a priority date of June 1, 1885 from Soldier Creek.
- (ii) Water Right No. 37-08897. The one-sixth interest of an undivided one-half interest comprises the right to approximately 0.75 gallons of water per minute (0.04 AF/yr) for stock water use on the Appurtenant Property with a priority date of September 30, 1999, from a groundwater source located on the property described in the Third Correction Grant Deed as the "North Half."

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The Third Correction Grant Deed was between the Grantor and Evelyn G. Strickland and was dated October 8, 2010, and was recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho.

ALSO TOGETHER with an undivided interest in common with all who now hold or hereafter acquire an interest in the following easements the Grantor retained or reserved in the Third Correction Grant Deed for the benefit of the real property described therein as the "South Half" of which the Appurtenant Property is a part:

- (i) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.
- (ii) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the pipeline to divert and carry water under Water Right No. 37-08897 to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.

Exclusive use of these easements is not conveyed, but the Grantee shall use these easements in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 6 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement across Parcels 2, 3, 4, 5 and 6 of the Strickland ROS for the ditch conveying the water under Water Right No. 37-679D to the Appurtenant property as the same is now located across those Parcels together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintaining the ditch shall be equal to the length of the ditch from its start to the point where the user diverts his water (User's Ditch Length) divided by the User's Ditch Length of all users multiplied by the cost of maintenance of the entire ditch. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to the Appurtenant Property and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by all persons who become the owners of, the Appurtenant Property or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

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Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 6 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 from the south boundary of Parcel 1 of the Strickland ROS to the Appurtenant Property across Parcels 2, 3, 4, 5 and 6 of the Strickland ROS in the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across Parcels 2, 3, 4, 5 and 6 of the Strickland ROS together with sufficient area to use, maintain and operate the pipeline. Each user's share of the cost of maintenance of the pipeline shall be equal to the length of the pipeline from its start to the point where the user diverts his water (User's Pipe Length) divided by the User's Pipe Length of all users multiplied by the cost of maintenance of the entire pipeline. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by all persons who become, the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels, 2, 3, 4, 5 and 6 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive road and utility easement across the property first described above for a road for ingress to and egress from Parcels 2, 3, 4, 5 and 6 of the Strickland ROS and for utility lines, all of which shall be appurtenant to, and shall not be separated from, Parcels 2, 3, 4, 5 and 6 of the Strickland ROS.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of the Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcel 7.

The road and utility easement reserved shall be subject to the same provisions, terms, conditions, restrictions and covenants set forth in this deed in subparagraphs (i) through (x) with respect to the road and utility easement being conveyed.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement across the real property first described above for the ditch conveying the water under Water Right No. 37-679D to Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS as the same is now located across the real property together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintenance of the ditch shall be computed in the same manner as set forth in this Deed with respect to the ditch easement conveyed on page 5 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the

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easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event an owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to Parcels 2, 3, 4, 5 and 6 and for the benefit of, and shall never be severed from, Parcels 2, 3, 4, 5 and 6 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2 through 7 or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 7 shall use the easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 6 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 across the real property first described above for the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across the real property first described above together with sufficient area to use, maintain and operate the pipeline. The cost of the maintenance of the pipeline shall be shared by the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS in the same manner as that set forth in this Deed with respect to the pipeline easement conveyed on page 6 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, Parcels 2, 3, 4, 5 and 6 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5 and 6 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 7 shall use this easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 6 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof as the sole and separate property of the Grantee and also all of the estate, right, title, interest in and to the property, possession, claim and demand whatsoever, as well as in law as in equity, in or to the premises, and every part or parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the premises as the sole and separate property of the Grantee and the appurtenances forever.

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Strickland M.A. 50385.DFS.021716

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.


Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978


Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

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Strickland M.A. 50385.DFS.021716

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Burn
Notary Public for State of Idaho
Residing at: Wendell, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Burn
Notary Public for State of Idaho
Residing at: Wendell, Idaho
My Commission Expires: 1-2-2022

GRANT DEED

THIS GRANT DEED is made and entered into the 24 day of March, 2016, by and between Patricia M. Strickland and Jerry A. Strickland, Co-Trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978 (collectively Grantor), and Ruby I. Graves, a married person located in her sole and separate property, whose address is 1079 East 2100 South, Bliss, Idaho 83314 (Grantee).

WHEREAS, the Grantor comprises the successor Co-Trustees of the testamentary trust created under the Will of M. A. Strickland dated March 29, 1978, which was admitted to probate by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Gooding, Case No. 18251, on June 8, 1981. The Grantor accepted the Co-Trusteeship January 31, 2000, and recorded an Amended Registration of Trust July 12, 2010, with the Camas County Recorder, Camas County, Idaho, as Instrument No. 2010-083143.

WHEREAS, the Grantee is entitled to receive distribution of the property described below under the provisions of the testamentary trust.

NOW, THEREFORE, the Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged and for the purpose of distributing certain real property from the testamentary trust of M. A. Strickland, deceased, hereby distributes, grants, bargains, and conveys unto Grantee and to Grantee's successors, heirs and assigns as her sole and separate property together with the rents, issues and profits therefrom also as her sole and separate property the real property described below located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 4:

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a $\frac{1}{4}$ " rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet;

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Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 331.05 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 210.13 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1000.00 feet, a delta angle of 12 degrees 02 minutes 22 seconds, and a long chord bearing of South 07 degrees 09 minutes 45 seconds East for a distance of 209.74 feet; Thence South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 77.41 feet to the Point of Beginning;

THENCE South 01 degrees 35 minutes 06 second East along said lines for a distance of 307.82; THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 36.36 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 724.24 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 443.75 feet to the centerline of Soldier Creek;

THENCE North 29 degrees 31 minutes 07 seconds West along said centerline for a distance of 140.52 feet to the Southeast Corner of Phillips Creek Subdivision;

THENCE North 00 degrees 13 minutes 24 seconds West along the centerline of Soldier Creek and along the easterly boundary of Phillips Creek Subdivision for a distance of 186.25 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 401.08 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 827.52 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 37.20 feet to the Point of Beginning.

Said property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record or apparent.

Parcel 5:

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a $\frac{1}{4}$ " rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and

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a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet; Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 331.05 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 210.13 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1000.00 feet, a delta angle of 12 degrees 02 minutes 22 seconds, and a long chord bearing of South 07 degrees 09 minutes 45 seconds East for a distance of 209.74 feet; Thence South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 385.23 feet to the Point of Beginning;

THENCE South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 152.29 feet to a $\frac{1}{4}$ " rebar;

THENCE South 00 degrees 39 minutes 58 seconds East for a distance of 192.63 feet;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 34.93 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 882.41 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 149.81 feet to the centerline of Soldier Creek;

THENCE North 10 degrees 33 minutes 07 seconds West along said line for a distance of 140.96 feet;

THENCE North 29 degrees 31 minutes 07 seconds West along said line for a distance of 239.16 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 443.75 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 724.24 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 36.36 feet to the Point of Beginning.

The property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record or apparent.

TOGETHER with a permanent non-exclusive road and utility easement across Parcels 2, 3, 6, and 7 of the Record of Survey recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS), for a road for ingress to and egress from the two tracts of real property first described above which is hereinafter called the "Appurtenant Property" and for utility lines, all of which shall be appurtenant to and shall not be separated from the Appurtenant Property.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 which is adjacent to or near the north boundary of a public road known as "Phillips Creek Road" and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 2, 3, 6 and 7.

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The road and utility easement shall be subject to the following provisions, terms, conditions, restrictions and covenants:

- (i) The Grantee and Grantee's successors, heirs and assigns and their respective employees, tenants, guests, invitees and licensees, at all times hereafter, with or without motor vehicles, or other modes of transportation or on foot shall have the right to cross over, pass and repass along and over the road for the purpose of obtaining ingress to and egress from the Appurtenant Property and for all purposes connected with the use of the Appurtenant Property. Use of the easement for road purposes shall also include the right to construct, grade, level, fill, maintain and repair the roadway in common with all others having a similar right including the laying of a hard surface or gravel. Grantor is not improving the road.
- (ii) The Grantee and Grantee's successors, heirs and assigns and their respective licensees, at all times hereafter, shall have the right to place utility and service lines, conduits, cables and pipelines above and below the level of the ground but within the 60-foot wide easement of all nature and description including, without limitation, telecommunication lines, television cables, electricity lines, natural gas lines, sewer lines, drain lines, water lines and all lines, cables and conduits and pipelines for providing services to the Appurtenant Property and to thereafter maintain, repair and replace those utility and service lines, cables, conduits and pipelines and to remove obstructions which may injure or interfere with the use, occupation and enjoyment of those lines, cables, conduits and pipelines. Use of the utility easement shall also permit the placement on the surface of the ground within the 60-foot wide easement such equipment as is reasonably necessary for the operation of the utility and service lines, cables, conduits and pipelines such as transformers, above ground service centers, poles and other supports with guy wires, cross arms and other attachments or incidental equipment. Grantor is not providing electrical power.
- (iii) The Grantor and the Grantee and their respective successors, heirs and assigns together with their respective employees, tenants, guests, invitees and licensees shall have the common use of the road and utility easement for the purposes herein provided. Each shall use the easement for the purposes herein provided so as not to unreasonably interfere with the use thereof by the other and their respective employees, tenants, guests, invitees and licensees.
- (iv) The Grantee and the Grantee's successors, heirs and assigns shall have unrestricted ingress to and egress from the Appurtenant Property. Neither the Grantor nor the Grantee nor their respective successors, heirs and assigns shall erect, permit or suffer a gate not now in existence, fence or other obstruction to exist across the easement without the written approval of all who own any part of Parcels 2 through 7 of the Strickland ROS. If the written approval is obtained, the barrier shall be constructed of sufficient height and width to allow for the free and unobstructed passage of cattle trucks, combines and farm machinery traveling across the Appurtenant Property. In the event that such a barrier is ever locked, all owners of an interest in the road and utility easement shall be provided with a key or combination to the lock. Maintenance, repair and upkeep of the barrier will be the responsibility of the owner desiring the barrier.
- (v) The Grantor and the Grantee and their respective successors, heirs and assigns and those who use the easement for road purposes shall use the easement in a reasonable manner so as not to damage or injure the servient estate or annoy the occupants thereof and shall not operate a motor vehicle or other vehicles of any type or nature across the easement at a rate of speed greater than what is reasonable under the circumstances and, in no event, at a speed

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greater than 20 miles per hour.

- (vi) Grantor hereby agrees that should the Grantee subdivide, sell, transfer or dispose of all or any part of the Appurtenant Property, the Grantee's successors, heirs and assigns shall have the same right to the use of the easement subject to the conditions herein stated.
- (vii) Maintenance of the uses permitted under this easement shall be the sole responsibility of the Grantee and Grantee's successors, heirs and assigns so long as a similar use of the area within the easement is not made by the Grantor or Grantor's successors, heirs and assigns. In the event a similar use is jointly made by the parties or their respective successors, heirs or assigns, then the maintenance of the particular joint use shall be shared *pro rata* between them in accordance with the extent of the use being made.
- (viii) The easement shall inure to the benefit of, and may be used by all persons who become the owners of, the Appurtenant Property or any part thereof. Each and all of the provisions of this instrument are intended to be construed to be covenants running with the land.
- (ix) The provisions hereof shall apply to and bind the respective parties and their successors, heirs and assigns.
- (x) In the event the owners of the Appurtenant Property desire to change the location of the centerline of the road and utility easement where it lies across the Appurtenant Property, they may do so as long as:
 - (1) the points where it enters and leaves the Appurtenant Property are the same or the owners of the adjacent affected parcels agree in writing that the road may enter each affected adjoining Parcel at a different point;
 - (2) the person or persons changing the location of the centerline immediately relocate any road and utility improvements then existing at that person's or those persons' cost;
 - (3) the relocating work is performed as expeditious as is reasonable; and
 - (4) the relocation must be made in such a manner as not to obstruct travel across the easement or to otherwise injure any person or persons using or interested in the easement.

ALSO TOGETHER with an undivided two-sixths interest in the undivided one-half interest the Grantor retained to the following by virtue of that certain deed entitled "Third Correction Grant Deed" which is identified below:

- (i) Water Right No. 37-679D, a/k/a as Water Right No. 00679D. The two-sixths interest of an undivided one-half interest comprises the right to 0.40 cfs of water for irrigation of the Appurtenant Property with a priority date of June 1, 1885 from Soldier Creek.
- (ii) Water Right No. 37-08897. The two-sixths interest of an undivided one-half interest comprises the right to approximately 1.5 gallons of water per minute (0.08AF/yr) for stock water use on the Appurtenant Property with a priority date of September 30, 1999, from a groundwater source located on the property described in the Third Correction Grant Deed

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as the "North Half."

The Third Correction Grant Deed was between the Grantor and Evelyn G. Strickland and was dated October 8, 2010, and was recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho.

ALSO TOGETHER with an undivided interest in common with all who now hold, or hereafter acquire, an interest in the following easements the Grantor retained or reserved in the Third Correction Grant Deed for the benefit of the real property described therein as the "South Half" of which the Appurtenant Property is a part:

- (i) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.
- (ii) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the pipeline to divert and carry water under Water Right No. 37-08897 to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.

Exclusive use of these easements is not conveyed, but the Grantee shall use the easements in common with all of those who own an interest in Parcels 2, 3, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement across Parcels 2, 3, 6 and 7 of the Strickland ROS for the ditch conveying the water under Water Right No. 37-679D to the Appurtenant property as the same is now located across those parcels together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintaining the ditch shall be equal to the length of the ditch from its start to the point where the user diverts his water (User's Ditch Length) divided by the User's Ditch Length of all users multiplied by the cost of maintenance of the entire ditch. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to the Appurtenant Property and for the benefit of, and shall never

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be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of the Appurtenant Property or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels 2, 3, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 from the south boundary of Parcel 1 of the Strickland ROS to the Appurtenant Property across Parcels 2, 3, 6 and 7 of the Strickland ROS in the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across Parcels 2, 3, 6 and 7 of the Strickland ROS together with sufficient area to use, maintain and operate the pipeline. Each user's share of the cost of maintenance of the pipeline shall be equal to the length of the pipeline from its start to the point where the user diverts his water (User's Pipe Length) divided by the User's Pipe Length of all users multiplied by the cost of maintenance of the entire pipeline. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use this easement in common with all of those who own an interest in Parcels 2, 3, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive road and utility easement across the property first described above for a road for ingress to and egress from Parcels 2, 3, 6 and 7 of the Strickland ROS and for utility lines, all of which shall be appurtenant to, and shall not be separated from, Parcels 2, 3, 6 and 7 of the Strickland ROS.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of the Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 4 and 5.

The road and utility easement reserved shall be subject to the same provisions, terms, conditions, restrictions and covenants set forth in this deed in subparagraphs (i) through (x) with respect to the road and utility easement being granted.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement across the real property first described above for the ditch conveying the water under Water Right No. 37-679D to Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS as the same is now located

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across the real property together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintenance of the ditch shall be computed in the same manner as set forth in this Deed with respect to the ditch easement conveyed on page 6 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event an owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to Parcels 2 through 7 and for the benefit of, and shall never be severed from, Parcels 2, 3, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of the Parcel 2, 3, 6 and 7 or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcels 4 and 5 shall use the easement in common with all of those who own an interest in Parcels 2, 3, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 across the real property first described above for the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across the real property first described above together with sufficient area to use, maintain and operate the pipeline. The obligation for the maintenance of the pipeline shall be shared by the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS in the same manner as that set forth in this Deed with respect to the pipeline easement conveyed on page 7 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, Parcels 2, 3, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcels 4 and 5 shall use this easement in common with all of those who own an interest in Parcels 2, 3, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof as the sole and separate property of the Grantee and also all of the estate, right, title, interest in and to the property, possession, claim and demand whatsoever, as well as in law as in equity, in or to the premises, and every part or parcel thereof with the appurtenances.

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TO HAVE AND TO HOLD all and singular the premises as the sole and separate property of the Grantee and the appurtenances forever,

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Patricia M. Strickland
Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

Jerry A. Strickland
Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

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STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Bunz
Notary Public for State of Idaho
Residing at: Woodell, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Bunz
Notary Public for State of Idaho
Residing at: Woodell, Idaho
My Commission Expires: 1-2-2022

GRANT DEED - 10
Strickland.M.A.50385.RJG.031016

GRANT DEED

THIS GRANT DEED is made and entered into the 24th day of March, 2016, by and between Patricia M. Strickland and Jerry A. Strickland, Co-Trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978 (collectively Grantor), and Herbert W. Strickland, a married person dealing in his sole and separate property, whose address is 3506 South 1700 East, Wendell, Idaho 83355 (Grantee).

WHEREAS, the Grantor comprises the successor Co-Trustees of the testamentary trust created under the Will of M.A. Strickland dated March 29, 1978, which was admitted to probate by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Gooding, Case No. 18251, on June 8, 1981. The Grantor accepted the Co-Trusteeship January 31, 2000, and recorded an Amended Registration of Trust July 12, 2010, with the Camas County Recorder, Camas County, Idaho, as Instrument No. 2010-083143.

WHEREAS, the Grantee is entitled to receive distribution of the property described below under the provisions of the testamentary trust.

NOW, THEREFORE, the Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged and for the purpose of distributing certain real property from the testamentary trust of M. A. Strickland, deceased, hereby distributes, grants, bargains, and conveys unto Grantee and to Grantee's successors, heirs and assigns as his sole and separate property together with the rents, issues and profits therefrom also as his sole and separate property the real property described below located in the NW¼SW¼ of Section 4 and the NE¼SE¼ of Section 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 6:

Part of the NW¼SW¼ of Section 4 and Part of the NE¼SE¼ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said line for a distance of 287.44 feet to a ¼" rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a ¼" rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a ¼" rebar; Thence along a curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a ¼" rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a ¼" rebar; said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet;

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Strickland.M.A.50385.HWS.021716

*This is actually 20385.HWS.17416
didn't change the number*

Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a ¼" rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a ¼" rebar; said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 331.05 feet to a ¼" rebar; Thence along a tangent curve to the right along said lines for a distance of 210.13 feet to a ¼" rebar; said curve having a radius of 1000.00 feet, a delta angle of 12 degrees 02 minutes 22 seconds, and a long chord bearing of South 07 degrees 09 minutes 45 seconds East for a distance of 209.74 feet; Thence South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 537.52 feet to a ¼" rebar; Thence South 00 degrees 39 minutes 58 seconds East for a distance of 192.63 feet the Point of Beginning;

THENCE South 00 degrees 39 minutes 58 seconds East along said lines for a distance of 94.63 feet to a ¼" rebar;

THENCE along a tangent curve to the left along said lines for a distance of 247.89 feet to a ¼" rebar; said curve having a radius of 450.00 feet, a delta angle of 31 degrees 33 minutes 43 seconds, and a long chord bearing of South 16 degrees 26 minutes 47 seconds East for a distance of 244.77 feet;

THENCE South 32 degrees 13 minutes 35 seconds East along said lines for a distance of 29.36 feet;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 32.98 feet to a ¼" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 904.44 feet to a ¼" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 260.71 feet to the centerline of Soldier Creek;

THENCE North 21 degrees 04 minutes 07 seconds West along said centerline for a distance of 43.92 feet;

THENCE North 31 degrees 23 minutes 52 seconds East along said centerline for a distance of 174.61 feet;

THENCE North 10 degrees 33 minutes 07 seconds West along said centerline for a distance of 165.22 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 149.81 feet to a ¼" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 882.41 feet to a ¼" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 34.93 feet to the Point of Beginning.

The property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record or apparent.

TOGETHER with a permanent non-exclusive road and utility easement across Parcels 2, 3, 4, 5 and 7 of the Record of Survey recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS), for a road for ingress to and egress from the real property first described above which is hereinafter called the "Appurtenant Property" and for utility lines, all of which shall be appurtenant to and shall not be separated from the Appurtenant Property.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 which is adjacent to or near the north boundary of a public road known as "Phillips Creek Road" and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 2, 3, 4, 5 and 7.

The road and utility easement shall be subject to the following provisions, terms, conditions, restrictions and covenants:

- (i) The Grantee and Grantee's successors, heirs and assigns and their respective employees, tenants, guests, invitees and licensees, at all times hereafter, with or without motor vehicles, or other modes of transportation or on foot shall have the right to cross over, pass and repass along and over the road for the purpose of obtaining ingress to and egress from the Appurtenant Property and for all purposes connected with the use of the Appurtenant Property. Use of the easement for road purposes shall also include the right to construct, grade, level, fill, maintain and repair the roadway in common with all others having a similar right including the laying of a hard surface or gravel. Grantor is not improving the road.
- (ii) The Grantee and Grantee's successors, heirs and assigns and their respective licensees, at all times hereafter, shall have the right to place utility and service lines, conduits, cables and pipelines above and below the level of the ground but within the 60-foot wide easement of all nature and description including, without limitation, telecommunication lines, television cables, electricity lines, natural gas lines, sewer lines, drain lines, water lines and all lines, cables and conduits and pipelines for providing services to the Appurtenant Property and to thereafter maintain, repair and replace those utility and service lines, cables, conduits and pipelines and to remove obstructions which may injure or interfere with the use, occupation and enjoyment of those lines, cables, conduits and pipelines. Use of the utility easement shall also permit the placement on the surface of the ground within the 60-foot wide easement such equipment as is reasonably necessary for the operation of the utility and service lines, cables, conduits and pipelines such as transformers, above ground service centers, poles and other supports with guy wires, cross arms and other attachments or incidental equipment. Grantor is not providing electrical power.
- (iii) The Grantor and the Grantee and their respective successors, heirs and assigns together with their respective employees, tenants, guests, invitees and licensees shall have the common use of the road and utility easement for the purposes herein provided. Each shall use the easement for the purposes herein provided so as not to unreasonably interfere with the use thereof by the other and their respective employees, tenants, guests, invitees and licensees.
- (iv) The Grantee and the Grantee's successors, heirs and assigns shall have unrestricted ingress to and egress from the Appurtenant Property. Neither the Grantor nor the Grantee nor their respective successors, heirs and assigns shall erect, permit or suffer a gate not now in existence, fence or other obstruction to exist across the easement without the written approval of all who own any part of Parcels 2 through 7 of the Strickland ROS. If the written approval is obtained, the barrier shall be constructed of sufficient height and width to allow for the free and unobstructed passage of cattle trucks, combines and farm machinery traveling across the Appurtenant Property. In the event that such a barrier is ever locked, all owners of an interest in the road and utility easement shall be provided with a key or combination to the lock. Maintenance, repair and upkeep of the barrier will be the

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responsibility of the owner desiring the barrier.

- (v) The Grantor and the Grantee and their respective successors, heirs and assigns and those who use the easement for road purposes shall use the easement in a reasonable manner so as not to damage or injure the servient estate or annoy the occupants thereof and shall not operate a motor vehicle or other vehicles of any type or nature across the easement at a rate of speed greater than what is reasonable under the circumstances and, in no event, at a speed greater than 20 miles per hour.
- (vi) Grantor hereby agrees that should the Grantee subdivide, sell, transfer or dispose of all or any part of the Appurtenant Property, the Grantee's successors, heirs and assigns shall have the same right to the use of the easement subject to the conditions herein stated.
- (vii) Maintenance of the uses permitted under this easement shall be the sole responsibility of the Grantee and Grantee's successors, heirs and assigns so long as a similar use of the area within the easement is not made by the Grantor or Grantor's successors, heirs and assigns. In the event a similar use is jointly made by the parties or their respective successors, heirs or assigns, then the maintenance of the particular joint use shall be shared *pro rata* between them in accordance with the extent of the use being made.
- (viii) The easement shall inure to the benefit of, and may be used by all persons who become the owners of, the Appurtenant Property or any part thereof. Each and all of the provisions of this instrument are intended to be construed to be covenants running with the land.
- (ix) The provisions hereof shall apply to and bind the respective parties and their successors, heirs and assigns.
- (x) In the event the owners of the Appurtenant Property desire to change the location of the centerline of the road and utility easement where it lies across the Appurtenant Property, they may do so as long as:
 - (1) the points where it enters and leaves the Appurtenant Property are the same or the owners of the adjacent affected Parcels agree in writing that the road may enter each affected adjoining Parcel at a different point;
 - (2) the person or persons changing the location of the centerline immediately relocate any road and utility improvements then existing at that person's or those persons' cost;
 - (3) the relocating work is performed as expeditious as is reasonable; and
 - (4) the relocation must be made in such a manner as not to obstruct travel across the easement or to otherwise injure any person or persons using or interested in the easement.

ALSO TOGETHER with an undivided one-sixth interest in the undivided one-half interest the Grantor retained to the following by virtue of that certain deed entitled "Third Correction Grant Deed" which is identified below:

- (i) Water Right No. 37-679D, a/k/a as Water Right No. 00679D. The one-sixth interest of an

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undivided one-half interest comprises the right to 0.20 cfs of water for irrigation of the Appurtenant Property with a priority date of June 1, 1885 from Soldier Creek.

- (ii) Water Right No. 37-08897. The one-sixth interest of an undivided one-half interest comprises the right to approximately 0.75 gallons of water per minute (0.04 AF/yr) for stock water use on the Appurtenant Property with a priority date of September 30, 1999, from a groundwater source located on the property described in the Third Correction Grant Deed as the "North Half."

The Third Correction Grant Deed was between the Grantor and Evelyn G. Strickland and was dated October 8, 2010, and was recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho.

ALSO TOGETHER with an undivided interest in common with all who now hold, or hereafter acquire, an interest in the following easements the Grantor retained or reserved in the Third Correction Grant Deed for the benefit of the real property described therein as the "South Half" of which the Appurtenant Property is a part:

- (i) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.
- (ii) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the pipeline to divert and carry water under Water Right No. 37-08897 to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.

Exclusive use of these easements is not conveyed, but the Grantee shall use the easements in common with all of those who own an interest in Parcels 2, 3, 4, 5, and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement across Parcels 2, 3, 4, 5 and 7 of the Strickland ROS for the ditch conveying the water under Water Right No. 37-679D to the Appurtenant property as the same is now located across those Parcels together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintaining the ditch shall be equal to the length of the ditch from its start to the point where the user diverts his water (User's Ditch Length) divided by the User's Ditch Length of all users multiplied by the cost of maintenance of the entire ditch. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which

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interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to the Appurtenant Property and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of the Appurtenant Property or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 from the south boundary of Parcel 1 of the Strickland ROS to the Appurtenant Property across Parcels 2, 3, 4, 5 and 7 of the Strickland ROS in the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across Parcels 2, 3, 4, 5 and 7 of the Strickland ROS together with sufficient area to use, maintain and operate the pipeline. Each user's share of the cost of maintenance of the pipeline shall be equal to the length of the pipeline from its start to the point where the user diverts his water (User's Pipe Length) divided by the User's Pipe Length of all users multiplied by the cost of maintenance of the entire pipeline. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use this easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive road and utility easement across the property first described above for a road for ingress to and egress from Parcels 2, 3, 4, 5 and 7 of the Strickland ROS and for utility lines, all of which shall be appurtenant to, and shall not be separated from, Parcels 2, 3, 4, 5 and 7 of the Strickland ROS.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of the Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcel 6.

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The road and utility easement reserved shall be subject to the same provisions, terms, conditions, restrictions and covenants set forth in this deed in subparagraphs (f) through (x) with respect to the road and utility easement being granted.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement across the real property first described above for the ditch conveying the water under Water Right No. 37-679D to Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS as the same is now located across the real property together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintenance of the ditch shall be computed in the same manner as set forth in this Deed with respect to the ditch easement conveyed on page 5 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to Parcels 2, 3, 4, 5 and 7 and for the benefit of, and shall never be severed from, Parcels 2, 3, 4, 5 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2 through 7 or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 6 shall use the easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 across the real property first described above for the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across the real property first described above together with sufficient area to use, maintain and operate the pipeline. The cost of the maintenance of the pipeline shall be shared by the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS in the same manner as that set forth in this Deed with respect to the pipeline easement conveyed on page 6 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, Parcels 2, 3, 4, 5 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 6 shall use this easement in common with all of those who own an interest in Parcels 2, 3, 4, 5 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

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ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof as the sole and separate property of the Grantee and also all of the estate, right, title, interest in and to the property, possession, claim and demand whatsoever, as well as in law as in equity, in or to the premises, and every part or parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the premises as the sole and separate property of the Grantee and the appurtenances forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.


Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978


Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

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STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodhill, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodhill, Idaho
My Commission Expires: 1-2-2022

GRANT DEED

THIS GRANT DEED is made and entered into the 24 day of March, 2016, by and between Patricia M. Strickland and Jerry A. Strickland, Co-Trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978 (collectively Grantor), and Jerry A. Strickland, a married person dealing in his sole and separate property, whose address is 1738 East 3400 South, Wendell, Idaho 83355 (Grantee).

WHEREAS, the Grantor comprises the successor Co-Trustees of the testamentary trust created under the Will of M. A. Strickland dated March 29, 1978, which was admitted to probate by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Gooding, Case No. 18251, on June 8, 1981. The Grantor accepted the Co-Trusteeship January 31, 2000, and recorded an Amended Registration of Trust July 12, 2010, with the Camas County Recorder, Camas County, Idaho, as Instrument No. 2010-083143.

WHEREAS, the Grantee is entitled to receive distribution of the property described below under the provisions of the testamentary trust.

NOW, THEREFORE, the Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged and for the purpose of distributing certain real property from the testamentary trust of M. A. Strickland, deceased, hereby distributes, grants, bargains, and conveys unto Grantee and to Grantee's successors, heirs and assigns as his sole and separate property together with the rents, issues and profits therefrom also as his sole and separate property the real property described below located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 2:

Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said line for a distance of 287.44 feet to a $\frac{1}{4}$ " rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a $\frac{1}{4}$ " rebar; Thence along having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet;

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Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a $\frac{1}{4}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a $\frac{1}{4}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 54.88 feet which shall be the Point of Beginning;

THENCE South 13 degrees 10 minutes 54 seconds East along the centerline of Soldier Creek Road and the westerly boundary of Silver Brush Subdivision for a distance of 276.17 feet to a $\frac{1}{4}$ " rebar;

THENCE along a tangent curve to the right along said lines for a distance of 3.80 feet, said curve having a radius of 1000.00 feet, a delta angle of 00 degrees 13 minutes 04 seconds, and a long chord bearing of South 13 degrees 04 minutes 42 seconds East for a distance of 3.80 feet;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 35.12 feet to a $\frac{1}{4}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 823.85 feet to a $\frac{1}{4}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 603.96 feet to the centerline of Soldier Creek and the easterly boundary of Phillips Creek Subdivision;

THENCE North 03 degrees 56 minutes 04 seconds East along said lines for a distance of 272.12 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 479.79 feet to a $\frac{1}{4}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 868.19 feet to a $\frac{1}{4}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 32.43 feet to the Point of Beginning.

The property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record or apparent.

TOGETHER with a permanent non-exclusive road and utility easement across Parcels 3, 4, 5, 6 and 7 of the Record of Survey recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS), for a road for ingress to and egress from the real property first described above which is hereinafter called the "Appurtenant Property" and for utility lines, all of which shall be appurtenant to and shall not be separated from the Appurtenant Property.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 which is adjacent to or near the north boundary of a public road known as "Phillips Creek Road" and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 3, 4, 5, 6 and 7.

The road and utility easement shall be subject to the following provisions, terms, conditions, restrictions and covenants:

- (i) The Grantee and Grantee's successors, heirs and assigns and their respective employees, tenants, guests, invitees and licensees, at all times hereafter, with or without motor vehicles,

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or other modes of transportation or on foot shall have the right to cross over, pass and repass along and over the road for the purpose of obtaining ingress to and egress from the Appurtenant Property and for all purposes connected with the use of the Appurtenant Property. Use of the easement for road purposes shall also include the right to construct, grade, level, fill, maintain and repair the roadway in common with all others having a similar right including the laying of a hard surface or gravel. Grantor is not improving the road.

- (ii) The Grantee and Grantee's successors, heirs and assigns and their respective licensees, at all times hereafter, shall have the right to place utility and service lines, conduits, cables and pipelines above and below the level of the ground but within the 60-foot wide easement of all nature and description including, without limitation, telecommunication lines, television cables, electricity lines, natural gas lines, sewer lines, drain lines, water lines and all lines, cables and conduits and pipelines for providing services to the Appurtenant Property and to thereafter maintain, repair and replace those utility and service lines, cables, conduits and pipelines and to remove obstructions which may injure or interfere with the use, occupation and enjoyment of those lines, cables, conduits and pipelines. Use of the utility easement shall also permit the placement on the surface of the ground within the 60-foot wide easement such equipment as is reasonably necessary for the operation of the utility and service lines, cables, conduits and pipelines such as transformers, above ground service centers, poles and other supports with guy wires, cross arms and other attachments or incidental equipment. Grantor is not providing electrical power.

- (iii) The Grantor and the Grantee and their respective successors, heirs and assigns together with their respective employees, tenants, guests, invitees and licensees shall have the common use of the road and utility easement for the purposes herein provided. Each shall use the easement for the purposes herein provided so as not to unreasonably interfere with the use thereof by the other and their respective employees, tenants, guests, invitees and licensees.

- (iv) The Grantee and the Grantee's successors, heirs and assigns shall have unrestricted ingress to and egress from the Appurtenant Property. Neither the Grantor nor the Grantee nor their respective successors, heirs and assigns shall erect, permit or suffer a gate not now in existence, fence or other obstruction to exist across the easement without the written approval of all who own any part of Parcels 2 through 7 of the Strickland ROS. If the written approval is obtained, the barrier shall be constructed of sufficient height and width to allow for the free and unobstructed passage of cattle trucks, combines and farm machinery traveling across the Appurtenant Property. In the event that such a barrier is ever locked, all owners of an interest in the road and utility easement shall be provided with a key or combination to the lock. Maintenance, repair and upkeep of the barrier will be the responsibility of the owner desiring the barrier.

- (v) The Grantor and the Grantee and their respective successors, heirs and assigns and those who use the easement for road purposes shall use the easement in a reasonable manner so as not to damage or injure the servient estate or annoy the occupants thereof and shall not operate a motor vehicle or other vehicles of any type or nature across the easement at a rate of speed greater than what is reasonable under the circumstances and, in no event, at a speed greater than 20 miles per hour.

- (vi) Grantor hereby agrees that should the Grantee subdivide, sell, transfer or dispose of all or any part of the Appurtenant Property, the Grantee's successors, heirs and assigns shall have the same right to the use of the easement subject to the conditions herein stated.

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- (vii) Maintenance of the uses permitted under this easement shall be the sole responsibility of the Grantee and Grantee's successors, heirs and assigns so long as a similar use of the area within the easement is not made by the Grantor or Grantor's successors, heirs and assigns. In the event a similar use is jointly made by the parties or their respective successors, heirs or assigns, then the maintenance of the particular joint use shall be shared *pro rata* between them in accordance with the extent of the use being made.

- (viii) The easement shall inure to the benefit of, and may be used by all persons who become the owners of, the Appurtenant Property or any part thereof. Each and all of the provisions of this instrument are intended to be construed to be covenants running with the land.

- (ix) The provisions hereof shall apply to and bind the respective parties and their successors, heirs and assigns.

- (x) In the event the owners of the Appurtenant Property desire to change the location of the centerline of the road and utility easement where it lies across the Appurtenant Property, they may do so as long as:

- (1) the points where it enters and leaves the Appurtenant Property are the same or the owners of the adjacent affected Parcels agree in writing that the road may enter each affected adjoining Parcel at a different point;
- (2) the person or persons changing the location of the centerline immediately relocate any road and utility improvements then existing at that person's or those persons' cost;
- (3) the relocating work is performed as expeditious as is reasonable; and
- (4) the relocation must be made in such a manner as not to obstruct travel across the easement or to otherwise injure any person or persons using or interested in the easement.

ALSO TOGETHER with an undivided one-sixth interest in the undivided one-half interest the Grantor retained to the following by virtue of that certain deed entitled "Third Correction Grant Deed" which is identified below:

- (i) Water Right No. 37-679D, s/k/a as Water Right No. 00679D. The one-sixth interest of an undivided one-half interest comprises the right to 0.20 cfs of water for irrigation of the Appurtenant Property with a priority date of June 1, 1885 from Soldier Creek.
- (ii) Water Right No. 37-08897. The one-sixth interest of an undivided one-half interest comprises the right to approximately 0.75 gallons of water per minute (0.04 AF/yr) for stock water use on the Appurtenant Property with a priority date of September 30, 1999, from a groundwater source located on the property described in the Third Correction Grant Deed as the "North Half."

The Third Correction Grant Deed was between the Grantor and Evelyn G. Strickland and was dated October 8, 2010, and was recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho.

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ALSO TOGETHER with an undivided interest in common with all who now hold, or hereafter acquire, an interest in the following easements the Grantor retained or reserved in the Third Correction Grant Deed for the benefit of the real property described therein as the "South Half" of which the Appurtenant Property is a part:

- (i) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.
- (ii) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the pipeline to divert and carry water under Water Right No. 37-08897 to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.

Exclusive use of these easements is not conveyed, but the Grantee shall use the easements in common with all of those who own an interest in Parcels 3, 4, 5, 6, and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement across Parcels 3, 4, 5, 6 and 7 of the Strickland ROS for the ditch conveying the water under Water Right No. 37-679D to the Appurtenant property as the same is now located across those Parcels together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintaining the ditch shall be equal to the length of the ditch from its start to the point where the user diverts his water (User's Ditch Length) divided by the User's Ditch Length of all users multiplied by the cost of maintenance of the entire ditch. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to the Appurtenant Property and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of the Appurtenant Property or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels 3, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and

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provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 from the south boundary of Parcel 1 of the Strickland ROS to the Appurtenant Property across Parcels 3, 4, 5, 6 and 7 of the Strickland ROS in the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across Parcels 3, 4, 5, 6 and 7 of the Strickland ROS together with sufficient area to use, maintain and operate the pipeline. Each user's share of the cost of maintenance of the pipeline shall be equal to the length of the pipeline from its start to the point where the user diverts his water (User's Pipe Length) divided by the User's Pipe Length of all users multiplied by the cost of maintenance of the entire pipeline. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use this easement in common with all of those who own an interest in Parcels 3, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive road and utility easement across the property first described above for a road for ingress to and egress from Parcels 3, 4, 5, 6 and 7 of the Strickland ROS and for utility lines, all of which shall be appurtenant to, and shall not be separated from, Parcels 3, 4, 5, 6 and 7 of the Strickland ROS.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of the Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcel 2.

The road and utility easement reserved shall be subject to the same provisions, terms, conditions, restrictions and covenants set forth in this deed in subparagraphs (i) through (x) with respect to the road and utility easement being granted.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement across the real property first described above for the ditch conveying the water under Water Right No. 37-679D to Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS as the same is now located across the real property together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintenance of the ditch shall be computed in the same manner as set forth in this Deed with respect to the ditch easement conveyed on page 5 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the

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easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event an owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to Parcels 3, 4, 5, 6 and 7 and for the benefit of, and shall never be severed from, Parcels 3, 4, 5, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2 through 7 or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 2 shall use the easement in common with all of those who own an interest in Parcels 3, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 across the real property first described above for the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across the real property first described above together with sufficient area to use, maintain and operate the pipeline. The cost of the maintenance of the pipeline shall be shared by the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS in the same manner as that set forth in this Deed with respect to the pipeline easement conveyed on page 6 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, Parcels 3, 4, 5, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 2 shall use this easement in common with all of those who own an interest in Parcels 3, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof as the sole and separate property of the Grantee and also all of the estate, right, title, interest in and to the property, possession, claim and demand whatsoever, as well as in law as in equity, in or to the premises, and every part or parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the premises as the sole and separate property of the Grantee and the appurtenances forever.

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IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.


Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978


Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

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STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Wendell, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Wendell, Idaho
My Commission Expires: 1-2-2022

GRANT DEED

THIS GRANT DEED is made and entered into the 24 day of March, 2016, by and between Patricia M. Strickland and Jerry A. Strickland, Co-Trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978 (collectively Grantor), and Patricia M. Strickland, an unmarried person dealing in her sole and separate property, whose address is 1077 East 2100 South, Bliss, Idaho 83314 (Grantee).

WHEREAS, the Grantor comprises the successor Co-Trustees of the testamentary trust created under the Will of M.A. Strickland dated March 29, 1978, which was admitted to probate by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Gooding, Case No. 18251, on June 8, 1981. The Grantor accepted the Co-Trusteeship January 31, 2008, and recorded an Amended Registration of Trust July 12, 2010, with the Camas County Recorder, Camas County, Idaho, as Instrument No. 2010-083143.

WHEREAS, the Grantee is entitled to receive distribution of the property described below under the provisions of the testamentary trust.

NOW, THEREFORE, the Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged and for the purpose of distributing certain real property from the testamentary trust of M.A. Strickland, deceased, hereby distributes, grants, bargains, and conveys unto Grantee and to Grantee's successors, heirs and assigns as her sole and separate property together with the rents, issues and profits therefrom also as her sole and separate property the real property described below located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 3:

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a $\frac{1}{8}$ " rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a $\frac{1}{8}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a $\frac{1}{8}$ " rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a $\frac{1}{8}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a $\frac{1}{8}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 35 seconds, and

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a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet; Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a $\frac{1}{8}$ " rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a $\frac{1}{8}$ " rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 331.05 feet to a $\frac{1}{8}$ " rebar; Thence along a tangent curve to the right along said lines for a distance of 3.80 feet, said curve having a radius of 1000.00 feet, a delta angle of 00 degrees 13 minutes 04 seconds, and a long chord bearing of South 13 degrees 04 minutes 42 seconds East for a distance of 3.80 feet to the Point of Beginning;

THENCE along a non-tangent curve to the right along the centerline of Soldier Creek Road and the westerly boundary of Silver Brush Subdivision for a distance of 206.33 feet to a $\frac{1}{8}$ " rebar, said curve having a radius of 1000.00 feet, a delta angle of 11 degrees 49 minutes 19 seconds, and a long chord bearing of South 07 degrees 03 minutes 13 seconds East for a distance of 205.96 feet;

THENCE South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 77.41 feet;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 37.20 feet to a $\frac{1}{8}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 827.52 feet to a $\frac{1}{8}$ " rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 401.08 feet to the centerline of Soldier Creek and the easterly boundary of Phillips Creek Subdivision;

THENCE North 00 degrees 13 minutes 24 seconds West along said lines for a distance of 11.97 feet;

THENCE North 41 degrees 35 minutes 55 seconds West along said lines for a distance of 340.03 feet;

THENCE North 03 degrees 56 minutes 02 seconds East along said lines for a distance of 18.22 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 603.96 feet to a $\frac{1}{8}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 823.85 feet to a $\frac{1}{8}$ " rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 35.12 feet to the Point of Beginning.

The property contains 8.87 acres more or less and is subject to taxes and assessments for the year 2016; a right of way for Soldier Creek Road; and other easements, reservations and restrictions of record or apparent.

TOGETHER with a permanent non-exclusive road and utility easement across Parcels 2, 4, 5, 6 and 7 of the Record of Survey recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS), for a road for ingress to and egress from the real property first described above which is hereinafter called the "Appurtenant Property" and for utility lines, all of which shall be appurtenant to and shall not be separated from the Appurtenant Property.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 which is adjacent to or near the north boundary of a public road known as "Phillips Creek Road" and proceeds in a generally northerly direction to the north boundary

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of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcels 2, 4, 5, 6 and 7.

The road and utility easement shall be subject to the following provisions, terms, conditions, restrictions and covenants:

- (i) The Grantee and Grantee's successors, heirs and assigns and their respective employees, tenants, guests, invitees and licensees, at all times hereafter, with or without motor vehicles, or other modes of transportation or on foot shall have the right to cross over, pass and repass along and over the road for the purpose of obtaining ingress to and egress from the Appurtenant Property and for all purposes connected with the use of the Appurtenant Property. Use of the easement for road purposes shall also include the right to construct, grade, level, fill, maintain and repair the roadway in common with all others having a similar right including the laying of a hard surface or gravel. Grantor is not improving the road.
- (ii) The Grantee and Grantee's successors, heirs and assigns and their respective licensees, at all times hereafter, shall have the right to place utility and service lines, conduits, cables and pipelines above and below the level of the ground but within the 60-foot wide easement of all nature and description including, without limitation, telecommunication lines, television cables, electricity lines, natural gas lines, sewer lines, drain lines, water lines and all lines, cables and conduits and pipelines for providing services to the Appurtenant Property and to thereafter maintain, repair and replace those utility and service lines, cables, conduits and pipelines and to remove obstructions which may injure or interfere with the use, occupation and enjoyment of those lines, cables, conduits and pipelines. Use of the utility easement shall also permit the placement on the surface of the ground within the 60-foot wide easement such equipment as is reasonably necessary for the operation of the utility and service lines, cables, conduits and pipelines such as transformers, above ground service centers, poles and other supports with guy wires, cross arms and other attachments or incidental equipment. Grantor is not providing electrical power.
- (iii) The Grantor and the Grantee and their respective successors, heirs and assigns together with their respective employees, tenants, guests, invitees and licensees shall have the common use of the road and utility easement for the purposes herein provided. Each shall use the easement for the purposes herein provided so as not to unreasonably interfere with the use thereof by the other and their respective employees, tenants, guests, invitees and licensees.
- (iv) The Grantee and the Grantee's successors, heirs and assigns shall have unrestricted ingress to and egress from the Appurtenant Property. Neither the Grantor nor the Grantee nor their respective successors, heirs and assigns shall erect, permit or suffer a gate not now in existence, fence or other obstruction to exist across the easement without the written approval of all who own any part of Parcels 2 through 7 of the Strickland ROS. If the written approval is obtained, the barrier shall be constructed of sufficient height and width to allow for the free and unobstructed passage of cattle trucks, combines and farm machinery traveling across the Appurtenant Property. In the event that such a barrier is ever locked, all owners of an interest in the road and utility easement shall be provided with a key or combination to the lock. Maintenance, repair and upkeep of the barrier will be the responsibility of the owner desiring the barrier.

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- (v) The Grantor and the Grantee and their respective successors, heirs and assigns and those who use the easement for road purposes shall use the easement in a reasonable manner so as not to damage or injure the servient estate or annoy the occupants thereof and shall not operate a motor vehicle or other vehicles of any type or nature across the easement at a rate of speed greater than what is reasonable under the circumstances and, in no event, at a speed greater than 20 miles per hour.
- (vi) Grantor hereby agrees that should the Grantee subdivide, sell, transfer or dispose of all or any part of the Appurtenant Property, the Grantee's successors, heirs and assigns shall have the same right to the use of the easement subject to the conditions herein stated.
- (vii) Maintenance of the uses permitted under this easement shall be the sole responsibility of the Grantee and Grantee's successors, heirs and assigns so long as a similar use of the area within the easement is not made by the Grantor or Grantor's successors, heirs and assigns. In the event a similar use is jointly made by the parties or their respective successors, heirs or assigns, then the maintenance of the particular joint use shall be shared *pro rata* between them in accordance with the extent of the use being made.
- (viii) The easement shall inure to the benefit of, and may be used by all persons who become the owners of the Appurtenant Property or any part thereof. Each and all of the provisions of this instrument are intended to be construed to be covenants running with the land.
- (ix) The provisions hereof shall apply to and bind the respective parties and their successors, heirs and assigns.
- (x) In the event the owners of the Appurtenant Property desire to change the location of the centerline of the road and utility easement where it lies across the Appurtenant Property, they may do so as long as:
 - (1) the points where it enters and leaves the Appurtenant Property are the same or the owners of the adjacent affected Parcels agree in writing that the road may enter each affected adjoining Parcel at a different point;
 - (2) the person or persons changing the location of the centerline immediately relocate any road and utility improvements then existing at that person's or those persons' cost;
 - (3) the relocating work is performed as expeditious as is reasonable; and
 - (4) the relocation must be made in such a manner as not to obstruct travel across the easement or to otherwise injure any person or persons using or interested in the easement.

ALSO TOGETHER with an undivided one-sixth interest in the undivided one-half interest the Grantor retained to the following by virtue of that certain deed entitled "Third Correction Grant Deed" which is identified below:

- (i) Water Right No. 37-679D, a/k/a as Water Right No. 00679D. The one-sixth interest of an undivided one-half interest comprises the right to 0.20 cfs of water for irrigation of the Appurtenant Property with a priority date of June 1, 1885 from Soldier Creek.

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- (ii) Water Right No. 37-08897. The one-sixth interest of an undivided one-half interest comprises the right to approximately 0.75 gallons of water per minute (0.04 AF/yr) for stock water use on the Appurtenant Property with a priority date of September 30, 1999, from a groundwater source located on the property described in the Third Correction Grant Deed as the "North Half."

The Third Correction Grant Deed was between the Grantor and Evelyn G. Strickland and was dated October 8, 2010, and was recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho.

ALSO TOGETHER with an undivided interest in common with all who now hold, or hereafter acquire, an interest in the following easements the Grantor retained or reserved in the Third Correction Grant Deed for the benefit of the real property described therein as the "South Half" of which the Appurtenant Property is a part:

- (i) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.
- (ii) The permanent non-exclusive easement across the property described in the Third Correction Grant Deed as the "North Half" for the pipeline to divert and carry water under Water Right No. 37-08897 to the property described in that deed as the "South Half" of which the Appurtenant Property is a portion. The undivided interest in this easement shall be subject to all of the terms and provisions contained in the Third Correction Grant Deed including, without limitation, all of the obligations of the Grantor and all of the rights as set forth in the Third Correction Grant Deed.

Exclusive use of these easements is not conveyed, but the Grantee shall use the easements in common with all of those who own an interest in Parcels 2, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement across Parcels 2, 4, 5, 6 and 7 of the Strickland ROS for the ditch conveying the water under Water Right No. 37-679D to the Appurtenant property as the same is now located across those Parcels together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintaining the ditch shall be equal to the length of the ditch from its start to the point where the user diverts his water (User's Ditch Length) divided by the User's Ditch Length of all users multiplied by the cost of maintenance of the entire ditch. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a

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buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to the Appurtenant Property and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of the Appurtenant Property or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use the easement in common with all of those who own an interest in Parcels 2, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO TOGETHER with a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 from the south boundary of Parcel 1 of the Strickland ROS to the Appurtenant Property across Parcels 2, 4, 5, 6 and 7 of the Strickland ROS in the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across Parcels 2, 4, 5, 6 and 7 of the Strickland ROS together with sufficient area to use, maintain and operate the pipeline. Each user's share of the cost of maintenance of the pipeline shall be equal to the length of the pipeline from its start to the point where the user diverts his water (User's Pipe Length) divided by the User's Pipe Length of all users multiplied by the cost of maintenance of the entire pipeline. The easement shall permit the owner of the Appurtenant Property and its successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, the Appurtenant Property and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not conveyed, but the Grantee shall use this easement in common with all of those who own an interest in Parcels 2, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive road and utility easement across the property first described above for a road for ingress to and egress from Parcels 2, 4, 5, 6 and 7 of the Strickland ROS and for utility lines, all of which shall be appurtenant to, and shall not be separated from, Parcels 2, 4, 5, 6 and 7 of the Strickland ROS.

The centerline of the road and the centerline of the utility easement shall be centered over the existing unimproved lane lying across Parcels 2 through 7 of the Strickland ROS. The southerly end of the lane commences on the south boundary of Parcel 7 and proceeds in a generally northerly direction to the north boundary of Parcel 2. The easement shall be 60 feet in width, centered 30 feet on each side of the centerline of the existing unimproved lane as it exists on Parcel 3.

The road and utility easement reserved shall be subject to the same provisions, terms, conditions, restrictions and covenants set forth in this deed in subparagraphs (i) through (x) with respect to the road and utility easement being granted.

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ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement across the real property first described above for the ditch conveying the water under Water Right No. 37-679D to Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS as the same is now located across the real property together with sufficient area to use, maintain and operate the ditch. Each user's share of the cost of maintenance of the ditch shall be computed in the same manner as set forth in this Deed with respect to the ditch easement conveyed on page 5 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the ditch for the conveyance of the irrigation water, (2) clean out, maintain and repair the ditch, and (3) have the full right of ingress and egress as reasonably necessary for the full and complete use, occupation and enjoyment of the easement, including the right, from time to time, to remove obstructions therefrom which interfere with the use, occupation and enjoyment of the easement. If at any time, the ditch is to be reconstructed as opposed to simply maintaining, cleaning out and repairing the ditch, or in the event the owners of Parcels 2 through 7 of the Strickland ROS or their successors, heirs or assigns desire to place a buried pipeline within the existing ditch for the purpose of conveying the water under this water right to Parcels 2 through 7, then the owners of Parcels 2 through 7 or their successors, heirs or assigns shall have the right to replace the ditch with the buried pipeline or to reconstruct the ditch at their sole cost and expense. The ditch easement shall be appurtenant to Parcels 2, 4, 5, 6 and 7 and for the benefit of, and shall never be severed from, Parcels 2, 4, 5, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of the Parcels 2 through 7 or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 3 shall use the easement in common with all of those who also own an interest in Parcels 2, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed. The easements shall be appurtenant to and shall not be separated from the Appurtenant Property.

ALSO RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent non-exclusive easement to convey water as part of Water Right No. 37-08897 across the real property first described above for the buried non-perforated pipeline referred to in the Third Correction Grant Deed. The easement for the pipeline shall include the entire length of the pipeline as it presently exists across the real property first described above together with sufficient area to use, maintain and operate the pipeline. The cost of the maintenance of the pipeline shall be shared by the owners of Parcels 2, 3, 4, 5, 6 and 7 of the Strickland ROS in the same manner as that set forth in this Deed with respect to the pipeline easement conveyed on page 6 of this Deed. The easement shall permit the owners of Parcels 2 through 7 and their successors, heirs and assigns to (1) at all times hereafter use the pipeline for conveyance of stock water, (2) clean out, maintain and repair the pipeline, and (3) have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the pipeline, including the right from time to time, to remove obstructions which interfere with the use, occupation and enjoyment of the easement. The easement for the pipeline is appurtenant to, and for the benefit of, and shall never be severed from, Parcels 2, 4, 5, 6 and 7 and shall inure to the benefit of, and may be used by, all persons who become the owners of Parcels 2, 4, 5, 6 and 7 of the Strickland ROS or any part thereof. Each and all of the provisions of the easement are intended to be and shall be construed to be covenants running with the land.

Exclusive use of this easement is not reserved, but the owner of Parcel 3 shall use this easement in common with all of those who own an interest in Parcels 2, 4, 5, 6 and 7 of the Strickland ROS subject to the terms and provisions of the Third Correction Grant Deed.

ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof as the sole and separate property of the Grantee and also all of the estate, right, title,

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interest in and to the property, possession, claim and demand whatsoever, as well as in law as in equity, in or to the premises, and every part or parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the premises as the sole and separate property of the Grantee and the appurtenances forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.


Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978


Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

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STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Bunney
Notary Public for State of Idaho
Residing at: Woodlee, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 24 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Bunney
Notary Public for State of Idaho
Residing at: Woodlee, Idaho
My Commission Expires: 1-2-2022

CAMAS COUNTY
Recorded at:
JERRY STRICKLAND
11:25:24 am 03-15-2016
2016-087087
No. Page: 11 Fee: \$40.00
KORRI BLODGETT
County Clerk
Deputy: DWALTON

BOUNDARY AGREEMENT

This Boundary Agreement is made and entered into this 11th day of March, 2016, by and between PATRICIA M. STRICKLAND and JERRY A. STRICKLAND, Co-Trustees of the Testamentary Trust under the Will of M. A. Strickland dated March 29, 1978 (collectively Co-Trustees), and JERRY A. STRICKLAND and CAROL M. STRICKLAND, husband and wife (collectively J & C Strickland). The Co-Trustees' address is 1077 East 2100 South, Bliss, Idaho 83314. J & C Strickland's address is 1738 East 3400 South, Wendell, Idaho 83355.

WHEREAS, the Co-Trustees are the owners of a parcel of real property described in that certain deed which was entitled "Third Correction Grant Deed (South Half of Soldier Creek Place)." The parcel for convenience was called the "South Half." The Third Correction Grant Deed (South Half of Soldier Creek Place) was recorded as Instrument No. 2010-083344, records of the Camas County Recorder, Camas County, Idaho.

WHEREAS, J & C Strickland are the owners of a parcel of real property described in that certain deed entitled "Deed of Gift (North Half of Soldier Creek Place)." The parcel for convenience was called the "North Half." The Deed of Gift (North Half of Soldier Creek Place) was recorded as Instrument No. 2012-08429, records of the Camas County Recorder, Camas County, Idaho.

WHEREAS, under the Third Correction Grant Deed (South Half of Soldier Creek Place) and the Deed of Gift (North Half of Soldier Creek Place) the boundary between the North Half and the South Half had not been established by a surveyed description but the owners could, at any time, retain the services of a surveyor to locate the dividing or boundary line on the ground describing both halves with separate metes and bounds descriptions.

WHEREAS, the parties have obtained the survey of their respective parcels. The survey was recorded as Instrument No. 2015-086899, records of the Camas County Recorder, Camas County, Idaho (Strickland ROS). A copy of the Strickland ROS is attached hereto as Exhibit A. The Strickland ROS is incorporated herein as if set out in full.

WHEREAS, the parties desire to describe and define by metes and bounds descriptions the real property comprising both the North Half and the South Half as the same were defined in the above deeds and, as a result, to also describe by metes and bounds descriptions the property owned by each party.

NOW THEREFORE, in consideration of the mutual advantages and disadvantages incident to fully defining what property comprises the North Half and the South Half, it is mutually agreed as follows:

1. DESCRIPTION OF NORTH HALF. The real property comprising the North Half which is that owned by J & C Strickland is that shown on the Strickland ROS as Parcel 1 which is more particularly described as follows:

BOUNDARY AGREEMENT- 1
wdcStricklandMA.50385BoundaryAgmt.030916

Parcel 1:

Part of Gov't Lot 4 and the SW¼NW¼ of Section 4 and Part of Gov't Lot 1 and the SE¼NE¼ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top which shall be the Point of Beginning:

THENCE South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision;

THENCE South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a ½" rebar;

THENCE South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a ½" rebar;

THENCE along a tangent curve to the left along said lines for a distance of 102.24 feet to a ¾" rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet;

THENCE South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a ¾" rebar;

THENCE along a tangent curve to the right along said lines for a distance of 226.44 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet;

THENCE South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a ¾" rebar;

THENCE along a tangent curve to the left along said lines for a distance of 187.74 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet;

THENCE South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 54.88 feet;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 32.43 feet to a ½" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 868.19 feet to a ½" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 479.79 feet to the centerline of Soldier Creek and the easterly boundary of the Phillips Creek Subdivision;

THENCE North 03 degrees 56 minutes 04 seconds East along said lines for a distance of 170.70 feet;

THENCE North 24 degrees 55 minutes 35 seconds East along said lines for a distance of 305.72 feet;

THENCE North 12 degrees 43 minutes 54 seconds East along said lines for a distance of 265.11 feet;

THENCE North 01 degrees 22 minutes 27 seconds West along said lines for a distance of 245.16 feet;

THENCE North 12 degrees 24 minutes 27 seconds West along said lines for a distance of 259.68 feet;

THENCE North 00 degrees 32 minutes 27 seconds West along said lines for a distance of 293.51 feet;

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wdcStricklandMA.50385BoundaryAgmt.030916

THENCE North 00 degrees 28 minutes 03 seconds East along said lines for a distance of 235.06 feet;

THENCE North 36 degrees 35 minutes 27 seconds East along said lines for a distance of 233.11 feet;

THENCE North 13 degrees 06 minutes 36 seconds West along said lines for a distance of 254.93 feet to the Northeast Corner of Phillips Creek Subdivision;

THENCE North 13 degrees 06 minutes 36 seconds West along the centerline of Soldier Creek for a distance of 7.63 feet to the north line of Section 5;

THENCE South 89 degrees 13 minutes 50 seconds East along said line for a distance of 80.26 feet to a ½" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East along said line for a distance of 715.93 feet to a ½" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East along said line for a distance of 40.18 feet to the Point of Beginning.

2. DESCRIPTION OF SOUTH HALF. The real property comprising the South Half which is that owned by the Co-Trustees is that shown on the Strickland ROS as Parcels 2, 3, 4, 5, 6 and 7 which are more particularly described as follows:

Parcel 2:

Part of the SW¼NW¼ of Section 4 and Part of the SE¼NE¼ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a ¾" rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a ¾" rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a ¾" rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a ¾" rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet; Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a ¾" rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 54.88 feet which shall be the Point of Beginning;

THENCE South 13 degrees 10 minutes 54 seconds East along the centerline of Soldier Creek Road and the westerly boundary of Silver Brush Subdivision for a distance of 276.17 feet to a ¾" rebar;

THENCE along a tangent curve to the right along said lines for a distance of 3.80 feet, said curve having a radius of 1000.00 feet, a delta angle of 00 degrees 13 minutes 04 seconds, and a long chord bearing of South 13 degrees 04 minutes 42 seconds East for a distance of 3.80 feet;

BOUNDARY AGREEMENT- 3
wdcStricklandMA.50385BoundaryAgmt.030916

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 35.12 feet to a ½" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 823.85 feet to a ½" rebar;

THENCE North 89 degrees 13 minutes 50 seconds West for a distance of 603.96 feet to the centerline of Soldier Creek and the easterly boundary of Phillips Creek Subdivision;

THENCE North 03 degrees 56 minutes 04 seconds East along said lines for a distance of 272.12 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 479.79 feet to a ½" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 868.19 feet to a ½" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 32.43 feet to the Point of Beginning.

Parcel 3:

Part of the NW¼SW¼ and the SW¼NW¼ of Section 4 and Part of the NE¼SE¼ and the SE¼NE¼ of Section 5 in Township 1 North, Range 14 East of the Boise Meridian, Camas County, State of Idaho.

Beginning at the Northeast Corner of Section 5 in T.1 N., R.14 E., B.M. said corner marked by a U.S.F.S. aluminum pipe with cap on top; Thence South 00 degrees 23 minutes 34 seconds West along the east line of Section 5 for a distance of 96.82 feet to the centerline of Soldier Creek Road and the westerly boundary of the Silver Brush Subdivision; Thence South 09 degrees 15 minutes 16 seconds East along said lines for a distance of 287.44 feet to a ¾" rebar; Thence South 07 degrees 09 minutes 53 seconds East along said line for a distance of 168.88 feet to a ¾" rebar; Thence along a tangent curve to the left along said lines for a distance of 102.24 feet to a ¾" rebar, said curve having a radius of 800.00 feet, a delta angle of 07 degrees 19 minutes 20 seconds, and a long chord bearing of South 10 degrees 49 minutes 32 seconds East for a distance of 102.17 feet; Thence South 14 degrees 29 minutes 11 seconds East along said lines for a distance of 194.95 feet to a ¾" rebar; Thence along a tangent curve to the right along said lines for a distance of 226.44 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 07 degrees 37 minutes 55 seconds, and a long chord bearing of South 10 degrees 40 minutes 13 seconds East for a distance of 226.28 feet; Thence South 06 degrees 51 minutes 18 seconds East along said lines for a distance of 892.19 feet to a ¾" rebar; Thence along a tangent curve to the left along said lines for a distance of 187.74 feet to a ¾" rebar, said curve having a radius of 1700.00 feet, a delta angle of 06 degrees 19 minutes 39 seconds, and a long chord bearing of South 10 degrees 01 minutes 06 seconds East for a distance of 187.64 feet; Thence South 13 degrees 10 minutes 54 seconds East along said lines for a distance of 54.88 feet; Thence North 89 degrees 13 minutes 50 seconds West for a distance of 3.80 feet, said curve having a radius of 1000.00 feet, a delta angle of 00 degrees 13 minutes 04 seconds, and a long chord bearing of South 13 degrees 04 minutes 42 seconds East for a distance of 3.80 feet to the Point of Beginning;

THENCE along a non-tangent curve to the right along the centerline of Soldier Creek Road and the westerly boundary of Silver Brush Subdivision for a distance of 206.33 feet to a ¾" rebar, said curve having a radius of 1000.00 feet, a delta angle of 11 degrees 49 minutes 19 seconds, and a long chord bearing of South 07 degrees 03 minutes 13 seconds East for a distance of 205.96 feet;

THENCE South 01 degrees 35 minutes 06 seconds East along said lines for a distance of 77.41 feet;

BOUNDARY AGREEMENT- 4
wdcStricklandMA.50385BoundaryAgmt.030916

THENCE North 21 degrees 04 minutes 07 seconds West along said line for a distance of 338.00 feet;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 260.71 feet to a 1/2" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 904.44 feet to a 1/2" rebar;

THENCE South 89 degrees 13 minutes 50 seconds East for a distance of 32.98 feet to the Point Of Beginning.

3. BOUNDARY LINE. The boundary between the North Half and the South Half is that described on the Strickland ROS as the common boundary between Parcel 1 and Parcel 2.

4. WATER RIGHTS AND EASEMENTS. The division of the real property commonly called the "Soldier Creek Place" first occurred as a result of the deed referred to above as the "Third Correction Grant Deed (South Half of Soldier Creek Place)" and another deed entitled "Third Correction Grant Deed (North Half of Soldier Creek Place)" wherein Evelyn G. Strickland was the grantee and which was recorded as Instrument 2010-083343 records of the Camas County Recorder, Camas County, Idaho. Evelyn G. Strickland in turn conveyed the real property described in that deed to J & C Strickland by virtue of the Deed of Gift (North Half of Soldier Creek Place) referred to above. By virtue of the deeds dividing the Soldier Creek Place into the North Half and the South Half various water rights were divided or allocated between the halves and easements were reserved and created benefitting and burdening the halves as set forth in those deeds. The parties by executing this Agreement do not modify or eliminate the allocation or division of the water rights or modify or eliminate the easements and they shall remain in full force and effect unaffected by the execution of this Agreement.

5. DISCLAIMER. Except for those easements which have been reserved, created or are appurtenant to a party's property, each party releases and disclaims any right, title or interest in the other party's property.

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

Patricia M. Strickland
Patricia M. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

Jerry A. Strickland
Jerry A. Strickland,
Co-Trustee of the Testamentary Trust under the
Will of M.A. Strickland dated March 29, 1978

Jerry A. Strickland
Jerry A. Strickland

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wdcStricklandMA.50385BoundaryAgmt.030916

STATE OF IDAHO)
) ss.
County of Gooding)

On this 11 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, 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 this instrument.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodell, ID, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 11 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared CAROL M. STRICKLAND, 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 this instrument.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodell, ID, Idaho
My Commission Expires: 1-2-2022

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Carol M. Strickland
Carol M. Strickland

STATE OF IDAHO)
) ss.
County of Gooding)

On this 11 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared PATRICIA M. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodell, ID, Idaho
My Commission Expires: 1-2-2022

STATE OF IDAHO)
) ss.
County of Gooding)

On this 11 day of March, 2016, before me, a Notary Public for the State of Idaho, personally appeared JERRY A. STRICKLAND, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that he executed the this instrument as the Co-Trustee.

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



Matthew A. Bunn
Notary Public for State of Idaho
Residing at: Woodell, ID, Idaho
My Commission Expires: 1-2-2022

BOUNDARY AGREEMENT- 10
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NORTHWEST CORNER
GOVT LOT 1
SECTION 5
1st U.S.F.S. aluminum
pipe w/ cap on top

Land Conveyed by Inst. No. 42270
was to the North Line of Lot 1

NORTHWEST CORNER
SECTION 6
1st U.S.F.S. aluminum
pipe w/ cap on top
c.p. inst. no. 73208

1st 1/2" rebar set
by L.S. 1000

NORTHWEST CORNER
NE 1/4 SEC 5
1st 1/2" rebar

EAST 1/4 CORNER
SECTION 5
1st 5/8" rebar w/
1" aluminum cap
c.p. rec. 11 Sep. 1998
Inst. no. 72108

SOUTHWEST CORNER
NE 1/4 SEC 5
1st 5/8" rebar

SOUTHWEST CORNER
EX NE 1/4 SEC
SECTION 5
1st 5/8" rebar

SOUTHWEST CORNER
NE 1/4 SEC
SECTION 5
1st 5/8" rebar
c.p. rec. 12 July 1992
Inst. no. 58113

SOUTHWEST CORNER
NE 1/4 SEC
SECTION 5
1st 5/8" rebar



DESERT WEST LAND SURVEYS, P.C.

200 OVERLAND AVENUE
SUNLEY, IDAHO 83316
JOB NO: 11225-1021
DATE: SEPTEMBER 21, 2015

RECORD OF SURVEY
for
JERRY STRICKLAND



SCALE 1" = 200'

BASIS OF BEARING = GPS ORIENTATION TO NORTH

LEGEND

- - FOUND OR SET 1/2" x 24" REBAR W/ L.S. NO. ATTACHED AS NOTED.
 - ⊙ - FOUND SET 1/2" x 24" REBAR
 - - FOUND OR SET OTHER SURVEY MONUMENT AS NOTED.
 - - NO MONUMENT FOUND OR SET.
- OTHER SURVEY CONTROL FOUND OR SET AS NOTED.

PREVIOUS RECORD OF SURVEYS

INST. NO. 075301
INST. NO. 72238
INST. NO. 65580
INST. NO. 70783
INST. NO. 73847
INST. NO. 60417
INST. NO. 61822
USFS SURVEY DATED 7 APR. 2006
INST. NO. 72842

CERTIFICATE OF SURVEY

I, TREVOR RENO, A LICENSED PROFESSIONAL LAND SURVEYOR, IDAHO LICENSE NO. 15361, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

SECTIONS 4 & 5
T. 1 N., R. 14 E., B.M.
CAMAS COUNTY, IDAHO

Course	Bearing	Distance
L1	S 89°43'15"E	13.95'
L2	S 09°23'34"W	96.82'
L3	S 09°15'16"E	0.13'
L4	S 13°10'54"E	54.88'
L5	S 01°35'05"E	77.41'
L6	S 09°39'58"E	94.63'
L7	S 32°13'35"E	29.36'
L8	S 32°13'35"E	0.14'
L9	N 88°48'31"W	35.73'
L10	N 88°48'31"W	55.80'
L11	N 89°39'07"W	136.80'
L12	S 83°58'59"E	42.35'
L13	S 89°13'50"E	80.26'
L14	S 89°13'50"E	40.18'
L15	S 89°13'50"E	32.56'
L16	S 89°13'50"E	34.63'
L17	S 89°13'50"E	36.36'
L18	S 89°13'50"E	37.30'
L19	S 89°13'50"E	35.12'
L20	S 89°13'50"E	32.43'
L21	N 21°04'07"W	43.62'
L22	N 10°33'07"W	140.36'
L23	N 29°31'07"W	140.52'
L24	N 00°13'24"W	11.97'
L25	N 03°56'04"E	18.29'
L26	N 13°05'05"W	7.62'
L27	S 89°51'20"E	152.17'
L28	S 88°48'35"E	135.47'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	800.00'	61.19'	102.24'	7°19'20"	7°19'43"	102.17'	S 10°48'32"E
C2	1700.00'	113.38'	228.44'	7°37'55"	7°37'13"	226.28'	S 10°40'13"E
C3	1700.00'	89.96'	187.74'	6°19'39"	3°25'13"	187.64'	S 10°01'06"E
C4	1000.00'	1.90'	3.80'	0°13'04"	0°13'45"	3.80'	S 13°04'42"E
C5	1000.00'	103.53'	206.33'	11°46'19"	9°43'48"	208.08'	S 07°23'13"E
C6	450.00'	127.18'	247.89'	31°33'43"	12°43'57"	244.77'	S 18°26'47"E
C7	1000.00'	105.45'	210.13'	12°02'22"	5°43'46"	209.74'	S 07°09'45"E



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

October 24, 2018

JERRY A & CAROL STRICKLAND
1738 E 3400 S
WENDELL ID 83355

DONALD F STRICKLAND
1723 BOB BARTON HWY
WENDELL ID 83355-3450

RUBY I GRAVES
1079 E 2100 S
BLISS ID 83314-5079

HERBERT W STRICKLAND
3506 S 1700 E
WENDELL ID 83355-3403

PATRICIA M STRICKLAND
PO BOX 1
WENDELL ID 83355-0001

Re: Change in Ownership for Water Right Nos: 37-679D & 37-8897

Dear Water Right Holders:

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Allison Inouye
Water Resource Agent

Enclosures