

RECEIVED

DE

AUG 06 2010

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 37-679D	~~37-60679D~~	Yes			
split into 37-679D and 37-22859.					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant(s) Evelyn G. Strickland **SUPPORT DATA**
460 5th Ave. E. **IN FILE #37-679D.**
Wendell, ID 83355
4. New Owner/Claimant(s) Patricia M. Strickland and Jerry A. Strickland, Co-Trustees of the
testamentary trust under Will of M.A. Strickland dated 3/29/1978
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address c/o Jerry A. Strickland
1738 E. 3400 S.
City, State and ZIP Code Wendell, ID 83355
- New Telephone Number (208) 308-4395 Email: _____
(208) 536-2743

5. Date you acquired the property June 29, 2010
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>37-00679D</u>		
Irrigation	1.20 cfs	33.3 Ac.
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Patricia M. Strickland Co-Trustee
 Patricia M. Strickland (title if applicable)
Jerry A. Strickland Co-Trustee
 Jerry A. Strickland (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by gmh Date 8-4-10
 Processed by _____ AJ Date _____

Receipt Amt. 250
 Receipt No. W038636
 WR _____ Date _____

THIS INDENTURE, Made this 19 day of April
 in the year of our Lord one thousand nine hundred and sixty-six
 between Carol Vanskike and Sarah V. Vanskike, husband and wife,
 of Fairfield County of Camas State of Idaho
 the parties of the first part; and M. A. Strickland and Evelyn Strickland, husband
and wife,
 of Wendell County of Gooding State of Idaho
 the parties of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
Twenty Four Thousand and NO/100's (\$24,000.00) DOLLARS,
 lawful money of the United States of America;

to them in hand paid by the said parties of the second part, the receipt whereof is hereby
 acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell,
 convey and confirm unto the said parties of the second part, and to their heirs and assigns
 forever, all of the following described real estate, situated in the County
 of Camas State of Idaho, to-wit:

The North West Quarter of the South West Quarter (NW1SW1)
of Section Four (4), and the North East Quarter of the South
East Quarter (NE1SE1), the South East Quarter of the North
East Quarter (SE1NE1), and Lot One (1) of Section Five (5),
all being in Township One (1) North, Range Fourteen (14) East,

B. M.

Also a fraction of the West One Half (W1) of the North

West one quarter (NW1) of Section Four (4), Township One (1)

North, Range Fourteen (14) East B. M. known as Tax Lot No. 112,

containing approximately 12.78 acres of land more or less.

TOGETHER With all and singular the tenements, hereditaments and appurtenances there-
 unto belonging or in anywise appertaining, the reversion and reversions, remainder and remaind-
 ers, rents, issues and profits thereof, and all estate, right, title and interest in and to the said prop-
 erty, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, to-
 gether with the appurtenances, unto the parties of the second part, and to their heirs and as-
 signs forever. And the said parties of the first part, and their heirs, the said premises in the
 quiet and peaceable possession of the said parties of the second part, their heirs and assigns,
 against the said parties of the first part, and their heirs and against all and every person and
 persons whomsoever, lawfully, claiming or to claim the same, shall and will WARRANT and by
 these presents forever DEFEND.

Received Time Jun. 8. - 1:01PM

1 C. G. MCINTYRE
2 Coleman & McIntyre
3 P. O. Box 525
4 Twin Falls, ID 83301
5 Telephone 734-1224

59319

As per record in the request in
Coleman McIntyre ()
STATE OF IDAHO }
County of Camas, }
I hereby certify that this instrument
was filed for record in my office at
11:30 A.M. o'clock
8-29 1983, and
daily recorded in Book 261 of
Deeds ROLLIE BENNETT 567
County Recorder
By Cindy Anderson Deputy
Fee \$ 8.00

6 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
7 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING
8 MAGISTRATE DIVISION
9 * * * * *

10 In the Matter of the Estate of) Case No. 18251
11 M. A. STRICKLAND,) PERSONAL REPRESENTATIVE'S DEED
12 Deceased.)

13 * * * * *

14 For good and valuable consideration, receipt of
15 which is hereby acknowledged, Evelyn G. Strickland, Personal
16 Representative of the Estate of M. A. Strickland, deceased,
17 does hereby GRANT and CONVEY unto Evelyn G. Strickland,
18 Trustee under Will of M. A. Strickland dated March 29, 1978,
19 whose address is Route 1, Wendell, Idaho, 83355, the undivided
20 one-half community interest of the decedent, M. A. Strickland,
21 and his estate in the real property in Camas County, Idaho,
22 described on Exhibit "A" attached hereto and made a part
23 hereof.

24 The other undivided one-half interest in said real
25 property is hereby confirmed in Evelyn G. Strickland as the
26 surviving widow of M. A. Strickland, deceased, as her undivided

567

1 one-half interest in the community property of M. A. Strickland
2 and Evelyn G. Strickland, husband and wife.

3 DATED this 23 day of August, 1983.

4 Evelyn G. Strickland
5 EVELYN G. STRICKLAND
6 Personal Representative

7
8 STATE OF IDAHO)
9 County of Gooding) ss.

10 On this 23 day of August, 1983, before me, the
11 undersigned, a Notary Public in and for said County and
12 State, personally appeared Evelyn G. Strickland, known to me
13 to be the person whose name is subscribed to the within
14 instrument as Personal Representative, and acknowledged to
15 me that she executed the same as such Personal Representative.

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

19 Roll M. Luck
20 NOTARY PUBLIC
21
22
23
24
25
26

EXHIBIT "A"

Lot 4 of Section 5 of H.E. Survey #160, embracing a portion of Section 6, Twp 1 North, Range 14 EBM in Camas County, Idaho, more particularly bounded and described as follows: Beginning at corner No. 1 identical with the Northeast corner of said Section 6; thence South 22° East 30.38 chains to corner No. 2; thence South 89° 56' West 25 Chains to corner No. 3; thence South 62° 7' West 10.71 chains to corner No. 4; thence South 89° 56' West 5.50 chains to corner No. 5; thence South 22° East 7.95 chains to corner No. 6; thence South 89° 56' West 30 chains to corner No. 7; thence North 22° West 17.95 chains to corner No. 8; thence North 89° 56' East 35 chains to corner No. 9; thence North 22° West 5 chains to corner No. 10; thence North 89° 56' East 5.10 chains to corner No. 11; thence North 22° West 21.50 chains to corner No. 12; thence South 87° 41' East 30.01 chains to corner No. 1 the place of beginning; containing 200.25 acres, according to the government survey.

Township 2 South, Range 12 East, Boise Meridian, in Camas County, Idaho.

Section 11: SE $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 12: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 2 South, Range 13 East, Boise Meridian, in Camas County, Idaho.

Section 6: Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

Township 1 South, Range 13 East, Boise Meridian, in Camas County, Idaho.

Section 14: NW $\frac{1}{4}$.

Township 1 North, Range 14 East, Boise Meridian, in Camas County, Idaho.

Section 4: All that part of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the Soldier Creek Road, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 5: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 lying East of the Soldier Creek Road. AND EXCEPT a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 1 North, Range 14 East, Boise Meridian in Camas County, Idaho, described as follows:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S 0° 01' East, 214.40 feet to the true point of beginning;

Thence S 89° 50' East, 537.00 feet to the center of Soldier Creek;

Thence following the center of the stream of Soldier Creek the following courses and distances

S 29° 30' East 379.66 feet;

S 10° 30' East 306.16 feet;

S 31° 25' West, 174.60 feet;

S 21° 03' East, 360.90 feet, to a point on the center

of Soldier Creek and the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$
of said Section 5;
Thence N 87° 50' West, 818.30 feet;
Thence N 02° 01' West, 1116.42 feet to the true point
of beginning. AND EXCEPT a parcel of land described as
follows:

Section 5: Part of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as
follows:

Beginning at the Northwest corner of Lot 1; thence South along
the West line of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$, 2919 feet;
Thence East parallel with the North line of NE $\frac{1}{4}$ SE $\frac{1}{4}$, 537.0
feet to center of Soldier Creek; thence Northerly along the
center of Soldier Creek, 3111.0 feet, more or less, to the
North line of Lot 1; thence West along the North line of
Lot 1, 487.0 feet to the point of beginning, AND EXCEPT a tract
described as follows:

Beginning at the Northwest corner of Lot 1; thence South along
the West line of Lot 1, 1217.0 feet; thence East 40 feet to the
true point of beginning; thence South parallel with said West
line of Lot 1, 245.0 feet; thence East, 459.0 feet to the center
of Soldier Creek; thence N 2° 34' West, along the center of
Soldier Creek, 245.24 feet; thence West 448.0 feet to the true
point of beginning.

Together with appurtenances.

CAMAS COUNTY
RECORDED FOR:
WESTBERG, MCCABE & COLLII
10:16:21 am 07-15-2010
2010-083164
NO. PAGES: 3 FEE: \$16.00
ROLLIE BENNETT
COUNTY CLERK
DEPUTY: BHALTON

QUITCLAIM DEED
(Soldier Creek Place)

FOR VALUE RECEIVED, Evelyn G. Strickland, Trustee under Will of M.A. Strickland dated March 29, 1978, does hereby convey, release and forever quitclaim unto Patricia M. Strickland and Jerry A. Strickland, successor co-trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, whose addresses are P.O. Box 1, Wendell, Idaho 83355 and 3400 S. 1738 E., Wendell, Idaho 83355, respectively, all of her right, title and interest now owned or hereafter acquired as the Trustee to the following three parcels located in Sections 4 and 5, T.1N., R.14E., B.M., Camas County, Idaho, as more particularly described below, to-wit:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.
EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East 40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek

West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and previously described as a fraction of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho.

Under the Will of M.A. Strickland, aka Mark A. Strickland and Mark Andrew Strickland, a Trust was created. Evelyn G. Strickland was named as the trustee and Patricia M. Strickland, formerly known as Patricia Mae Rosco, and Jerry A. Strickland, aka Jerry Andrew Strickland, were named as the successor co-trustees of the Trust. Evelyn G. Strickland accepted the trusteeship February 28, 1989, and resigned as the trustee January 31, 2000. On January 31, 2000, Patricia M. Strickland and Jerry A. Strickland accepted the co-trusteeship. The purpose of this Deed is to reflect the substitution of the trusteeship and to recognize that Patricia M. Strickland and Jerry A. Strickland hold title to the above real property as co-trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978.

TOGETHER with all water rights appurtenant to the real property described above including, without limitation, Water Right Nos. 37-679, 37-897 and a domestic ground water right.

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.

By this conveyance it is intended that an undivided one-half interest in the real property be held by Evelyn G. Strickland, an unmarried person, and that Patricia M. Strickland and Jerry A. Strickland, co-trustees of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978, also hold an undivided one-half interest in the real property.

DATED this 29 day of June, 2010.

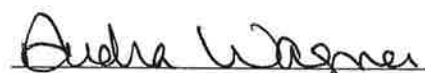

Evelyn G. Strickland, Trustee under the Will of
M.A. Strickland dated March 29, 1978

STATE OF IDAHO)
) ss.
County of Gooding)

On this 29 day of June, 2010, before me, a Notary Public for the State of Idaho, personally appeared **EVELYN G. STRICKLAND**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee under the Will of M.A. Strickland dated March 29, 1978, and acknowledged to me that she executed this instrument as the 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.




Notary Public for State of Idaho
Residing at Gooding, Idaho
My Commission Expires: 6/17/15

CAMAS COUNTY
RECORDED FOR:
WESTBERG, MCCABE & COLLIER
10:22:10 am 07-15-2010
2010-083165
NO. PAGES: 5 FEE: \$22.00
ROLLIE BENNETT
COUNTY CLERK
DEPUTY: BHALTON

GRANT DEED

(North Half of Soldier Creek Place)

THIS GRANT DEED is made and entered into the 29 day of January, 2010, 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 Evelyn G. Strickland, an unmarried person, whose address is 460 Fifth Avenue East, Wendell, Idaho 83355 (Grantee).

The Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee and to Grantee's successors, heirs and assigns the North one-half of Parcels 1, 2 and 3 described below and located in Sections 4 and 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.
EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East 40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and previously described as a fraction of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho.

The Parcels 1, 2 and 3 described above comprise approximately 103 acres and form one continuous parcel (PARCEL). In determining the north half of the PARCEL and that which would comprise the south half of the PARCEL which is not part of the conveyance described in this Deed, the PARCEL shall be divided into two equal parts by a line running parallel to the north boundary of Section 5, T.1N., R.14E., B.M., Camas County, Idaho, such that the total number of square feet lying north of that dividing line is equal to the total number of square feet lying south of that dividing line. That part of the PARCEL which lies north of the dividing line shall be the North one-half of Parcels 1, 2 and 3 (North Half) and that which lies south of the dividing line shall be the South one-half of Parcels 1, 2 and 3 (South Half). In determining the number of square feet in both halves of the PARCEL, no reduction shall be made in that computation for any easement lying on the PARCEL.

In the event either the Grantor or the Grantee or their respective successors, heirs or assigns desire that the dividing line be located on the ground by a survey and that a division fence be located on that line, then the owner of any part of the PARCEL shall notify the other owners of the PARCEL and they shall jointly retain the services of a single surveyor licensed in the State of Idaho to survey and locate the dividing line on the ground describing both halves of the PARCEL with separate metes and bounds descriptions. The cost of the survey and the preparation of the descriptions of each half shall be shared such that the owners of the North Half pay one-half of the cost and the owners of the South Half

pay the other half. The parties shall exchange deeds to reflect the confirmation of the metes and bounds description of both halves. The division fence shall be erected by the parties pursuant to *Idaho Code*, §35-103.

TOGETHER with the domestic water right which is evidenced solely by having applied the water to beneficial use without a permit or license, which is incident to a well located on the North Half. The well was constructed August 28, 2007, and the well tag is Tag No. D0044656.

AND TOGETHER with approximately one-half of Water Right No. 37-679 which is a decreed water right from Soldier Creek for irrigation of the PARCEL with a priority date of June 1, 1985, and for the use of 2.41 cfs of water except that the water right being conveyed pursuant to this Deed is only to 1.21 cfs and the remainder, 1.20 cfs, shall remain appurtenant to the South Half of the PARCEL.

ALSO TOGETHER with one-half of Water Right No. 37-897 which is a licensed right for the use of ground water for the purpose of providing water for livestock with a priority date of September 30, 1999, and for the use of 0.02 cfs of ground water, except that the water right conveyed pursuant to this Deed is only to 0.01 cfs and the remainder, 0.01 cfs, shall remain appurtenant to the South Half of the Parcel.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent, non-exclusive easement across the North Half for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679 to the South Half as the same are now located on the North Half together with sufficient area to use, maintain and operate the diversion structure and the ditch. The obligation for the maintenance of the structure and the ditch shall be shared equally by the owners of each half. The easement shall be for the purpose of conveying water in the irrigation ditch and such secondary purposes as are usually incident to an irrigation ditch. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the diversion structure and the ditch for the conveyance of the irrigation water, (2) to clean out, maintain and repair the ditch, and (3) to 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 owner of the South Half, its 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 the South Half which has historically been carried in that ditch, then the owner of the South Half or its 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 is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

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. 37-897 to the South Half. As part of the diversion subsurface water is collected on the North Half in a perforated 4-inch PVC pipe over a distance of approximately 40 feet. Water is then conveyed beneath the surface of the ground in a non-perforated pipeline in a southerly direction approximately 3,250 feet. At approximately 1,600 feet along the pipeline there

is a "T" in the line and another buried pipeline connected to the main line which runs in a westerly direction approximately 250 feet and water dumps from the end of that pipeline into a trough for stock water use. After the "T", the main pipeline continues, proceeding southerly beneath the surface of the ground approximately 1,650 feet where the remainder of the water then dumps into a trough for stock water use. The first diversion from the pipeline is on the North Half and the end of the pipeline is near the southerly end of the South Half. The easement for Water Right No. 37-897 shall include the entire length of the pipeline on the North Half together with the perforated pipe and collection system as the same are now located, together with sufficient area to use, maintain and operate the collection system and the pipeline. The obligation for the maintenance of the collection system and the pipeline shall be shared equally by the owners of each half. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the pipeline for conveyance of stock water, (2) to clean out, maintain and repair the pipeline and the collection system, and (3) to have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the collection system and 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 collection system and the pipeline is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half 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.

If at any time, the owner of the South Half shall have a reasonable basis to conclude that the amount of water under either Water Right No. 37-679 or No. 37-897 entering the South Half is not equal to the amount of water being used on the North Half, the owner of the South Half shall have the right to create a system of rotation such that the owner of the North Half shall be permitted to use all of the water under both water rights for a period of time and the owner of the South Half shall be allowed to use all of the water under both water rights for the same time period. The period of use whereby each party shall have the sole right to use all of the water under both water rights shall be for a duration of not to exceed two (2) days or for such period of use as the owners may then agree upon.

Parcels 1, 2 and 3 are conveyed subject to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

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 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 and the appurtenances forever.

Title to the real property and the water rights described above are presently in the Grantor and the Grantee as tenants in common. The purpose of the Deed is to place the entire fee simple interest in the North Half of the PARCEL solely in the Grantee subject to the reservation of interest in water rights and easements as stated in this Deed. The parties intend that a deed will be recorded immediately following the recording of this Deed whereby title to the South Half of the PARCEL is placed in the Grantor together with the remainder of Water Right Nos. 37-679 and 37-897 and the easements described herein across the North Half.

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

Patricia M. Strickland

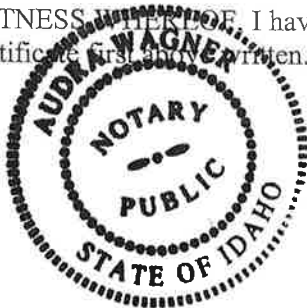
Patricia M. Strickland, Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978

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

STATE OF IDAHO)
) ss.
County of Gooding)

On this 29 day of June, 2010, 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.

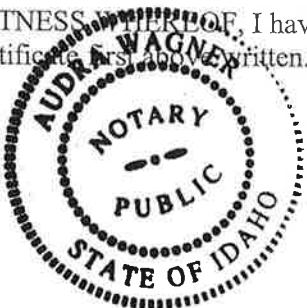


Audra Wagner
Notary Public for State of Idaho
Residing at Gooding, Idaho
My Commission Expires: 6/17/15

STATE OF IDAHO)
) ss.
County of Gooding)

On this 29 day of June, 2010, 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.



Audra Wagner
Notary Public for State of Idaho
Residing at Gooding, Idaho
My Commission Expires: 6/17/15

CAMAS COUNTY
RECORDED FOR:
WESTBERG, MCCABE & COLLIER
10:27:43 am 07-15-2010
2010-083166
NO. PAGES: 5 FEE: \$22.00
ROLLIE BENNETT
COUNTY CLERK
DEPUTY: BHALTON

GRANT DEED

(South Half of Soldier Creek Place)

THIS GRANT DEED is made and entered into the 29 day of June, 2010, by and between Evelyn G. Strickland, an unmarried person (Grantor) and 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 Grantee). Patricia M. Strickland's address is P.O. Box 1, Wendell, Idaho 83355. The address of Jerry A. Strickland is 3400 S. 1738 E., Wendell, Idaho 83355.

The Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee and to Grantee's successors, heirs and assigns the South one-half of Parcels 1, 2 and 3 described below and located in Sections 4 and 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5.
EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East 40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and previously described as a fraction of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho.

The Parcels 1, 2 and 3 described above comprise approximately 103 acres and form one continuous parcel (PARCEL). In determining the south half of the PARCEL and that which would comprise the north half of the PARCEL which is not part of the conveyance described in this Deed, the PARCEL shall be divided into two equal parts by a line running parallel to the north boundary of Section 5, T.1N., R.14E., B.M., Camas County, Idaho, such that the total number of square feet lying north of that dividing line is equal to the total number of square feet lying south of that dividing line. That part of the PARCEL which lies south of the dividing line shall be the South one-half of Parcels 1, 2 and 3 (South Half) and that which lies north of the dividing line shall be the North one-half of Parcels 1, 2 and 3 (North Half). In determining the number of square feet in both halves of the PARCEL, no reduction shall be made in that computation for any easement lying on the PARCEL.

In the event either the Grantor or the Grantee or their respective successors, heirs or assigns desire that the dividing line be located on the ground by a survey and that a division fence be located on that line, then the owner of any part of the PARCEL shall notify the other owners of the PARCEL and they shall jointly retain the services of a single surveyor licensed in the State of Idaho to survey and locate the dividing line on the ground describing both halves of the PARCEL with separate metes and bounds descriptions. The cost of the survey and the preparation of the descriptions of each half shall be shared such

that the owners of the North Half pay one-half of the cost and the owners of the South Half pay the other half. The parties shall exchange deeds to reflect the confirmation of the metes and bounds description of both halves. The division fence shall be erected by the parties pursuant to *Idaho Code*, §35-103.

TOGETHER with the domestic water right which is evidenced solely by having applied the water to beneficial use without a permit or license, which is incident to a well located on the North Half. The well was constructed August 28, 2007, and the well tag is Tag No. D0044656.

AND TOGETHER with approximately one-half of Water Right No. 37-679 which is a decreed water right from Soldier Creek for irrigation of the PARCEL with a priority date of June 1, 1985, and for the use of 2.41 cfs of water except that the water right being conveyed pursuant to this Deed is only to 1.20 cfs and the remainder, 1.21 cfs, shall remain appurtenant to the North Half of the PARCEL.

ALSO TOGETHER with one-half of Water Right No. 37-897 which is a licensed right for the use of ground water for the purpose of providing water for livestock with a priority date of September 30, 1999, and for the use of 0.02 cfs of ground water, except that the water right conveyed pursuant to this Deed is only to 0.01 cfs and the remainder, 0.01 cfs, shall remain appurtenant to the North Half of the Parcel.

ALSO TOGETHER with a permanent, non-exclusive easement across the North Half for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679 to the South Half as the same are now located on the North Half together with sufficient area to use, maintain and operate the diversion structure and the ditch. The obligation for the maintenance of the structure and the ditch shall be shared equally by the owners of each half. The easement shall be for the purpose of conveying water in the irrigation ditch and such secondary purposes as are usually incident to an irrigation ditch. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the diversion structure and the ditch for the conveyance of the irrigation water, (2) to clean out, maintain and repair the ditch, and (3) to 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 owner of the South Half, its 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 the South Half which has historically been carried in that ditch, then the owner of the South Half or its 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 is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

ALSO TOGETHER with a permanent, non-exclusive easement to convey water as part of Water Right No. 37-897 to the South Half. As part of the diversion subsurface water is collected on the North Half in a perforated 4-inch PVC pipe over a distance of approximately 40 feet. Water is then conveyed beneath the surface of the ground in a non-

perforated pipeline in a southerly direction approximately 3,250 feet. At approximately 1,600 feet along the pipeline there is a "T" in the line and another buried pipeline connected to the main line which runs in a westerly direction approximately 250 feet and water dumps from the end of that pipeline into a trough for stock water use. After the "T", the main pipeline continues, proceeding southerly beneath the surface of the ground approximately 1,650 feet where the remainder of the water then dumps into a trough for stock water use. The first diversion from the pipeline is on the North Half and the end of the pipeline is near the southerly end of the South Half. The easement for Water Right No. 37-897 shall include the entire length of the pipeline on the North Half together with the perforated pipe and collection system as the same are now located, together with sufficient area to use, maintain and operate the collection system and the pipeline. The obligation for the maintenance of the collection system and the pipeline shall be shared equally by the owners of each half. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the pipeline for conveyance of stock water, (2) to clean out, maintain and repair the pipeline and the collection system, and (3) to have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the collection system and 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 collection system and the pipeline is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half 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.

If at any time, the owner of the South Half shall have a reasonable basis to conclude that the amount of water under either Water Right No. 37-679 or No. 37-897 entering the South Half is not equal to the amount of water being used on the North Half, the owner of the South Half shall have the right to create a system of rotation such that the owner of the North Half shall be permitted to use all of the water under both water rights for a period of time and the owner of the South Half shall be allowed to use all of the water under both water rights for the same time period. The period of use whereby each party shall have the sole right to use all of the water under both water rights shall be for a duration of not to exceed two (2) days or for such period of use as the owners may then agree upon.

Parcels 1, 2 and 3 are conveyed subject to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

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 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 and the appurtenances forever.

The purpose of the Deed is to place the entire fee simple interest in the South Half of the PARCEL solely in the Grantee together with the easements and a portion of the water rights as stated in this Deed. The parties intend that a deed will be recorded immediately preceding the recording of this Deed whereby title to the North Half of the PARCEL is placed in the Grantor as described in this Deed whereby the Grantee described in this Deed conveys a portion of Water Right Nos. 37-679 and 37-897 and reserves the easements described herein across the North Half.

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

Evelyn G. Strickland
Evelyn G. Strickland

STATE OF IDAHO)
) ss.
County of Gooding)

On this 29 day of June, 2010, before me, a Notary Public for the State of Idaho, personally appeared **EVELYN G. 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 same.

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



Audra Wagner
Notary Public for State of Idaho
Residing at Gooding, Idaho
My Commission Expires: 6/17/15

CAMAS COUNTY
RECORDED FOR:
WESTBERG, MCCABE & COLLIER
10:51:27 am 08-05-2010
2010-083230
NO. PAGES: 5 FEE: \$22.00
ROLLIE BENNETT
COUNTY CLERK
DEPUTY: BHALTON

**CORRECTION
GRANT DEED**

(North Half of Soldier Creek Place)

THIS CORRECTION GRANT DEED is made and entered into the 27 day of July, 2010, 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 Evelyn G. Strickland, an unmarried person, whose address is 460 Fifth Avenue East, Wendell, Idaho 83355 (Grantee).

The sole purpose of this Correction Grant Deed is to correct typographical errors in the designation of Water Right Numbers appearing in the Grant Deed dated June 29, 2010, between the same parties and recorded as Instrument No. 2010-083165. The Water Right listed in that Grant Deed as No. 37-679 should have been listed as No. 37-679D and the Water Right listed in that Grant Deed as No. 37-897 should have been listed as 37-08897.

The Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee and to Grantee's successors, heirs and assigns the North one-half of Parcels 1, 2 and 3 described below and located in Sections 4 and 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5,
EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East

40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW¼NW¼ of Section 4 and previously described as a fraction of Lot 4 and the SW¼NW¼ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW¼SW¼ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW¼SW¼ of Section 4.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho.

The Parcels 1, 2 and 3 described above comprise approximately 103 acres and form one continuous parcel (PARCEL). In determining the north half of the PARCEL and that which would comprise the south half of the PARCEL which is not part of the conveyance described in this Deed, the PARCEL shall be divided into two equal parts by a line running parallel to the north boundary of Section 5, T.1N., R.14E., B.M., Camas County, Idaho, such that the total number of square feet lying north of that dividing line is equal to the total number of square feet lying south of that dividing line. That part of the PARCEL which lies north of the dividing line shall be the North one-half of Parcels 1, 2 and 3 (North Half) and that which lies south of the dividing line shall be the South one-half of Parcels 1, 2 and 3 (South Half). In determining the number of square feet in both halves of the PARCEL, no reduction shall be made in that computation for any easement lying on the PARCEL.

In the event either the Grantor or the Grantee or their respective successors, heirs or assigns desire that the dividing line be located on the ground by a survey and that a

division fence be located on that line, then the owner of any part of the PARCEL shall notify the other owners of the PARCEL and they shall jointly retain the services of a single surveyor licensed in the State of Idaho to survey and locate the dividing line on the ground describing both halves of the PARCEL with separate metes and bounds descriptions. The cost of the survey and the preparation of the descriptions of each half shall be shared such that the owners of the North Half pay one-half of the cost and the owners of the South Half pay the other half. The parties shall exchange deeds to reflect the confirmation of the metes and bounds description of both halves. The division fence shall be erected by the parties pursuant to *Idaho Code*, §35-103.

TOGETHER with the domestic water right which is evidenced solely by having applied the water to beneficial use without a permit or license, which is incident to a well located on the North Half. The well was constructed August 28, 2007, and the well tag is Tag No. D0044656.

AND TOGETHER with approximately one-half of Water Right No. 37-679D which is a decreed water right from Soldier Creek for irrigation of the PARCEL with a priority date of June 1, 1985, and for the use of 2.41 cfs of water except that the water right being conveyed pursuant to this Deed is only to 1.21 cfs and the remainder, 1.20 cfs, shall remain appurtenant to the South Half of the PARCEL.

ALSO TOGETHER with one-half of Water Right No. 37-08897 which is a licensed right for the use of ground water for the purpose of providing water for livestock with a priority date of September 30, 1999, and for the use of 0.02 cfs of ground water, except that the water right conveyed pursuant to this Deed is only to 0.01 cfs and the remainder, 0.01 cfs, shall remain appurtenant to the South Half of the Parcel.

RESERVING unto Grantor and Grantor's successors, heirs and assigns a permanent, non-exclusive easement across the North Half for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the South Half as the same are now located on the North Half together with sufficient area to use, maintain and operate the diversion structure and the ditch. The obligation for the maintenance of the structure and the ditch shall be shared equally by the owners of each half. The easement shall be for the purpose of conveying water in the irrigation ditch and such secondary purposes as are usually incident to an irrigation ditch. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the diversion structure and the ditch for the conveyance of the irrigation water, (2) to clean out, maintain and repair the ditch, and (3) to 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 owner of the South Half, its 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 the South Half which has historically been carried in that ditch, then the owner of the South Half or its 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 is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

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 to the South Half. As part of the diversion subsurface water is collected on the North Half in a perforated 4-inch PVC pipe over a distance of approximately 40 feet. Water is then conveyed beneath the surface of the ground in a non-perforated pipeline in a southerly direction approximately 3,250 feet. At approximately 1,600 feet along the pipeline there is a "T" in the line and another buried pipeline connected to the main line which runs in a westerly direction approximately 250 feet and water dumps from the end of that pipeline into a trough for stock water use. After the "T", the main pipeline continues, proceeding southerly beneath the surface of the ground approximately 1,650 feet where the remainder of the water then dumps into a trough for stock water use. The first diversion from the pipeline is on the North Half and the end of the pipeline is near the southerly end of the South Half. The easement for Water Right No. 37-08897 shall include the entire length of the pipeline on the North Half together with the perforated pipe and collection system as the same are now located, together with sufficient area to use, maintain and operate the collection system and the pipeline. The obligation for the maintenance of the collection system and the pipeline shall be shared equally by the owners of each half. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the pipeline for conveyance of stock water, (2) to clean out, maintain and repair the pipeline and the collection system, and (3) to have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the collection system and 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 collection system and the pipeline is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half 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.

If at any time, the owner of the South Half shall have a reasonable basis to conclude that the amount of water under either Water Right No. 37-679D or No. 37-08897 entering the South Half is not equal to the amount of water being used on the North Half, the owner of the South Half shall have the right to create a system of rotation such that the owner of the North Half shall be permitted to use all of the water under both water rights for a period of time and the owner of the South Half shall be allowed to use all of the water under both water rights for the same time period. The period of use whereby each party shall have the sole right to use all of the water under both water rights shall be for a duration of not to exceed two (2) days or for such period of use as the owners may then agree upon.

Parcels 1, 2 and 3 are conveyed subject to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

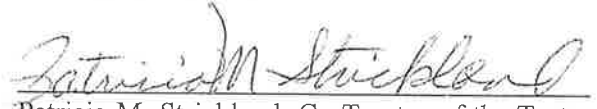
ALSO TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all of the estate, right, title, interest in and to the property, possession, 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.

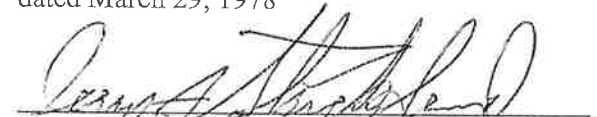
TO HAVE AND TO HOLD all and singular the premises and the appurtenances forever.

Title to the real property and the water rights described above are presently in the Grantor and the Grantee as tenants in common. The purpose of the Deed is to place the entire fee simple interest in the North

Half of the PARCEL solely in the Grantee subject to the reservation of interest in water rights and easements as stated in this Deed. The parties intend that a deed will be recorded immediately following the recording of this Deed whereby title to the South Half of the PARCEL is placed in the Grantor together with the remainder of Water Right Nos. 37-679D and 37-08897 and the easements described herein across the North Half.

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

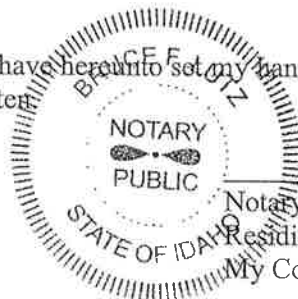

Patricia M. Strickland, Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978

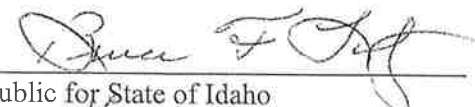

Jerry A. Strickland, Co-Trustee of the Testamentary Trust under the Will of M.A. Strickland dated March 29, 1978

STATE OF IDAHO)
) ss.
County of Gooding)

On this 30 day of July, 2010, 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.

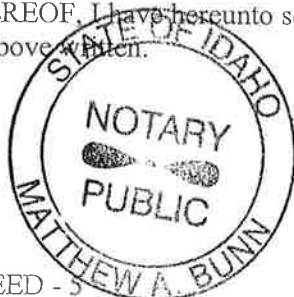



Notary Public for State of Idaho
Residing at Hagerman, Idaho
My Commission Expires JANUARY 23, 2012

STATE OF IDAHO)
) ss.
County of Gooding)

On this 27 day of July, 2010, 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.




Notary Public for State of Idaho
Residing at Wendell, Idaho
My Commission Expires 1-2-2016

CAMAS COUNTY
RECORDED FOR:
WESTBERG, MCCABE & COLLIER
10:57:52 am 08-05-2010
2010-083231
NO. PAGES: 5 FEE: \$22.00
ROLLIE BENNETT
COUNTY CLERK
DEPUTY: BHALTON

**CORRECTION
GRANT DEED**

(South Half of Soldier Creek Place)

THIS GRANT DEED is made and entered into the 27 day of July, 2010, by and between Evelyn G. Strickland, an unmarried person (Grantor) and 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 Grantee). Patricia M. Strickland's address is P.O. Box 1, Wendell, Idaho 83355. The address of Jerry A. Strickland is 3400 S. 1738 E., Wendell, Idaho 83355.

The sole purpose of this Correction Grant Deed is to correct typographical errors in the designation of Water Right Numbers appearing in the Grant Deed dated June 29, 2010, between the same parties and recorded as Instrument No. 2010-083166. The Water Right listed in that Grant Deed as No. 37-679 should have been listed as No. 37-679D and the Water Right listed in that Grant Deed as No. 37-897 should have been listed as 37-08897.

The Grantor for good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee and to Grantee's successors, heirs and assigns the South one-half of Parcels 1, 2 and 3 described below and located in Sections 4 and 5, T.1N., R.14E., B.M., Camas County, State of Idaho:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5,
EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East 40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and previously described as a fraction of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho.

The Parcels 1, 2 and 3 described above comprise approximately 103 acres and form one continuous parcel (PARCEL). In determining the south half of the PARCEL and that which would comprise the north half of the PARCEL which is not part of the conveyance described in this Deed, the PARCEL shall be divided into two equal parts by a line running parallel to the north boundary of Section 5, T.1N., R.14E., B.M., Camas County, Idaho, such that the total number of square feet lying north of that dividing line is equal to the total number of square feet lying south of that dividing line. That part of the PARCEL which lies south of the dividing line shall be the South one-half of Parcels 1, 2 and 3 (South Half) and that which lies north of the dividing line shall be the North one-half of Parcels 1, 2 and 3 (North Half). In determining the number of square feet in both halves of the PARCEL, no reduction shall be made in that computation for any easement lying on the PARCEL.

In the event either the Grantor or the Grantee or their respective successors, heirs or assigns desire that the dividing line be located on the ground by a survey and that a division fence be located on that line, then the owner of any part of the PARCEL shall notify the other owners of the PARCEL and they shall jointly retain the services of a single surveyor licensed in the State of Idaho to survey and locate the dividing line on the ground describing both halves of the PARCEL with separate metes and bounds descriptions. The cost of the survey and the preparation of the descriptions of each half shall be shared such that the owners of the North Half pay one-half of the cost and the owners of the South Half pay the other half. The parties shall exchange deeds to reflect the confirmation of the metes and bounds description of both halves. The division fence shall be erected by the parties pursuant to *Idaho Code*, §35-103.

TOGETHER with the domestic water right which is evidenced solely by having applied the water to beneficial use without a permit or license, which is incident to a well located on the North Half. The well was constructed August 28, 2007, and the well tag is Tag No. D0044656.

AND TOGETHER with approximately one-half of Water Right No. 37-679D which is a decreed water right from Soldier Creek for irrigation of the PARCEL with a priority date of June 1, 1985, and for the use of 2.41 cfs of water except that the water right being conveyed pursuant to this Deed is only to 1.20 cfs and the remainder, 1.21 cfs, shall remain appurtenant to the North Half of the PARCEL.

ALSO TOGETHER with one-half of Water Right No. 37-08897 which is a licensed right for the use of ground water for the purpose of providing water for livestock with a priority date of September 30, 1999, and for the use of 0.02 cfs of ground water, except that the water right conveyed pursuant to this Deed is only to 0.01 cfs and the remainder, 0.01 cfs, shall remain appurtenant to the North Half of the Parcel.

ALSO TOGETHER with a permanent, non-exclusive easement across the North Half for the diversion structure in Soldier Creek and the ditch conveying the water under Water Right No. 37-679D to the South Half as the same are now located on the North Half together with sufficient area to use, maintain and operate the diversion structure and the ditch. The obligation for the maintenance of the structure and the ditch shall be shared equally by the owners of each half. The easement shall be for the purpose of conveying water in the irrigation ditch and such secondary purposes as are usually incident to an irrigation ditch. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the diversion structure and the ditch for the conveyance of the irrigation water, (2) to clean out, maintain and repair the ditch, and (3) to 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 owner of the South Half, its 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 the South Half which has historically been carried in that ditch, then the owner of the South Half or its 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 is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half or any

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 is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half or any part thereof. Each and all of the provisions of this easement shall be construed to be covenants running with the land.

ALSO TOGETHER with a permanent, non-exclusive easement to convey water as part of Water Right No. 37-08897 to the South Half. As part of the diversion subsurface water is collected on the North Half in a perforated 4-inch PVC pipe over a distance of approximately 40 feet. Water is then conveyed beneath the surface of the ground in a non-perforated pipeline in a southerly direction approximately 3,250 feet. At approximately 1,600 feet along the pipeline there is a "T" in the line and another buried pipeline connected to the main line which runs in a westerly direction approximately 250 feet and water dumps from the end of that pipeline into a trough for stock water use. After the "T", the main pipeline continues, proceeding southerly beneath the surface of the ground approximately 1,650 feet where the remainder of the water then dumps into a trough for stock water use. The first diversion from the pipeline is on the North Half and the end of the pipeline is near the southerly end of the South Half. The easement for Water Right No. 37-08897 shall include the entire length of the pipeline on the North Half together with the perforated pipe and collection system as the same are now located, together with sufficient area to use, maintain and operate the collection system and the pipeline. The obligation for the maintenance of the collection system and the pipeline shall be shared equally by the owners of each half. The easement shall permit the owner of the South Half and its successors, heirs and assigns (1) to at all times hereafter use the pipeline for conveyance of stock water, (2) to clean out, maintain and repair the pipeline and the collection system, and (3) to have the full right of ingress and egress as is reasonably necessary for the full and complete use, occupation and enjoyment of the collection system and 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 collection system and the pipeline is appurtenant to and for the benefit of and shall never be severed from the South Half and shall inure to the benefit of and may be used by all persons who become the owners of the South Half 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.

If at any time, the owner of the South Half shall have a reasonable basis to conclude that the amount of water under either Water Right No. 37-679D or No. 37-08897 entering the South Half is not equal to the amount of water being used on the North Half, the owner of the South Half shall have the right to create a system of rotation such that the owner of the North Half shall be permitted to use all of the water under both water rights for a period of time and the owner of the South Half shall be allowed to use all of the water under both water rights for the same time period. The period of use whereby each party shall have the sole right to use all of the water under both water rights shall be for a duration of not to exceed two (2) days or for such period of use as the owners may then agree upon.

Parcels 1, 2 and 3 are conveyed subject to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

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 and also all of the estate, right, title, interest in and to the property, possession,

The purpose of the Deed is to place the entire fee simple interest in the South Half of the PARCEL solely in the Grantee together with the easements and a portion of the water rights as stated in this Deed. The parties intend that a deed will be recorded immediately preceding the recording of this Deed whereby title to the North Half of the PARCEL is placed in the Grantor as described in this Deed whereby the Grantee described in this Deed conveys a portion of Water Right Nos. 37-679D and 37-08897 and reserves the easements described herein across the North Half.

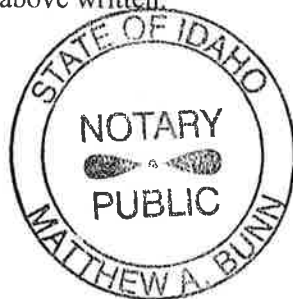
IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Evelyn G. Strickland
Evelyn G. Strickland

STATE OF IDAHO)
) ss.
County of Gooding)

On this 27 day of July, 2010, before me, a Notary Public for the State of Idaho, personally appeared **EVELYN G. 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 same.

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 ID, Idaho
My Commission Expires: 1-2-2016

DEED OF GIFT
(North Half of Soldier Creek Place)

THIS DEED OF GIFT is made the 9 day of ^{August}~~July~~, 2012, by and between EVELYN G. STRICKLAND, an unmarried person (Grantor), and JERRY A. STRICKLAND and CAROL M. STRICKLAND, husband and wife (Grantees), whose address is 1738 East 3400 South, Wendell, ID 83355.

W I T N E S S E T H:

The Grantor, for and in consideration of the love, affection and duty which the Grantees have and bear unto the Grantor, and also for the better maintenance, support, protection and livelihood of Grantees, does by these presents give, grant, convey and confirm unto Grantees and to Grantees' heirs and assigns forever the North one-half of Parcels 1, 2 and 3 described below and located in Sections 4 and 5 of T.1N., R.14E., B.M., County of Camas, State of Idaho:

Parcel 1:

U.S. Government Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, T.1N., R.14E., BM., Camas County, Idaho,

EXCEPTING therefrom the following three tracts:

Tract 1: That certain parcel identified by the Camas County Assessor as Tax No. 1223, which is a tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 described as commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence running S. 0°01' E. 214.40 feet to the True Point of Beginning of Tract 1; thence S. 89°50' E. a distance of 537.00 feet to the center of Soldier Creek; thence following the center of Soldier Creek southerly the following courses and distances: S. 29°30' E. a distance of 379.66 feet to a point; thence S. 10°30' E. a distance of 306.16 feet to a point; thence S. 31°25' W. a distance of 174.60 feet to a point; thence S. 21°03' E. a distance of 360.90 feet to a point on the center of Soldier Creek and the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence leaving the center of Soldier Creek and proceeding along the south boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 N. 89°50' W. a distance of 818.30 feet to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5; thence N. 00°01' W. a distance of 1116.42 feet along the west boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 to the True Point of Beginning.

Tract 2: That certain parcel of real property which was conveyed by the warranty deed dated February 12, 1974, between M. A. Strickland and Evelyn Strickland, husband and wife, as the grantor, and Richard B. Strickland and Dorothy M. Strickland, husband and wife, and Rex Painter and Dorothy E. Painter, husband and wife, as the grantee, which was recorded as Instrument No. 42270, records of the Camas County Recorder, Camas County, Idaho, as more particularly described below:

Township 1 North, Range 14 East of the Boise Meridian

Section 5: Part of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows: Beginning at the Northwest corner of Lot 1; thence South along the West line of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$, 2919 feet; thence East parallel with the North line of NE $\frac{1}{4}$ SE $\frac{1}{4}$, 537.0 feet to center of Soldier Creek; thence Northerly along the center of Soldier Creek 3111.0 feet, more or less, to the North line of Lot 1; thence West along the North line of Lot 1, 487.0 feet to the point of beginning.

Together with an easement for ingress and egress 40 feet wide along the west side NE $\frac{1}{4}$ SE $\frac{1}{4}$, from the above described tract to the County road, along the South side of said NE $\frac{1}{4}$ SE $\frac{1}{4}$.

EXCEPT a tract described as follows: Beginning at the Northwest corner of Lot 1; thence South along the West line of Lot 1, 1217.0 feet; thence East 40 feet to the true point of beginning; thence South parallel with said West line of Lot 1, 245.0 feet; thence East, 459.0 feet to the center of Soldier Creek; thence N.2°34' W, along the center of Soldier Creek, 245.24 feet; thence West 448.0 feet to the true point of beginning.

Tract 3: Commencing at the Northwest corner of Lot 1 of Section 5; thence South along the west boundary line of Lot 1 distance of 1217.0 feet to a point; thence East 40.0 feet to the True Point of Beginning; thence South parallel with the west boundary of Lot 1 a distance of 245.0 feet; thence East a distance of 459.0 feet to the center of Soldier Creek; thence N. 02°34' W. along the center of Soldier Creek a distance of 245.24 feet to a point; thence leaving the centerline of Soldier Creek West 448.0 feet to the True Point of Beginning.

(Tracts 2 and 3 comprise the real property described in the plat of Phillips Creek Subdivision, according to the plat thereof filed and of record as Instrument No. 61622, records of the Camas County Recorder, Camas County, Idaho.)

Parcel 2:

That certain parcel of land located in Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, T.1N., R.14E., B.M., Camas County, Idaho, and previously described as a fraction of Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 lying West of the Soldier Creek Road which has been assigned Tax No. 1121 by the Camas County Recorder and is more particularly described as follows:

Commencing at a point on the section line between Section 4 and Section 5 which is 95 feet South of the northwest corner of Section 4 and is on the centerline of the Soldier Creek Road; thence along the centerline of the Soldier Creek Road S. 05°43' E. a distance of 502.5 feet to a point; thence S. 18°33' E. a distance of 287.7 feet to a point; thence S. 08°25' E. a distance of 1294 feet to a point; thence S. 15°19' E. a distance of 359.8 feet to a point; thence S. 07°31' E. a distance of 151.3 feet to a point on the East-West quarter section line of Section 4, which point is on the North boundary of the NW¼SW¼ of Section 4; thence leaving the centerline of the Soldier Creek Road and proceeding West 445 feet to a point on the section line common to Sections 4 and 5; thence North along the West boundary of Section 4 a distance of 2535 feet to the point of beginning.

Parcel 3:

The NW¼SW¼ of Section 4, T.1N., R.14E., B.M., Camas County, Idaho.

EXCEPTING therefrom that parcel of real property described in the warranty deed in which Evelyn G. Strickland, individually and as Personal Representative of the Estate of Mark A. Strickland, deceased, was the grantor, and John W. Wert and Wilma J. Wert, husband and wife, who were the grantees which was recorded as Instrument No. 60207, records of the Camas County Recorder, Camas County, Idaho, which is more particularly described below:

Township 1 North, Range 14 East, Boise Meridian, Section 4. A part of NW¼SW¼. All that portion of NW¼SW¼, Section 4, lying east of the Soldier Creek Road being more particularly described as follows: Commencing at the West quarter corner of Section 4. Said point lies North 00°16'53" West, 2679.80 feet from the Southwest corner of Section 4; thence South 89°29'53" East, 436.83 feet along the North boundary of said NW¼SW¼ to the center of the Soldier Creek Road, which is the REAL POINT OF BEGINNING; thence South 89°29'53" East, 885.94 feet to the Northeast corner of said NW¼SW¼; thence South 00°27'33" East, 1340.55 feet, to the Southeast corner of said NW¼SW¼; thence North 89°28'22" West, 578.30 feet along the South boundary of said NW¼SW¼ to the center of the Soldier Creek Road; thence North 32°53'50" West, 405.51 feet along the center of the Soldier Creek Road; thence along a curve on the center of the Soldier Creek Road, Δ - 31°33'37" R - 450.00 A - 247.87 C - 244.75 T - 127.17 LCB - North 17°07'02" West; thence North 01°20'13" West, 287.24 feet along the center of Soldier Creek Road; thence North 02°18'26" West, 481.78 feet, along the center of the Soldier Creek Road to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 25.28 acres.

SUBJECT TO a county roadway easement parallel and adjoining the west boundary of the above described parcel.

The Parcels 1, 2 and 3 described above comprise approximately 103 acres and form one continuous parcel (PARCEL). In determining the north half of the PARCEL and that which would comprise the south half of the PARCEL which is not part of the conveyance described in this Deed, the PARCEL shall be divided into two equal parts by a line running parallel to the north boundary of Section 5, T.1N., R.14E., B.M., Camas County, Idaho, such that the total number of square feet lying north of that dividing line is equal to the total

number of square feet lying south of that dividing line. That part of the PARCEL which lies north of the dividing line shall be the North one-half of Parcels 1, 2 and 3 (North Half) and that which lies south of the dividing line shall be the South one-half of Parcels 1, 2 and 3 (South Half). In determining the number of square feet in both halves of the PARCEL, no reduction shall be made in that computation for any easement lying on the PARCEL.

TOGETHER with the domestic water right which is evidenced solely by having applied the water to beneficial use without a permit or license, which is incident to a well located on the North Half. The well was constructed August 28, 2007, and the well tag is Tag No. D0044656.

AND TOGETHER with approximately one-half of Water Right No. 37-679D (also known as Water Right No. 37-00679D) which is a decreed water right from Soldier Creek for irrigation of the PARCEL with a priority date of June 1, 1885, and for the use of 2.41 cfs of water except that the water right being conveyed pursuant to this Deed is only to 1.21 cfs and the remainder, 1.20 cfs, shall remain appurtenant to the South Half of the PARCEL.

ALSO TOGETHER with one-half of Water Right No. 37-08897 which is a licensed right for the use of ground water for the purpose of providing water for livestock with a priority date of September 30, 1999, and for the use of 0.02 cfs of ground water, except that the water right conveyed pursuant to this Deed is only to 0.01 cfs and the remainder, 0.01 cfs, shall remain appurtenant to the South Half of the Parcel.

SUBJECT to the terms and provisions relating to the establishment of the south boundary of the North Half of the PARCEL as described in that certain Third Correction Grant Deed recorded as Instrument No. 2010-083343, records of the Camas County Recorder, Camas County, Idaho; the easements reserved in that instrument; and the terms and provisions of that instrument relating to the owner of the South Half of the PARCEL as defined in that instrument to require a system of rotation of Water Right Nos. 37-08897 and 37-679D under certain circumstances.

Parcels 1, 2 and 3 are conveyed subject to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the premises, together with the appurtenances, unto Grantees, Grantees' successors, heirs and assigns.

A purpose of this Deed of Gift is to convey the above property to the Grantees as their community property and not as each Grantee's separate property.

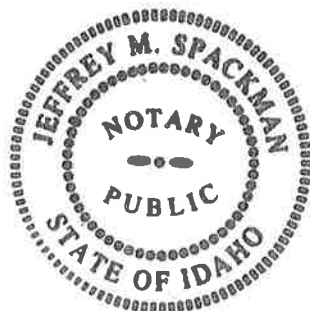
IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.


Evelyn G. Strickland

STATE OF IDAHO)
 : ss.
County of Gooding)

On this 9 day of August, 2012, before me, the undersigned Notary Public in and for said State, personally appeared **EVELYN G. 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 same.

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




Notary Public for State of Idaho
Residing at Gooding, Idaho
My Commission Expires: 9-27-2018

DEED OF GIFT

(Ambrose Place)

THIS DEED OF GIFT is made the 9 day of ~~July~~^{August}, 2012, by and between EVELYN G. STRICKLAND, an unmarried person (Grantor), and JERRY A. STRICKLAND and CAROL M. STRICKLAND, husband and wife (Grantees), whose address is 1738 East 3400 South, Wendell, ID 83355.

WITNESSETH:

The Grantor, for and in consideration of the love, affection and duty which the Grantees have and bear unto the Grantor, and also for the better maintenance, support, protection and livelihood of Grantees, does by these presents give, grant, convey and confirm unto Grantees and to Grantees' heirs and assigns forever the following described real property located in the County of Gooding, State of Idaho:

Commencing at the Northeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, T.8S., R.15E., B.M., Gooding County, Idaho; thence S. 00°01'20" W. along the East boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance 1098.26 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884, the Real Point of Beginning; thence N. 89°45'02" W. a distance of 616.70 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884; thence S. 71°01'10" W. a distance of 461.62 feet to a point marked by a ½ inch iron pin with a cap marked LS No. 884; thence N. 89°45'02" W. a distance of 267.72 feet to a point on the West boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ marked by a ½ inch iron pin with a cap marked LS No. 884; thence S. 00°02'00" W. along the West boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 69.00 feet to the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence continuing S. 00°02'00" W. along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19 a distance of 1318.58 to the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19; thence S. 89°43'12" E. along the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19 a distance of 1321.16 feet to the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19; thence N. 00°01'20" E. along the East boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19 a distance of 1319.29 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19; thence continuing N. 00°01'20" E. along the East boundary

of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19 a distance of 221.04 feet to a point which point is the Real Point of Beginning.

SUBJECT to easements, reservations and restrictions of record or apparent and real property taxes and assessments.

TOGETHER with that certain easement which lies across Parcel C, one of the following excepted parcels, which easement was reserved in Instrument No. 181350, records of the Gooding County Recorder, Gooding County, Idaho.

EXCEPTING therefrom the following three parcels:

Parcel A:

Beginning at the South quarter corner of Section 19, T.8S., R.15E., B.M., Gooding County, Idaho; thence West along the South line of Section 19 a distance of 336.0 feet to the Real Point of Beginning; thence continuing West along the South line of Section 19 a distance of 208.75 feet; thence North 208.75 feet; thence East 208.75 feet; thence South 208.75 feet to the Real Point of Beginning.

Parcel B:

Commencing at the section corner common to Sections 19 and 30, T. 8 S., R. 15 E., B.M., Gooding County, Idaho and Sections 24 and 25, T. 8 S., R. 14 E., B.M. Gooding County, Idaho; thence S. 89°43'12" E. (formerly S. 90°00'00" E.) along the south boundary of Section 19 a distance of 1,567.56 feet to a point marked by a P.K. Nail & Flasher, the real point of beginning; thence leaving the south boundary of Section 19 and proceeding N. 00°00'00" E. a distance of 25.00 feet to a 1/2 inch by 24 inch rebar on the north boundary of the road right-of-way; thence continuing N. 00°00'00" E. a distance of 180.00 feet to a point marked by a 1/2 inch by 24 inch rebar; thence S. 89°43'12" E. (formerly S. 90°00'00" E.) a distance of 256.53 feet to a point on the westerly boundary of a parcel of real property now owned by Jerry A. Strickland and Carol M. Strickland; thence S. 0°00'00" W. along that westerly boundary of that parcel a distance of 205.00 feet to a point on the south boundary of Section 19; thence along the south boundary of Section 19 N. 89°43'12" W. (formerly N. 90°00'00" W.) a distance of 256.53 feet to a point, which point is the real point of beginning.

Parcel C:

Commencing at the section corner common to Sections 19 and 30, T. 8 S., R. 15 E., B.M., Gooding County, Idaho and Sections 24 and 25, T. 8 S., R. 14 E., B.M. Gooding County, Idaho; thence S. 89°43'12" E. (formerly S. 90°00'00" E.) along the south boundary of Section 19 a distance of 1429.10

feet to a point marked by a P.K. Nail & Flasher, which point is the real point of beginning; thence leaving the south boundary of Section 19 and proceeding N. 42°00'00" W. a distance of 33.64 feet to a point marked by a 5/8 inch by 30 inch rebar, which point is on the north boundary of the right-of-way of a road; thence continuing N. 42°00'00" W. a distance of 242.21 feet to a point, which point is marked by a 1/2 inch by 24 inch rebar; thence S. 89°43'12" E. (formerly S. 90°00'00" E.) a distance of 323.04 feet to a point marked by a 1/2 inch by 24 inch rebar; thence S. 0°00'00" W. a distance of 180.00 feet to a point marked by a 1/2 inch by 24 inch rebar, which point is on the north boundary of the road right-of-way; thence continuing S. 00°00'00" W. a distance of 25.00 feet to a point on the south boundary of Section 19 marked by a P.K. Nail & Flasher; thence along the south boundary of Section 19 N. 89°43'12" W. (formerly N. 90°00'00" W.) a distance of 138.46 feet to a point, which point is the real point of beginning.

TOGETHER with all water rights appurtenant to the above real property including, without limitation, Water Right No. 36-07450B and all irrigation equipment, including the pivot and related items on the real property.

SUBJECT to all taxes and assessments for the current year and thereafter and all easements, reservations and restrictions of record or apparent.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the premises, together with the appurtenances, unto Grantees, Grantees' successors, heirs and assigns.

A purpose of this Deed of Gift is to convey the above property to the Grantees as their community property and not as each Grantee's separate property.

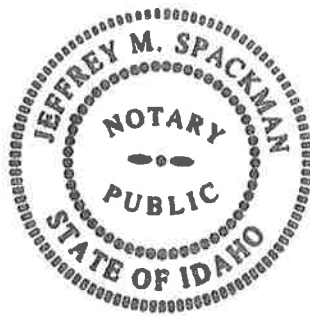
IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.


Evelyn G. Strickland

STATE OF IDAHO)
 : ss.
County of Gooding)

On this 9 day of August, 2012, before me, the undersigned Notary Public in and for said State, personally appeared **EVELYN G. 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 same.

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





Notary Public for State of Idaho
Residing at Carlsbad, Idaho
My Commission Expires: 9-27-2018



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 21, 2014

JERRY STRICKLAND
CAROL STRICKLAND
1738 E 3400 S
WENDELL ID 83355

RE: Change of Ownership for Water Right Nos. 36-7450B, 37-8897, ³⁶~~37~~-2497
37-679D split into 37-679D and 37-22859

Dear Jerry:

I finally got through all the deeds submitted with the ownership changes for the properties in Gooding and Camas counties and believe I have the ownership of the water rights correct. Water right 36-7450B was changed to you and Carol as sole owners. 37-679D was split according to the deed with yours and Carol's portion numbered 37-22859. The remainder of 37-679D is in the name of the Testamentary Trust under the Will of M. A. Strickland. ³⁶~~37~~-2497 was changed entirely into the Trust's name as well.

Based on our phone conversation I did not split 37-8897 but added yours, Carol's and the Trust's names all as current owners even though the deed indicates the water right should be split. I can easily remove the Trust as a co-owner once a corrected or new deed is executed and submitted to the department.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

SCANNED

SEP 21 2014

RECEIVED

AUG 06 2010

WATER RESOURCES
WESTERN REGION

WESTBERG, McCABE & COLLINS, CTD.

ATTORNEYS & COUNSELORS AT LAW
516 WEST FRANKLIN STREET
P.O. BOX 2836
BOISE, IDAHO 83701-2836

PAUL L. WESTBERG
WILLIAM D. COLLINS
CHRISTIAN D. COLLINS

August 6, 2010

Of Counsel:
THOMAS J. McCABE

TELEPHONE
(208) 336-5200
FAX
(208) 336-2121

HAND DELIVERED

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705

Re: Change of Ownership, Water Right Nos. 37-00679D, 37-08897, 36-02497
and 36-07450B

Dear Sir or Madam:

I am enclosing Notices of Change of Ownership for each of the water rights listed above.

Water Right No. 37-00679D. In talking with a representative of your Department a week or so ago, I was assured that this water right was decreed; however, I could not find evidence of that fact on the SRBA website. Therefore, I was told that the filing fee for this change is \$100.00 because it involves a split. Attached to this Notice of Change of Water Right Ownership are the deeds in the chain of title from that you are listing as the owner. You are currently listing Evelyn G. Strickland as the current owner of the water right. The real property to which the water right is appurtenant was, in fact, owned by Mrs. Strickland and the trustees of a trust her husband created under his Will. By the deeds which are attached, the north half of the appurtenant property is now owned solely by Mrs. Strickland and the south half is owned solely by the trustees of that trust. We are dividing this water right such that Mrs. Strickland will retain 1.21 cfs and the trust has acquired 1.20 cfs.

Water Right No. 37-08897. This water right was not part of the SRBA since it was initiated after commencement of that action. A License has been issued for the right in the name of Evelyn Strickland. This water right is appurtenant to the same land listed as the place of use for Water Right No. 37-00679D. The deeds attached to the Notice of Change on Water Right No. 37-08897 are the same as that for Water Right No. 37-00679D. The water right is being divided equally between Mrs. Strickland and the trustees of the testamentary trust. I understand that the filing fee for this change is \$100.00.

Water Right No. 36-02497. This water right does not involve a split. You are listing the current owner as the Estate of M.A. Strickland. The deeds attached show the title transfers. The property was, in fact, initially owned equally by Evelyn G. Strickland and her husband, M.A. Strickland. His half interest in the real property appurtenant to the water right passed to the trustees of the testamentary trust on his death. Title to the real property which the water right is appurtenant to is now solely in the trustees of the testamentary trust. I understand the filing fee for this change is \$25.00 since the right has been decreed.

Water Right No. 07450B. You are now listing as the current owners of this water right the Estate of M.A. Strickland and Evelyn G. Strickland. Again, the deeds in the chain of title are attached. The real property to which the water right is appurtenant is now owned solely by Evelyn G. Strickland. I understand the filing fee for this change is \$25.00.

I have also enclosed our law firm check in the amount of \$250.00 as the total filing fees for the change of ownerships. If, your examination of the attachments to each change raises questions, please call me.

Very truly yours,

WESTBERG, McCABE & COLLINS, CTD.



William D. Collins

WDC/ml

Enclosures

cc: Evelyn G. Strickland, w/Enclosures
Patricia M. Strickland, w/Enclosures
Jerry A. Strickland via J. Dee May, w/Enclosures