

RECEIVED

MAR 05 2012

DEPT. OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

| Water Right/Claim No. | Split?                                  | Water Right/Claim No. | Split?                                  | Water Right/Claim No. | Split?                       |
|-----------------------|-----------------------------------------|-----------------------|-----------------------------------------|-----------------------|------------------------------|
|                       | Yes <input checked="" type="checkbox"/> |                       | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 45-13982              | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |
| 45-14414 / 45-2383    | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |
|                       | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |
|                       | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Clifford Searle, Cloyd Searle, Craig Searle, Kelly Searle, Kent Searle, Raymond Searle

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Craig Searle Family Trust

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

522 East 600 South

Mailing address

Burley

Idaho

83318

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, 1998

6. 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.

SUPPORT DATA

IN FILE # 45-2383

7. Signature: Craig Searle Trustee

Signature of new owner/claimant

Title, if applicable

Date

1/4/2012

Signature: \_\_\_\_\_

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by DB

Date

3/5/2012

Receipt No.

5032400

Receipt Amt.

\$600-

Approved by \_\_\_\_\_

Processed by \_\_\_\_\_

Date \_\_\_\_\_

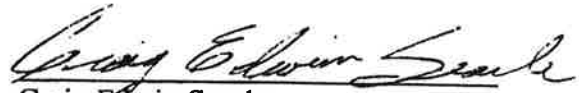
254938

QUITCLAIM DEED

FOR VALUE RECEIVED, Craig Edwin Searle, as trustee of the Searle Land Holding Trust No. 3, dated May 1, 1993, whose address is 522 East 600 South, Burley, Idaho 83318, Burley, Idaho 83318, hereinafter called the "Grantor" hereby remises, releases and forever quit claims unto The Craig E. Searle Family Trust dated January 18, 1995, Craig E. Searle and Beverly J. Searle, Trustees, whose address is 522 East 600 South, Burley, Idaho 83318, Burley, Idaho 83318, hereinafter called the "Grantee", all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

Township 11 South, Range, 23 E.B.M.:  
Section 32: SE1/4

DATED this 25 day of March, 1998.

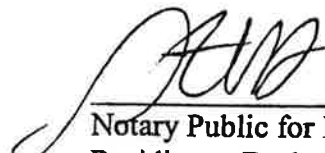
  
Craig Edwin Searle  
Trustee

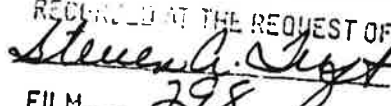
STATE OF IDAHO                    )  
                                          ) ss.  
County of Cassia                 )

On this 25 day of March, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Craig Edwin Searle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the sole and authorized trustee of said trust.

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

(SEAL)

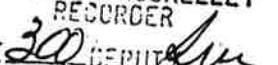
  
Notary Public for Idaho  
Residing at Burley, Idaho  
Commission Expires: 3-15-2000

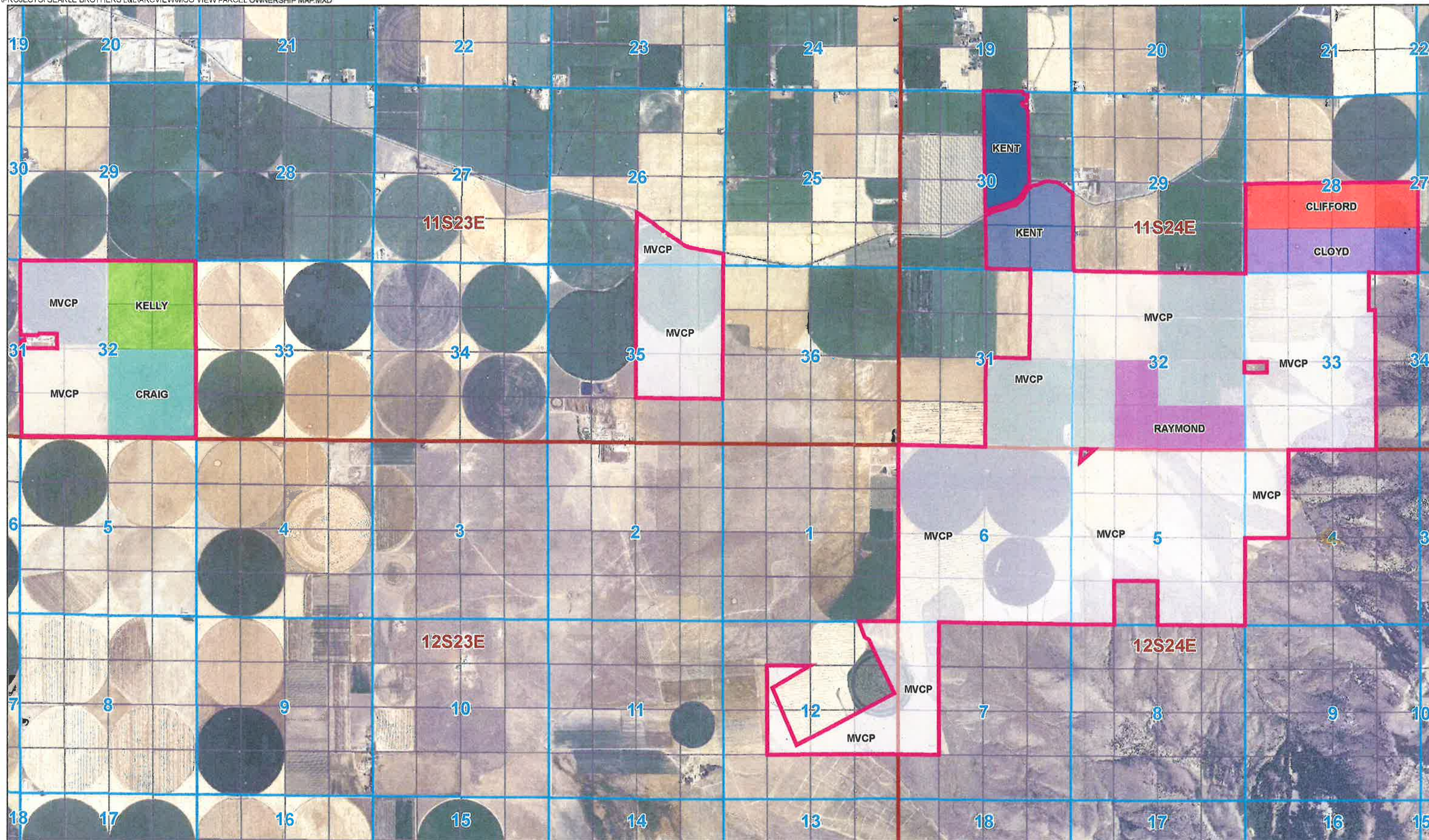
RECORDED AT THE REQUEST OF  
  
FILM 298

1998 APR 14 A 10: 58

254938

QUITCLAIM DEED - 1  
C:\REALEST\LandHld3.QCD.wpd

CASSIA COUNTY, IDAHO  
KARRELL M. ROSKELLEY  
RECORDER  
SEE 30 DEPUTY 



1 inch = 2,730 feet

# SEARLE MOO VIEW COW PALACE PARCEL OWNERSHIP NAIP 2009 AERIAL

- |                                                                                               |                                                                                               |                                                                                                 |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <span style="border: 2px solid red; padding: 2px;"> </span> Proposed_PPU_2010 = 4,383.7 acres | <span style="background-color: red; border: 1px solid black; padding: 2px;"> </span> CLIFFORD | <span style="background-color: green; border: 1px solid black; padding: 2px;"> </span> KELLY    |
| <span style="border: 1px solid blue; padding: 2px;"> </span> Section_Lines                    | <span style="background-color: purple; border: 1px solid black; padding: 2px;"> </span> CLOYD | <span style="background-color: blue; border: 1px solid black; padding: 2px;"> </span> KENT      |
| <span style="border: 1px solid black; padding: 2px;"> </span> QQ_lines                        | <span style="background-color: teal; border: 1px solid black; padding: 2px;"> </span> CRAIG   | <span style="background-color: lightblue; border: 1px solid black; padding: 2px;"> </span> MVCP |
| <span style="border: 2px solid brown; padding: 2px;"> </span> Township_Range                  | <span style="background-color: pink; border: 1px solid black; padding: 2px;"> </span> RAYMOND |                                                                                                 |



MVCOP LLC  
Searle Family Ownership Split of Water Rights  
Brockway Engineering  
GWS 2/2/2012

| Kelly Trust     | CFS  | AFA    | Acres | Clifford Trl    | CFS  | AFA    | Acres | Limits |       |       |
|-----------------|------|--------|-------|-----------------|------|--------|-------|--------|-------|-------|
|                 |      |        |       |                 |      |        |       | CFS    | AFA   | Acre  |
| 45-13981        | 0.00 | 0.00   | 0.0   | 45-13981        | 0.65 | 178.88 | 38.68 | 0.65   | 160.0 | 40.0  |
| 45-13982        | 0.00 | 0.00   | 0.0   | 45-13982        | 0.11 | 31.48  | 18.56 |        |       |       |
| 45-2383         | 2.37 | 640.00 | 160.0 | 45-2383         | 0.00 | 0      | 0.0   |        |       |       |
| 45-7118         | 0.00 | 0.00   | 0.0   | 45-7118         | 2.40 | 480    | 120.0 | 2.4    | 480.0 | 120.0 |
| 45-7125         | 0.00 | 0.00   | 0.0   | 45-7125         | 0.00 | 0      | 0.0   |        |       |       |
| Primary 45-7317 | 0.00 | 0.0    | 0.0   | Primary 45-7317 | 0.00 | 0      | 0.0   |        |       |       |
| Total           | 2.37 | 640    | 160.0 | Total           | 3.16 | 690    | 177.2 | 3.0    | 640.0 | 160.0 |

| Craig Trust     | CFS  | AFA | Acres | Cloyd Trust     | CFS  | AFA | Acres | Limits |       |       |
|-----------------|------|-----|-------|-----------------|------|-----|-------|--------|-------|-------|
|                 |      |     |       |                 |      |     |       | CFS    | AFA   | Acre  |
| 45-13981        | 0.00 | 0   | 0.0   | 45-13981        | 0.66 | 183 | 39.65 | 0.66   | 164.0 | 41.0  |
| 45-13982        | 0.00 | 0   | 0.0   | 45-13982        | 0.12 | 32  | 19.03 |        |       |       |
| 45-2383         | 2.37 | 640 | 160.0 | 45-2383         | 0.00 | 0   | 0.0   |        |       |       |
| 45-7118         | 0.00 | 0   | 0.0   | 45-7118         | 2.40 | 480 | 120.0 | 2.4    | 480.0 | 120.0 |
| 45-7125         | 0.00 | 0   | 0.0   | 45-7125         | 0.00 | 0   | 0.0   |        |       |       |
| Primary 45-7317 | 0.00 | 0   | 0.0   | Primary 45-7317 | 0.00 | 0   | 0.0   |        |       |       |
| Total           | 2.37 | 640 | 160.0 | Total           | 3.18 | 696 | 178.7 | 3.1    | 644.0 | 161.0 |

| Kent Trust           | CFS  | AFA | Acres | MVCP            | CFS   | AFA  | Acres  | Limits |        |       |
|----------------------|------|-----|-------|-----------------|-------|------|--------|--------|--------|-------|
|                      |      |     |       |                 |       |      |        | CFS    | AFA    | Acre  |
| 45-13981             | 0.00 | 0   | 0.0   | 45-13981        | 4.60  | 1270 | 274.66 | 4.60   | 1136.0 | 284.0 |
| 45-13982             | 0.00 | 0   | 0.0   | 45-13982        | 0.81  | 223  | 131.81 |        |        |       |
| 45-2383              | 0.00 | 0   | 0.0   | 45-2383         | 4.75  | 1280 | 320.0  | 4.7    | 1280.0 | 320.0 |
| 45-7118              | 0.00 | 0   | 0.0   | 45-7118         | 0.00  | 0    | 0.0    |        |        |       |
| 45-7125              | 0.00 | 0   | 0.0   | 45-7125         | 0.00  | 0    | 0.0    |        |        |       |
| Primary 45-7317      | 1.88 | 524 | 131.0 | Primary 45-7317 | 0.00  | 0    | 0.0    |        |        |       |
| Supplimental 45-7317 | 1.47 | 408 | 102.0 |                 |       |      |        |        |        |       |
| Total                | 3.35 | 932 | 233.0 | Total           | 10.15 | 2774 | 726.5  | 9.3    | 2416.0 | 604.0 |

| Raymond Trust   | CFS  | AFA | Acres |
|-----------------|------|-----|-------|
| 45-13981        | 0.00 | 0   | 0.0   |
| 45-13982        | 0.00 | 0   | 0.0   |
| 45-2383         | 0.00 | 0   | 0.0   |
| 45-7118         | 0.00 | 0   | 0.0   |
| 45-7125         | 3.14 | 628 | 157.0 |
| Primary 45-7317 | 0.00 | 0   | 0.0   |
| Total           | 3.14 | 628 | 157.0 |

**IRRIGATION SYSTEM AND WATER USE AGREEMENT**

This Agreement is made this 22 day of December, 2011 between:

**MVCP:** MVCP, LLC, an Idaho Limited Liability Company, whose members and managers are Cloyd R. Searle, Kent R. Searle, Craig E. Searle, Clifford L. Searle, and Kelly C. Searle.

**MOO VIEW:** Moo View Cow Palace, an Idaho partnership, whose partners are Cloyd R. Searle and Gwendolyn F. Searle, husband and wife, Kent R. Searle and Marilyn Searle, husband and wife, Craig E. Searle and Beverly J. Searle, husband and wife, Clifford L. Searle and Terri Louise Searle, husband and wife, Kelly C. Searle and Shawna Searle, husband and wife.

**RAYMOND:** Raymond Clayson Searle and Sharol Joy Searle, husband and wife.

**CLOYD:** Cloyd R. Searle and Gwendolyn F. Searle, husband and wife.

**CLOYD TRUST:** Cloyd R. Searle Family Trust dated November 29, 1994, whose Trustees are Cloyd R. Searle and Gwendolyn F. Searle.

**KELLY:** Kelly C. Searle and Shawna Searle, husband and wife.

**KELLY TRUST:** The Kelly C. Searle Family Trust dated April 28, 1994, whose Trustees are Kelly C. Searle and Shawna Searle.

**CRAIG:** Craig E. Searle and Beverly J. Searle, husband and wife.

**CRAIG TRUST:** The Craig E. Searle Family Trust dated January 18, 1995, whose Trustees are Craig E. Searle and Beverly J. Searle.

**CLIFFORD:** Clifford L. Searle and Terri Louise Searle, husband and wife.

**CLIFFORD TRUST:** The Clifford L. Searle Family Trust dated January 2, 1998, whose Trustees are Clifford L. Searle and Terri Louise Searle.

**KENT:** Kent R. Searle and Marilyn Searle, husband and wife.

**KENT TRUST:** The Kent R. Searle Family Trust dated August 23, 1994, whose Trustees are Kent R. Searle and Marilyn Searle.

RECITALS

The numbers of the water rights referred to in this Agreement are those numbers assigned by the Idaho Department of Water Resources. The water rights subject to this Agreement are:

.1 The following water rights owned by Cloyd, Kent, Clifford, Craig, Raymond, and Kelly:

45-13981

45-13982

45-7118

45-7125

45-7317

.2 The following water right owned by Cloyd, Kent, Clifford, Craig, Raymond and Kelly:

45-2383

.3 The following water rights owned by MVCP:

45-13904

45-690

45-691

45-7004

45-7186A

For the purposes of this Agreement, all of the above described water rights shall be referred to as "water rights".

The real property subject to this Agreement is as follows:

- That real property owned by Raymond described on Exhibit A attached.
- That real property owned by the Cloyd Trust described on Exhibit B attached.
- That real property owned by the Craig Trust described on Exhibit C attached.
- That real property owned by the Clifford Trust described on Exhibit D attached.
- That real property owned by the Kent Trust described on Exhibit E attached.

- That real property owned by the Kelly Trust described on Exhibit F attached.
- That real property owned by MVCP described on Exhibit G attached.

For the purposes of this Agreement, all of the foregoing real property shall be referred to as "real property".

The above described owners of the water rights and real property operate a common irrigation system. The owners of the real property and water rights desire to amend the places of use of the water rights so that all of the water rights can be used for irrigation on all of the real property.

The parties desire to set forth their agreement in writing.

Based upon the foregoing which constitutes substantial and material consideration for this Agreement and for other consideration received but not recited, the parties agree:

1. **OWNERSHIP OF REAL PROPERTY:** Nothing in this Agreement affects the ownership of the real property and the ownership of the real property shall remain as described above.
2. **OWNERSHIP OF WATER RIGHTS:** Cloyd, Kent, Clifford, Craig, and Kelly agree to file forms and documents as required by the Idaho Department of Water Resources in order to transfer ownership of the water rights in each of their names into the name of each named person's respective Trust.
3. **PLACE OF USE:** All parties agree that the place of use of the water rights shall be all of the real property described on Exhibits A through G.
4. **APPLICATION TO DEPARTMENT OF WATER RESOURCES:** The parties shall cooperate with one another in making an application for change in place of use with the Idaho Department of Water Resources, to conform with this Agreement.
5. **MANAGEMENT OF IRRIGATION SYSTEM:** The irrigation system located on the real property and the delivery of water to the real property shall be managed by MVCP. The costs incurred in the management of the irrigation system and maintenance of the irrigation system shall be as set forth in leases entered into between the owners of the real property and Moo View.

1  
2  
3 6. **PERPETUAL AGREEMENT**: This Agreement shall commence the date of signing by all  
4 parties and shall be perpetual in time unless terminated as provided herein.

5 7. **TERMINATION OF AGREEMENT**: Any owner of a water right and/or real property  
6 may terminate that owner's participation in this Agreement by notifying all other parties, in writing, of  
7 said termination. Termination may not take place between March 1<sup>st</sup> and November 30<sup>th</sup> of any year.  
8 In the event of termination, the terminating owner must:

9 7.1. Reach an agreement with all other owners concerning financial reimbursement to  
10 be made as a result of costs incurred in the maintenance and management of the irrigation system.

11 7.2. Apply to the Idaho Department of Water Resources for a change in place of use of  
12 the owner's water rights. All costs of application shall be paid by the terminating owner.

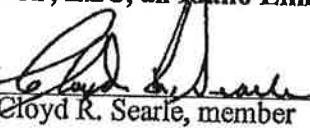
13 7.3. Termination shall not be effective until the Idaho Department of Water Resources  
14 approves the proposed change in place of use.

15 Termination of this Agreement by one owner shall not effect this Agreement as to the  
16 remaining owners.

17 8. **HEIRS AND SUCCESSORS BOUND**: This Agreement shall be binding upon the  
18 successors, heirs, personal representatives, and assigns of the parties hereto.

19 9. **ATTORNEY'S FEES**: The prevailing party in any suit or action arising under this  
20 Agreement for the enforcement or interpretation thereof shall be entitled, in addition to all costs and  
21 damages that might be awarded, such further sum as shall be determined a reasonable attorney's fee for  
22 the prosecution of or the defense of such action.

23 MVCP, LLC, an Idaho Limited Liability Company

24 BY   
Cloyd R. Searle, member

25  
26 BY   
27 Kent R. Searle, member  
28

BY Craig E. Searle  
Craig E. Searle, member

BY Clifford L. Searle  
Clifford L. Searle, member

BY Kelly C. Searle  
Kelly C. Searle, member

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE, KENT R. SEARLE, CRAIG E. SEARLE, CLIFFORD L. SEARLE, and KELLY C. SEARLE**, known or identified to me to be the members of MVCP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Raymond Clayson Searle  
Raymond Clayson Searle

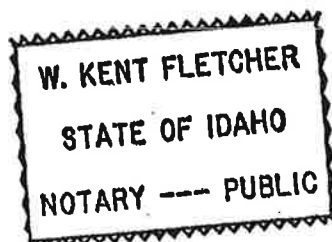
Sharol Joy Searle  
Sharol Joy Searle

STATE OF IDAHO

County of Cassia

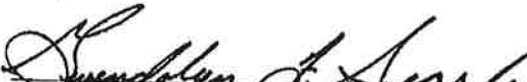
} ss

On this 22 day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON SEARLE and SHAROL JOY SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

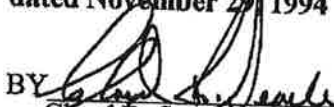


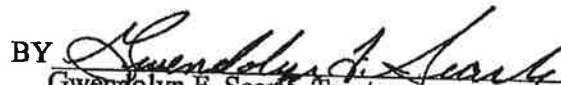
W. Kent Fletcher  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-13-16

  
Cloyd R. Searle

  
Gwendolyn F. Searle

**The Cloyd R. Searle Family Trust**  
dated November 29, 1994

BY   
Cloyd R. Searle, Trustee

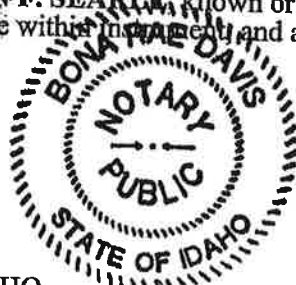
BY   
Gwendolyn F. Searle, Trustee

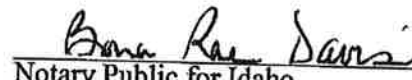
STATE OF IDAHO

County of Cassia

} ss

On this 20<sup>th</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE** and **GWENDOLYN F. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



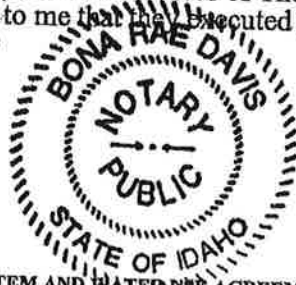
  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

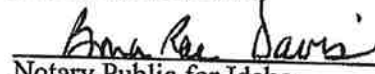
STATE OF IDAHO

County of Cassia

} ss

On this 20<sup>th</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE** and **GWENDOLYN F. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Cloyd R. Searle Family Trust dated November 29, 1994 and acknowledged to me that they executed the same as such Trustees.



  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

Kelly C. Searle  
Kelly C. Searle

Shawna Searle  
Shawna Searle

The Kelly C. Searle Family Trust dated April 28, 1994

BY Kelly C. Searle  
Kelly C. Searle, Trustee

BY Shawna Searle  
Shawna Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Bona Rae Davis  
Notary Public for Idaho

Residing at Burley

My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kelly C. Searle Family Trust dated April 28, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis  
Notary Public for Idaho

Residing at Burley

My commission expires on 7/5/2014

Craig E. Searle  
Craig E. Searle

Beverly J. Searle  
Beverly J. Searle

The Craig E. Searle Family Trust  
dated January 18, 1995

BY Craig E. Searle  
Craig E. Searle, Trustee

BY Beverly J. Searle  
Beverly J. Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 20<sup>th</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE** and **BEVERLY J. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and each acknowledged to me that they executed the same.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 20<sup>th</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE** and **BEVERLY J. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Craig E. Searle Family Trust dated January 18, 1995 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

Clifford L. Searle  
Clifford L. Searle

Terri Louise Searle  
Terri Louise Searle

**The Clifford L. Searle Family Trust**  
**dated January 2, 1998**

BY Clifford L. Searle  
Clifford L. Searle, Trustee

BY Terri Louise Searle  
Terri Louise Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE** and **TERRI LOUISE SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



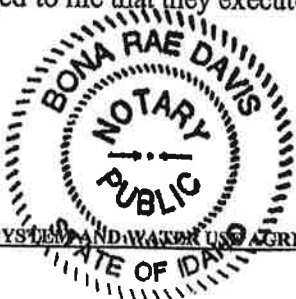
Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE** and **TERRI LOUISE SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Clifford L. Searle Family Trust dated January 2, 1998 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

Kent R. Searle  
Kent R. Searle

Marilyn Searle  
Marilyn Searle

**The Kent R. Searle Family Trust  
dated August 23, 1994**

BY Kent R. Searle  
Kent R. Searle, Trustee

BY Marilyn Searle  
Marilyn Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kent R. Searle Family Trust dated August 23, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

Moo View Cow Palace, an Idaho partnership

BY Cloyd R. Searle  
Cloyd R. Searle, partner

BY Gwendolyn F. Searle  
Gwendolyn F. Searle, partner

BY Kent R. Searle  
Kent R. Searle, partner

BY Marilyn Searle  
Marilyn Searle, partner

BY Craig E. Searle  
Craig E. Searle, partner

BY Beverly J. Searle  
Beverly J. Searle, partner

BY Clifford W. Searle  
Clifford W. Searle, partner

BY Terri Louise Searle  
Terri Louise Searle, partner

BY Kelly C. Searle  
Kelly C. Searle, partner

BY Shawna Searle  
Shawna Searle, partner

STATE OF IDAHO

County of Cassia

} ss

On this 21<sup>st</sup> day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared CLOYD R. SEARLE, GWENDOLYN F.

SEARLE, KENT R. SEARLE, MARILYN SEARLE, CRAIG E. SEARLE, BEVERLY J. SEARLE, CLIFFORD L. SEARLE, TERRI LOUISE SEARLE, KELLY C. SEARLE and SHAWNA SEARLE, known or identified to me to be the partners or one of the partners of the partnership of Moo View Cow Palace, and the partners or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.



Bona Rae Davis  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 7/5/2014

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$

**EXHIBIT A**

**PARCEL 1**

The South one-half of each the following described two tracts:

**Tract 1:**

Township 11 South, Range 24 EBM, Section 28: SW 1/4,

**Tract 2:**

Township 11 South, Range 24 EBM, Section 28: W1/2 SE 1/4

**PARCEL 2**

Township 11 South, Range 24 E.B.M. Section 28: SE 1/4 of the  
SE 1/4

All in Cassia County, Idaho.

**EXHIBIT B**

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: SE¼

**EXHIBIT C**

**PARCEL 1:**

The North one-half of each the following described two tracts:

**Tract 1**

Township 11 South, Range 24 E.B.M., Section 28: SW 1/4,

LESS Tax 5357, which is described as: Part of the SW 1/4 Beginning at the NW corner of the said SW 1/4; Thence South 500 feet to the Point of Beginning; Thence East 225 feet to a point; Thence South 600 feet to a point; Thence West 225 feet to point; Thence North 600 feet to the point of Beginning;

ALSO LESS Township 11 South, Range 24 E.B.M. Section 28: Starting at the NW corner of the SW 1/4 of Section 28 (point of beginning); thence 200 feet East; thence 375 feet South; Thence 200 West; Then 375 feet North to the point of beginning.

**Tract 2**

Township 11 South, Range 24, E.B.M., Section 28: W 1/2 SE 1/4

**PARCEL 2:**

Township 11 South, Range 24 E.B.M. Section 28: NE 1/4 of the SE 1/4

All in Cassia County, Idaho.

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 30: That portion of the SE $\frac{1}{4}$  which lies South of the Canal; and that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$  which lies North of the Canal

**EXHIBIT E**

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: NE¼

**EXHIBIT F**

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 12: VE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: SE $\frac{1}{4}$ , SAVE AND EXCEPT part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;  
Thence North 87°31'42" West for a distance of 130.68 feet to a 1/2 inch rebar;  
Thence North 01°12'48" East for a distance of 400.00 feet to a point;  
Thence south 87°31'42" East for a distance of 3.09 feet to a 1/2 inch rebar;  
Thence South 87°31'42" East for a distance of 246.67 feet to a 1/2 inch rebar on section line;  
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a 1/2 inch rebar;  
Thence North 87°31'42" West for a distance of 119.08 feet to a 1/2 inch rebar;  
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

Section 32: W $\frac{1}{4}$ SW $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$ , S $\frac{1}{4}$ , EXCEPT the following described tracts:

Tract No. 1:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Northeast corner of Section 33, said corner marked by a 1 1/2 inch iron pipe with cap; Thence South 00°00'00" East along the East line of Section 33 for a distance of 201.24 feet to the Point of Beginning;  
Thence South 00°00'00" East along the East line of Section 33 for a distance of 249.95 feet;  
Thence South 87°17'42" West for a distance of 18.85 feet to a 1/2 inch rebar;  
Thence South 87°17'42" West for a distance of 569.30 feet to a 1/2 inch rebar;  
Thence North 07°07'09" East for a distance of 270.98 feet to a 1/2 inch rebar;  
Thence North 89°05'16" East for a distance of 532.28 feet to a 1/2 inch rebar;  
Thence North 89°05'16" East for a distance of 21.70 feet to the Point of Beginning.

Tract No. 2:

Part of the NE¼, more particularly described as follows:

Beginning at the Northeast section corner of said Section 33 said corner marked by a U.S.R.S. iron pipe which shall be the Point of Beginning;

Thence South 00°25'06" West (S 00°00'00" East rec.) along the East section line for a distance of 201.24 feet;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 21.70 feet to a ½ inch rebar;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 532.28 feet to a ½ inch rebar;

Thence South 07°32'16" West (S 07°07'09" West rec.) for a distance of 270.98 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 569.30 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 18.85 feet to the East section line;

Thence South 00°25'06" West along said line for a distance of 648.81 feet to a ½ inch rebar;

Thence South 89°40'25" West for a distance of 1520.24 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 1075.00 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 25.00 feet to the North section line;

Thence North 89°40'25" East along said line for a distance of 1520.24 feet to the Point of Beginning.

Tract No. 3:

Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 33 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap which shall be the Point of Beginning;

Thence North 89°56'46" East along the North line of the NW¼SW¼ for a distance of 695.69 feet to a ½ inch rebar;

Thence South 00°06'36" West for a distance of 313.07 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 670.69 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 25.00 feet to the West line of the NW¼SW¼;

Thence North 00°06'36" East along said line for a distance of 313.07 feet to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: W¼NW¼

Section 5: E¼NE¼, SE¼, SW¼SW¼, NE¼SW¼, W¼NW¼, NW¼SW¼, Lots 2 & 3, SE¼NW¼, SW¼NE¼ SAVE AND EXCEPT  
a part of the NW¼NW¼ described as follows:

Beginning at the Northwest section corner of said Section 5 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap; Thence South 89°15'37" East along the North section line for a distance of 328.27 feet to a ½ inch rebar which shall be the Point of Beginning.

Thence South 89°15'37" East continuing along said line for a distance of 425.77 feet;

Thence South 00°44'23" West for a distance of 4.88 feet to a ½ inch rebar;

Thence South 49°43'57" West for a distance of 603.01 feet to a ½ inch rebar;

Thence North 04°55'16" East for a distance of 401.62 feet to the Point of Beginning.

Section 6: All

Section 7: N¼, N¼SW¼, SE¼

Section 8: NE¼, NW¼NW¼, SW¼SW¼

Parcel No. 2:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: E $\frac{1}{4}$ NE $\frac{1}{4}$

Section 32: N $\frac{1}{4}$ SE $\frac{1}{4}$  and N $\frac{1}{2}$

Section 33: NW $\frac{1}{4}$

Parcel No. 3:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 31: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;  
Thence North 87°31'42" West for a distance of 130.68 feet to a 1/2 inch rebar;  
Thence North 01°12'48" East for a distance of 400.00 feet to a point;  
Thence South 87°31'42" East for a distance of 3.09 feet to a 1/2 inch rebar;  
Thence South 87°31'42" East for a distance of 246.67 feet to a 1/2 inch rebar on section line;  
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a 1/2 inch rebar;  
Thence North 87°31'42" West for a distance of 119.08 feet to a 1/2 inch rebar;  
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 20: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, said corner marked by a 5/8 inch rebar; Thence North 01°11'13" East along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 623.37 feet to a 1/4 inch rebar which shall be the Point of Beginning;  
Thence North 01°11'13" East continuing along said line for a distance of 184.45 feet to a 1/4 inch rebar;  
Thence North 01°11'13" East continuing along said line for a distance of 15.75 feet to the centerline of the "J" Canal;  
Thence South 71°06'01" East along said centerline for a distance of 263.37 feet;  
Thence South 20°12'36" West for a distance of 16.02 feet to a 1/4 inch rebar;  
Thence south 20°12'36" West for a distance of 223.08 feet to a 1/4 inch rebar;  
Thence North 69°23'47" West for a distance of 77.04 feet to a 1/4 inch rebar;  
Thence North 50°06'29" West for a distance of 128.51 feet to the Point of Beginning.

Section 20: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

Beginning at the South quarter section corner of Section 20, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;  
Thence North 89°55'49" West (South 89°58'05" West rec.) along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  for a distance of 12.92 feet to the East right-of-way of a county road;  
Thence North 00°13'23" East along said right-of-way for a distance of 641.87 feet to the South line of the Hillsdale Highway District Property;  
Thence North 00°13'23" East along said right-of-way for a distance of 689.15 feet to the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North 89°55'38" East (North 89°49'45" East and North 89°47'12" East rec.) along said line for a distance of 35.32 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  marked by a 5/8 inch rebar;  
Thence North 89°52'29" East (North 89°54'43" East rec.) along the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 5.61 feet (8.50 feet rec.) to a 1/4 inch rebar;  
Thence South 01°03'46" West (South 01°04'32" West rec.) for a distance of 1290.30 feet (1290.75 feet rec.);  
Thence South 01°03'46" West for a distance of 41.00 feet to a 1/4 inch rebar on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Thence South 89°55'01" West (South 89°55'47" West rec.) along said line for distance of 8.50 feet to the Point of Beginning.

Section 32: W¼ of Section 32, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 32;  
Thence North 150 feet;  
Thence East 250 feet;  
Thence South 150 feet;  
Thence West 250 feet to the Point of Beginning.

Tract No. 2:

Beginning at the W¼ section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°28'49" West along the West line of Section 32 for a distance of 347.35 feet to a ½ inch rebar which shall be the Point of Beginning;  
Thence North 00°28'49" West along the West line of Section 32 for a distance of 315.71 feet to a ½ inch rebar;  
Thence North 89°31'28" East for a distance of 321.51 feet to a ½ inch rebar;  
Thence South 01°18'11" West for a distance of 315.83 feet to a ½ inch rebar;  
Thence South 89°31'06" West for a distance of 311.69 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

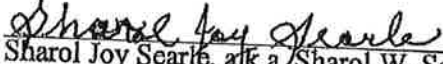
- Section 26: E¼NE¼ and SW¼NE¼
- Section 26: That part of the S¼ lying North of "J" or Government Third Lift Canal
- Section 26: That part of the SE¼ lying South of "J" or Government Third Lift Canal
- Section 35: NE¼ and N¼SE¼

ADDENDUM TO  
IRRIGATION SYSTEM AND WATER USE AGREEMENT

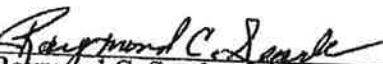
This Addendum to the Irrigation System and Water Use Agreement attached hereto is made by **RAYMOND C. SEARLE and SHAROL W. SEARLE, as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993**. Following preparation of the attached Agreement, it was discovered that Raymond Clayson Searle, also known as Raymond C. Searle and Sharol Joy Searle, also known as Sharol W. Searle, husband and wife, had deeded the real property described on Exhibit A attached to the Agreement to the Raymond C. Searle Family Trust, dated December 23, 1993, pursuant to a Quitclaim Deed dated April 7, 1999 and recorded April 12, 1999 as Instrument No. 262044, records of Cassia County, Idaho.

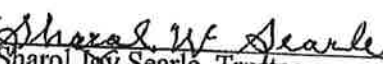
Raymond C. Searle and Sharol W. Searle, as Co-Trustees of the Raymond C. Searle Family Trust, dated December 23, 1993, agree to be bound by all terms and conditions of the Irrigation System and Water Use Agreement and agree to file forms and documents as required by the Idaho Department of Water Resources so that the water rights held in their names, as individuals, shall be transferred into the name of the Raymond C. Searle Family Trust.

  
Raymond Clayson Searle, a.k.a. Raymond C. Searle

  
Sharol Joy Searle, a.k.a. Sharol W. Searle

**Raymond C. Searle Family Trust**  
**dated December 23, 1993**

BY   
Raymond C. Searle, Trustee

BY   
Sharol Joy Searle, Trustee

W

1  
2  
3  
4  
5 STATE OF IDAHO

6 County of Cassia

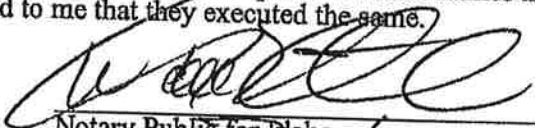
ss

7 On this 22 day of December, in the year 2011, before me, the  
undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON**  
8 **SEARLE, also known as RAYMOND C. SEARLE and SHAROL JOY SEARLE, also known as**  
9 **SHAROL W. SEARLE, known or identified to me to be the persons whose names are subscribed to**  
the within instrument, and acknowledged to me that they executed the same.

10  
11 W. KENT FLETCHER

12 STATE OF IDAHO

13 NOTARY --- PUBLIC

  
Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-14

14  
15 STATE OF IDAHO

16 County of Cassia

ss

17 On this 22 day of December, in the year 2011, before me, the  
undersigned, a Notary Public in and for said State, personally appeared **RAYMOND C. SEARLE and**  
18 **SHAROL W. SEARLE, known or identified to me to be the person whose name is subscribed to the**  
19 **within instrument as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993 and**  
acknowledged to me that they executed the same as such Trustees.

20  
21 W. KENT FLETCHER

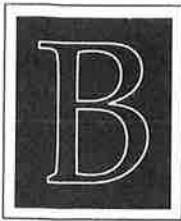
22 STATE OF IDAHO

23 NOTARY --- PUBLIC

  
Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-16



**BROCKWAY**  
ENGINEERING  
P.L.L.C.

Hydraulics

Hydrology

Water Resources

**RECEIVED**

**MAR 05 2012**

DEPT. OF WATER RESOURCES  
SOUTHERN REGION

March 2, 2012

Allen Merritt  
Idaho Department of Water Resources  
1341 Fillmore Street, Suite 200  
Twin Falls, ID 83301-3380

Re: MVCP LLC, Clifford Searle, Cloyd Searle, Craig Searle, Kelly Searle,  
Kent Searle, Raymond Searle

Dear Mr. Merritt:

It is the desire of MVCP LLC, Clifford Searle, Cloyd Searle, Craig Searle, Kelly Searle, Kent Searle, and Raymond Searle to split water rights 45-13981, 45-13982, 45-2383, 45-7118, 45-7125 and 45-7317. The ownership of these water rights will reflect the portions of land currently owned by these entities and individual trusts set up for each individual. Attached are the warranty deeds for the properties in which the water rights are applicable to.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., E.I.T.

Enc: Warranty Deeds, Calculations Page, Entities Agreement, Check 10630 for \$600.00

CHARLES E.  
BROCKWAY,  
PH.D., P.E.

CHARLES G.  
BROCKWAY,  
PH.D., P.E.

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506