

RECEIVED
JAN 07 2016
WATER RESOURCES
WESTERN REGION
INCOMPLETE
DEC 23 2015
WATER RESOURCES
WESTERN REGION
INCOMPLETE

RECEIVED

JAN 05 2016
COMPLETE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No. 63-34186

RECEIVED

DEC 18 2015
INCOMPLETE

Phone 731-9778

City Twin Falls

1. Name of applicant(s) Howard Kevan Family Trust

Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address 405 Edwards Dr.

State ID Zip 83331 Email dougandmarylou@gmail.com

2. Source of water supply Groundwater

which is a tributary of N/A

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
2N	10E	31	10		SE	SW	Elmore	Groundwater	To be drilled

4. Water will be used for the following purposes:

Amount 0.04 cfs for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

5. Total quantity to be appropriated is (a) 0.04 cubic feet per second (cfs) and/or (b) _____ acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. PROPOSED 8" WELL (SEE PART C)
PIPING FROM WELL TO HOUSE. PUMP TO BE DETERMINED WHEN INSTALLED.

b. Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☒ No

c. Proposed well diameter is 8 inches; proposed depth of well is 350 feet.

d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No

e. If well is already drilled, when? N/A SEE PART C; drilling firm N/A;
well was drilled for (well owner) N/A; Drilling Permit No. N/A

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. N/A

b. Stockwatering; list number and kind of livestock. N/A

c. Municipal; complete and attach the Municipal Water Right Application Checklist.

d. Domestic; show number of households One household HOUSEHOLD

e. Other; describe fully. N/A

CD 1/14/16

8. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.
See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	10E	31												D					

Total number of acres to be irrigated: 1/2

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

Water from well will be used to irrigate 1/2 acre.

10. a. Who owns the property at the point of diversion? Applicant

b. Who owns the land to be irrigated or place of use? Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Applicant desires to acquire a domestic water right for use of groundwater on this property. The use will be for one home and irrigation of 1/2 acre, not to exceed 13,000 gpd.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8 1/2" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Mary Lou Howard (TROUSE)
Signature of Applicant

Mary Lou Howard
Print Name (and title, if applicable)

[Signature]
Signature of Applicant

CHARLES D. HOWARD
Print Name (and title, if applicable)

For Department Use:

Received by Adm Date 12/18/2015 Time 3:11 pm Preliminary check by PH
Fee \$ 100.00 Received by Adm Receipt No. 5035159 Date 12/18/2015



ORIGINAL

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated this 26th day of December, 1996, between CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, hereinafter called Trustors; and MARY LOU HOWARD, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, HEIDI MICHELLE HOUSER, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, and MARK KEVAN and BARBARA ANN KEVAN, husband and wife, presently residing in the City of Saint Marys, County of Camden, State of Georgia, hereinafter called Trustees.

W I T N E S S E T H:

WHEREAS, Trustors desire to create a trust effective this date and Trustees agree to act as Trustees thereof;

NOW, THEREFORE, Trustors and Trustees agree as follows:

ARTICLE ONE

TRUST ESTATE

Trustors assign, transfer, deliver and convey to Trustees the property described in Exhibit "A", attached hereto and by reference thereto made a part hereof. All of such property shall be subject to the terms and conditions of this Trust Agreement and receipt of such property is hereby acknowledged by Trustees. As further evidence of this assignment, Trustors have executed or will execute or cause to be executed such other instruments as may be required to complete assignment or transfer of title to such property to Trustees. Trustees accept such transfer and assignment

of such property to themselves as Trustees, and undertake to hold, manage and dispose of the trust property in accordance with the provisions of this Trust Agreement. Additional property may be added to this trust by the Trustors, or by any other person, and shall, upon written acceptance thereof by the Trustees, constitute the trust estate and shall be held managed, invested and re-invested and distributed as hereinafter provided. The trust hereby created shall be designated as the HOWARD-KEVAN FAMILY TRUST. This Trust Agreement is to further certify that, when Trustees have taken the title to said property, or to any additional property which may be added hereunder, Trustees will hold it for the uses and purposes and on the trusts herein set forth.

ARTICLE TWO

TRUST PURPOSE

The purpose of this trust shall be to preserve and maintain, for the use and enjoyment of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, and their lineal descendants, and MARK KEVAN and BARBARA ANN KEVAN, husband and wife, and their lineal descendants, the real estate conveyed to said trust together with any and all improvements now or hereafter located thereon.

ARTICLE THREE

BENEFICIARIES

CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, and their lineal descendants, and MARK KEVAN and BARBARA ANN KEVAN, husband and wife, and their lineal descendants, are and shall be the beneficiaries of this trust and as such shall be

entitled to the use, enjoyment, rents, profits or proceeds of the trust property.

ARTICLE FOUR

ASSIGNMENT OF BENEFICIARIES INTEREST

Beneficiaries interest in this trust shall not be subject to claims of his or her creditors, or others, or liable to attachment, execution or other process of law and no beneficiary shall have any right to encumber, hypothecate, or alienate his or her interest in this trust without first obtaining the written consent of at least three-fourths ($\frac{3}{4}$) of the Trustees.

ARTICLE FIVE

POWERS AND DUTIES OF TRUSTEES

a) The Trustees are vested with all of the powers and authority as set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

b) The Trustees shall administer all receipts and expenditures, and allocate all receipts and expenditures as to income and principal, as provided in the Uniform Principal and Income Act, being Chapter 10 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

c) The Trustees shall have all such powers as is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the trust estate as if the absolute owners thereof, including, without limiting the generality of the terms, the right to grant, bargain,

sell, convey, exchange, convert, assign, divide, loan, reloan, invest, and reinvest the trust estate, or any part thereof.

d) The Trustees shall keep a complete and accurate account of all investments, receipts and disbursements and shall render a periodic accounting (no less often than annually) to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof, and MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof.

After the death of the survivor of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD the accounting shall be made to their lineal descendants. After the death of the survivor of MARK KEVAN and BARBARA ANN KEVAN the accounting shall be made to their lineal descendants.

ARTICLE SIX

REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEES

If Trustees make any advances of money on account of this trust, are made parties to any litigation on account of holding title to the real estate or in connection with this trust, or if Trustees are compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to personal property, fines or penalties under any law, or otherwise, the beneficiaries will on demand pay to Trustees, with interest thereon at the rate of five percent (5%) per year, all such disbursements or advances or payments made by Trustees, together with Trustees' expenses, including reasonable attorneys' fees.

Trustees shall not be called on to convey or otherwise

deal with the trust property at any time held hereunder until all of such disbursements, payments, advances and expenses made or incurred by Trustees have been fully paid, together with interest thereon. Trustees shall not be required to advance or to pay out any money on account of this trust or to prosecute or defend any legal proceedings involving this trust or any property or interest hereunder unless Trustees are furnished with funds sufficient therefor or are satisfactorily indemnified in respect thereto.

ARTICLE SEVEN

PROTECTION OF THIRD PARTIES

No party dealing with Trustees in relation to the trust property in any manner whatsoever, and no party to whom the property or any part thereof or interest therein is conveyed, contracted to be sold, leased, or mortgaged by Trustees, shall be obligated to see to the application of the purchase money paid therefor or to inquire into the necessity or expediency of any act of Trustees or the provisions of this instrument.

ARTICLE EIGHT

RECORDATION

This agreement shall not be placed on record in the recorder's office of the county in which the trust property is situated, or elsewhere. An such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title of powers of Trustees.

ARTICLE NINE

DISCLOSURE OF BENEFICIARIES' NAMES

In the event of service of process on Trustees at any time hereafter, Trustees may in their discretion disclose to the other parties to any such proceeding the names and addresses of the beneficiary or beneficiaries.

ARTICLE TEN

MANAGEMENT AND OPERATION OF TRUST PROPERTY

The HOWARD-KEVAN FAMILY TRUST shall have four (4)

Trustees:

a) Two Trustees shall be selected by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof. The two Trustees appointed by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof, shall be selected from the lineal descendants of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD so long as there are lineal descendants. When there are no lineal descendants then any competent person of legal age may be appointed as Trustee. After the death of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD the two (2) Trustees shall be selected by a majority vote of the lineal descendants of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD who have reached the age of eighteen (18) years. If only one lineal descendant has reached the age of eighteen (18), that one (1) lineal descendant shall appoint the two (2) Trustees. If no lineal descendant has reached the age of eighteen (18) years, the legal guardian of each lineal descendant shall have one vote in selecting the two (2) Trustees.

b) Two Trustees shall be selected by MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof. The two Trustees appointed by MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof, shall be selected from the lineal descendants of MARK KEVAN and BARBARA ANN KEVAN so long as there are lineal descendants. When there are no lineal descendants then any

competent person of legal age may be appointed as Trustee. After the death of MARK KEVAN and BARBARA ANN KEVAN the two (2) Trustees shall be selected by a majority vote of the lineal descendants of MARK KEVAN and BARBARA ANN KEVAN who have reached the age of eighteen (18) years. If only one lineal descendant has reached the age of eighteen (18), that one (1) lineal descendant shall appoint the two (2) Trustees. If no lineal descendant has reached the age of eighteen (18) years, the legal guardian of each lineal descendant shall have one vote in selecting the two (2) Trustees.

c) All Trustees' decisions shall be made by a three-fourths (3/4) vote relating to the management of the trust property. This trust may be terminated by a three-fourths (3/4) vote of all the Trustees unless otherwise terminated as provided in ARTICLE TWELVE of this Trust Agreement.

In the event this trust is terminated by a three-fourths (3/4) vote of the Trustees all trust property shall be divided in the same manner as that set forth in ARTICLE TWELVE of this Trust Agreement.

During the term of this trust two Trustees shall be appointed from CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants and two Trustees shall be appointed from MARK KEVAN and BARBARA ANN KEVAN or their lineal descendants.

ARTICLE ELEVEN

DEATH OR RESIGNATION OF TRUSTEE

Trustees, or any successor, may resign at any time on giving written notice sixty (60) days before such resignation shall take effect. If a Trustee resigns who was appointed by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants, the Trustee proposing to resign shall only give written notice to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, the survivor thereof,

or their lineal descendants. If a Trustee resigns who was appointed by MARK KEVAN and BARBARA ANN KEVAN, or their lineal descendants, the Trustee proposing to resign shall only give written notice to MARK KEVAN and BARBARA ANN KEVAN, the survivor thereof, or their lineal descendants.

On the resignation of any Trustee, those to whom notice of resignation is to be given shall designate a Successor Trustee by written notice to the Resigning Trustee within thirty (30) days after receipt of notice of resignation. In the event a Successor Trustee shall not be so designated, a Trustee may resign by petitioning a court of competent jurisdiction for the appointment of a Successor Trustee. Upon the appointment of a Successor Trustee, the Resigning Trustee shall transfer and deliver to the Successor Trustee all records and documents relating to said trust under his or her control or possession and shall thereon be discharged as a Trustee of this trust and shall have no further powers, discretion, rights, obligations or duties with reference to the trust estate. All such powers, discretion, rights, obligations and duties of the Resigning Trustee shall inure to and be binding on such Successor Trustee.

Upon the death of a Trustee, a Successor Trustee shall be appointed in the same manner as that set forth in ARTICLE TEN.

ARTICLE TWELVE

TERMINATION OF TRUST

Unless otherwise terminated, this trust shall terminate twenty-five (25) years after the death of the last person to

survive who is a member of the class consisting of the Trustors, their children and their grandchildren who are in being upon the execution of this agreement.

Upon said termination of this trust all trust assets shall be sold privately or publicly in a reasonable manner and all proceeds shall be divided as follows:

Fifty percent (50%) to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants;

Fifty Percent (50%) to MARK KEVAN and BARBARA ANN KEVAN, or their lineal descendants.

If the Trustees cannot agree on the distribution of the trust property, any Trustee may petition a court of competent jurisdiction for a judicial decree authorizing and directing the trust property to be sold by judicial sale with the proceeds to be distributed in the manner herein provided.

Upon such distribution said trust shall be terminated.

SECTION THIRTEEN

BINDING EFFECT ON SUCCESSORS

The terms and conditions of this agreement shall inure to the benefit of and be binding on any successor Trustees hereunder and on all successors in interest of the beneficiaries.

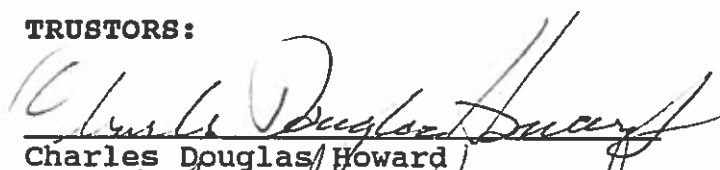
SECTION FOURTEEN

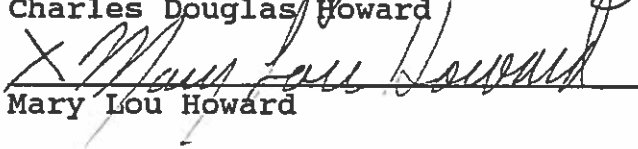
GOVERNING LAW

This agreement shall be construed and regulated, and its validity and effect shall be determined, by the laws of the State of Idaho, as such laws may from time to time exist.

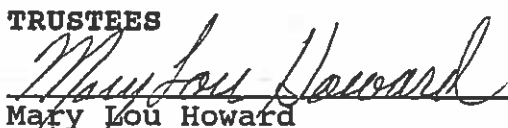
IN WITNESS WHEREOF, this agreement has been executed in duplicate the day and year first above written.

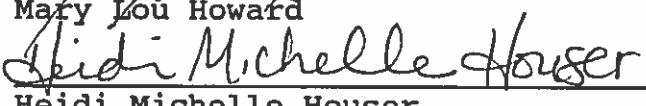
TRUSTORS:


Charles Douglas Howard


Mary Lou Howard

TRUSTEES


Mary Lou Howard


Heidi Michelle Houser


Mark Kevan


Barbara Ann Kevan

STATE OF IDAHO)
)s
County of Twin Falls)

On this 21st of December, 1996, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument as Trustors, having acknowledged that she executed the same.

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

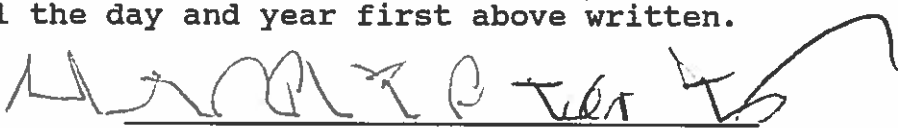

Harry B. Turner
Notary Public for the state of
Idaho; residing at Twin Falls,
Idaho.
My commission expires 11-2-99

EXHIBIT "A"

**Lot Ten (10), Block One (1), of the
TWIN PINE SUBDIVISION located in the SW $\frac{1}{4}$
Section Thirty-One (31), Township Two (2)
North, Range Ten (10) East, Boise Meridian,
County of Elmore, State of Idaho.**

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of December, 1996, by and between CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, hereinafter referred to as Grantors; and MARY LOU HOWARD, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, HEIDI MICHELLE HOUSER, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, and MARK KEVAN and BARBARA ANN KEVAN, husband and wife, presently residing in the City of Saint Marys, County of Camden, State of Georgia, as Trustees of the HOWARD-KEVAN FAMILY TRUST dated December 26, 1996, Grantee, the mailing address of which is 405 Edwards Drive, Twin Falls, Idaho 83301.

W I T N E S S E T H:

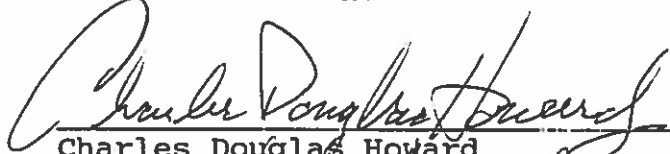
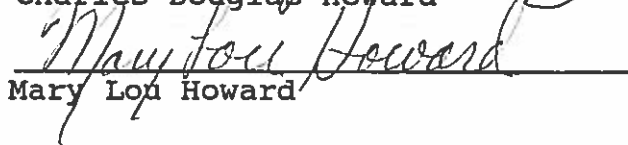
That the Grantors, for a valuable consideration the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, remise, release and forever quitclaim unto the Grantee, and to its successors and assigns all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy of the Grantors, in and to all that certain real estate situate in the County of Elmore, State of Idaho, more particularly described as follows, to-wit:

Lot Ten (10, Block One (1), of the TWIN
PINE SUBDIVISION located in the SW $\frac{1}{4}$,
Section Thirty-One (31), Township Two

(2) North, Range Ten (10) East, Boise
Meridian.

together with all and singular the tenements, hereditaments, and
appurtenances thereunto belonging, or in anywise appertaining and
the rents, issues and profits thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set
their hands the day and year first above written.


Charles Douglas Howard

Mary Lou Howard

STATE OF IDAHO)
)
County of Twin Falls)

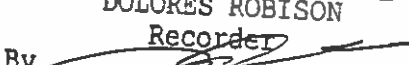
On this 26th day of December, 1996 before me, the
undersigned, a Notary Public in and for said State, personally
appeared CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, known to me
to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

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


Harry B. Turner
Notary Public for the State of
Idaho; residing at Twin Falls,
Idaho.
My commission expires 11-2-99

ELMORE COUNTY, IDAHO ss
Request of

297969


Time 1:03 PM
Date December 27, 1996
Book _____ Page _____
DOLORES ROBISON
Recorder
By 
Deputy
Fee \$6.00

QUITCLAIM DEED

HOWARD—KEVAN TRUST ADDENDUM

I, Barbara Howard Kevan, gave up my position on the Howard-Kevan trust at the trust meeting in June 2012. I gave my voting rights and responsibilities to Wendy Kevan Halsey, our eldest child.

Barbara Howard Kevan

June 2013

A handwritten signature in cursive script, appearing to read "Barbara Kevan". The ink is dark and the handwriting is fluid, with a long, sweeping tail on the final letter.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

12/29/2015

RECEIVED

JAN 05 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

HOWARD KEVAN FAMILY TRUST
C/O MARY LOU HOWARD
405 EDWARDS DR
TWIN FALLS ID 83331

Re: Water Right Application Incomplete - Returned

Dear Applicant:

This office received your application on 12/23/2015. The application cannot be accepted into the records of the Idaho Department of Water Resources (IDWR) until the following items are resolved:

- 6 - Description of Diverting Works was not provided.
Please complete part a, part b, and part e with as much information as known or use N/A if the information requested is not applicable.

The original incomplete application is enclosed. Please make the necessary amendments to the original form and re-submit within the next thirty (30) days. If IDWR does not receive your written response within thirty (30) days, a refund will be issued for this filing. This letter is an attempt to ensure that your application is complete in order to establish a priority date. You may receive future correspondence regarding more specific details of your application. IDWR forms and other information are available on the Internet at www.idwr.idaho.gov. Please consult the IDWR website or contact this office at 208-334-2190 and ask for the "office day person" if you have any questions about the necessary information or fee.

Sincerely,

Western Region Water Rights Staff

Enclosure: Original Application



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 25, 2016

HOWARD KEVAN FAMILY TRUST
405 EDWARDS DR
TWIN FALLS, ID 83331

Application for Permit No. 63-34186

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the MOUNTAIN HOME NEWS on 3/2/2016 and 3/9/2016. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Rachel Neely
Administrative Assistant

Neely, Rachel

From: Neely, Rachel
Sent: Thursday, February 25, 2016 8:51 AM
To: 'Swenson, Stacy'
Subject: Elmore Legal Ads
Attachments: Elmore Cover Letter.docx; Elmore Legal Ad.docx

Good Morning Legal Clerk,

Please see the attached ads for publication on 3/2/2016 & 3/9/2016.

Please confirm these are okay to publish as shown.

Thank you,

Rachel Neely

Administrative Assistant I
IDWR-Western Region
2735 Airport Way Boise, ID 83705
Rachel.Neely@idwr.idaho.gov

February 25, 2016

LEGAL NOTICE DEPARTMENT
MOUNTAIN HOME NEWS
PO BOX 1330
MOUNTAIN HOME, ID 83647-1330

RE: Application for Permit No. 63-34186
 Application for Transfer No. 80123,
 Water Right No(s): 2-10497, 2-2277
 Application for Transfer No. 80124,
 Water Right No(s): 2-2092B, 2-2124, 2-2277

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/21/2016. Your cooperation is appreciated.

Sincerely,

Rachel Neely
Administrative Assistant

Enclosure(s)

The following applications have been filed to appropriate the public waters of the State of Idaho:

63-34186

HOWARD KEVAN FAMILY TRUST

405 EDWARDS DR

TWIN FALLS, ID 83331

Point of Diversion L10(SESW) S31 T02N R10E ELMORE County Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 1/5/2016

Place of Use: DOMESTIC

T02N R10E S31 L10(SESW)

Water bearing zone to be appropriated is from 110 to 350 feet.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80123**

CINDY L BACHMAN and FRANK L BACHMAN, PO BOX 186, BRUNEAU, ID 83604; has filed Application No. 80123 for changes to the following water rights within ELMORE County(s): Right No(s). 2-10497, 2-2277; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of this transfer is to change the points of diversion from an abandoned pump to an existing pump approximately half a mile downstream. This transfer of 3.0 cfs for irrigation will consolidate 196 acres to 188 acres within a 222 acre permissible place of use (PPU). 22 acres of water right 2-2277 will be included in the PPU for this transfer and the remaining 21 acres will be included in transfer 80124. The irrigated acres are located east of Highway 51, north of the Snake River, and approximately 5 miles north of Bruneau. The POD site is half a mile east of Highway 51 off Apricot Lane, north of the Snake River.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80124**

MELODY F LANDIS and TIMOTHY LANDIS, 20028 HWY 51, MOUNTAIN HOME, ID 83647; has filed Application No. 80124 for changes to the following water rights within ELMORE County(s): Right No(s). 2-2092B, 2-2124, 2-2277; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of this transfer is to change the points of diversion for water rights 2-2277 from an abandoned pump to an existing pump approximately half a mile downstream. This transfer of 5.42 cfs for irrigation will change the place of use to 299 acres within a 403 acre place of use. The irrigated acres are located east of Highway 51, north of the Snake River, and approximately 5 miles north of Bruneau. The POD site is half a mile east of Highway 51 off Apricot Lane, north of the Snake River.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at 208-334-2190; or for a full description of the right(s) or proposed transfer (s) please see www.idwr.idaho.gov/WaterManagement/WaterRights. Protests may be submitted based on the criteria of Idaho Code §§ 42-203A and 42-222. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 3/21/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/2/2016 and 3/9/2016



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

February 25, 2016

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

STEVE SPENCER
WATER USE SPECIALIST
C/O BOISE NATIONAL FOREST
1805 HWY 16, ROOM 5
EMMETT ID 83617

Re: Applications for Permit No's. 63-34186 & 77-14361

Dear Mr. Spencer:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your agency regarding the above referenced water right applications. Copies of the applications are enclosed with this letter for your reference. Please review the applications, complete the enclosed recommendation form, and submit your reply, if any, to this office within 21 days.

If your agency desires to formally protest approval of either of these applications, you may do so by filing a written protest along with a \$25.00 filing fee by March 21, 2016.

IDWR will assume your agency does not object to these applications if a timely response is not received. Please contact me if you have any questions regarding the application. Thank you for your help.

Sincerely,

Rachel Neely
Administrative Assistant

Hummer, Phill

From: doug howard [dougandmarylou@gmail.com]
Sent: Monday, February 08, 2016 9:21 AM
To: Hummer, Phill
Cc: Erickson, Nathan
Subject: Fwd: water right application

Categories: More Info Emails

I have gone to the IDWR website and have estimated the water bearing zone for my application is 110 to 350 feet . thank you very much for your help. charles howard

Begin forwarded message:

From: "Hummer, Phill" <Phill.Hummer@idwr.idaho.gov>
Subject: water right application
Date: February 4, 2016 at 12:26:17 PM MST
To: "dougandmarylou@gmail.com" <dougandmarylou@gmail.com>

I am processing your application for domestic use of water. The application is ready for advertising except that because the POU is located with basin 63 I need an estimate of the zone at which the water will be pumped from the well to be included in the advertised summary of your proposed project. Water bearing zones can be estimated from the well data that can be found on the IDWR website at <http://idwr.idaho.gov/wells>, hiring a specialist, or sometimes through communication with the drilling company you plan to hire. The domestic wells closest to your proposed site have water bearing zones ranging from 33 to 259 feet (depth below surface). I think a reasonable way to estimate of the water bearing zone would be to use an approximate average depth of the top of the water table and the proposed depth of the well as the range, using this method yields 110 – 350 feet. Let me know if this seems reasonable and I can proceed to advertise your application. Please email me or call this office if you have any questions.

Phill Hummer

*Water Resource Agent
Idaho Department of Water Resources
Phone: (208) 334-2190
Fax: (208) 334-2348
Email: phill.hummer@idwr.idaho.gov*



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

12/29/2015

HOWARD KEVAN FAMILY TRUST
C/O MARY LOU HOWARD
405 EDWARDS DR
TWIN FALLS ID 83331

Re: Water Right Application Incomplete - Returned

Dear Applicant:

This office received your application on 12/23/2015. The application cannot be accepted into the records of the Idaho Department of Water Resources (IDWR) until the following items are resolved:

- 6 - Description of Diverting Works was not provided.
Please complete part a, part b, and part e with as much information as known or use N/A if the information requested is not applicable.

The original incomplete application is enclosed. Please make the necessary amendments to the original form and re-submit within the next thirty (30) days. If IDWR does not receive your written response within thirty (30) days, a refund will be issued for this filing. This letter is an attempt to ensure that your application is complete in order to establish a priority date. You may receive future correspondence regarding more specific details of your application. IDWR forms and other information are available on the Internet at www.idwr.idaho.gov. Please consult the IDWR website or contact this office at 208-334-2190 and ask for the "office day person" if you have any questions about the necessary information or fee.

Sincerely,

Western Region Water Rights Staff

Enclosure: Original Application

RECEIVED

DEC 23 2015

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. _____

RECEIVED

DEC 18 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

731-9778

1. Name of applicant(s)
- Howard Kevan Family Trust

Name connector (check one) ☐ and ☐ or ☐ and/or

Phone _____

Mailing address 405 Edwards Dr.City Twin FallsState ID Zip 83331Email dougandmarylou@gmail.com

2. Source of water supply
- Groundwater

which is a tributary of _____

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
2N	10E	31	10		SE	SW	Elmore	Groundwater	To be drilled

4. Water will be used for the following purposes:

Amount 0.04 cfs for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

5. Total quantity to be appropriated is (a)
- 0.04
- cubic feet per second (cfs) and/or (b) _____ acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. _____

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ Noc. Proposed well diameter is 8 inches; proposed depth of well is 350 feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? _____; drilling firm _____;
well was drilled for (well owner) _____; Drilling Permit No. _____

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. _____

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; complete and attach the Municipal Water Right Application Checklist.d. Domestic; show number of households One household

e. Other; describe fully. _____

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.
See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	10E	31												D					

Total number of acres to be irrigated: 1/2

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

Water from well will be used to irrigate 1/2 acre.

10. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Applicant desires to acquire a domestic water right for use of groundwater on this property. The use will be for one home and irrigation of 1/2 acre, not to exceed 13,000 gpd.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Mary Lou Howard (TRUSTEE)
Signature of Applicant
Mary Lou Howard
Print Name (and title, if applicable)

[Signature]
Signature of Applicant
CHARLES D. HOWARD
Print Name (and title, if applicable)

For Department Use:
Received by ADN Date 12/18/2015 Time 3:11 pm Preliminary check by _____
Fee \$ 100.00 Received by ADN Receipt No. 5035159 Date 12/18/2015

sell, convey, exchange, convert, assign, divide, loan, reloan, invest, and reinvest the trust estate, or any part thereof.

d) The Trustees shall keep a complete and accurate account of all investments, receipts and disbursements and shall render a periodic accounting (no less often than annually) to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof, and MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof.

After the death of the survivor of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD the accounting shall be made to their lineal descendants. After the death of the survivor of MARK KEVAN and BARBARA ANN KEVAN the accounting shall be made to their lineal descendants.

ARTICLE SIX

REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEES

If Trustees make any advances of money on account of this trust, are made parties to any litigation on account of holding title to the real estate or in connection with this trust, or if Trustees are compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to personal property, fines or penalties under any law, or otherwise, the beneficiaries will on demand pay to Trustees, with interest thereon at the rate of five percent (5%) per year, all such disbursements or advances or payments made by Trustees, together with Trustees' expenses, including reasonable attorneys' fees.

Trustees shall not be called on to convey or otherwise

deal with the trust property at any time held hereunder until all of such disbursements, payments, advances and expenses made or incurred by Trustees have been fully paid, together with interest thereon. Trustees shall not be required to advance or to pay out any money on account of this trust or to prosecute or defend any legal proceedings involving this trust or any property or interest hereunder unless Trustees are furnished with funds sufficient therefor or are satisfactorily indemnified in respect thereto.

ARTICLE SEVEN

PROTECTION OF THIRD PARTIES

No party dealing with Trustees in relation to the trust property in any manner whatsoever, and no party to whom the property or any part thereof or interest therein is conveyed, contracted to be sold, leased, or mortgaged by Trustees, shall be obligated to see to the application of the purchase money paid therefor or to inquire into the necessity or expediency of any act of Trustees or the provisions of this instrument.

ARTICLE EIGHT

RECORDATION

This agreement shall not be placed on record in the recorder's office of the county in which the trust property is situated, or elsewhere. An such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title of powers of Trustees.

ARTICLE NINE

DISCLOSURE OF BENEFICIARIES' NAMES

In the event of service of process on Trustees at any time hereafter, Trustees may in their discretion disclose to the other parties to any such proceeding the names and addresses of the beneficiary or beneficiaries.

ARTICLE TEN

MANAGEMENT AND OPERATION OF TRUST PROPERTY

The HOWARD-KEVAN FAMILY TRUST shall have four (4) Trustees:

a) Two Trustees shall be selected by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof. The two Trustees appointed by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or the survivor thereof, shall be selected from the lineal descendants of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD so long as there are lineal descendants. When there are no lineal descendants then any competent person of legal age may be appointed as Trustee. After the death of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD the two (2) Trustees shall be selected by a majority vote of the lineal descendants of CHARLES DOUGLAS HOWARD and MARY LOU HOWARD who have reached the age of eighteen (18) years. If only one lineal descendant has reached the age of eighteen (18), that one (1) lineal descendant shall appoint the two (2) Trustees. If no lineal descendant has reached the age of eighteen (18) years, the legal guardian of each lineal descendant shall have one vote in selecting the two (2) Trustees.

b) Two Trustees shall be selected by MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof. The two Trustees appointed by MARK KEVAN and BARBARA ANN KEVAN, or the survivor thereof, shall be selected from the lineal descendants of MARK KEVAN and BARBARA ANN KEVAN so long as there are lineal descendants. When there are no lineal descendants then any

competent person of legal age may be appointed as Trustee. After the death of MARK KEVAN and BARBARA ANN KEVAN the two (2) Trustees shall be selected by a majority vote of the lineal descendants of MARK KEVAN and BARBARA ANN KEVAN who have reached the age of eighteen (18) years. If only one lineal descendant has reached the age of eighteen (18), that one (1) lineal descendant shall appoint the two (2) Trustees. If no lineal descendant has reached the age of eighteen (18) years, the legal guardian of each lineal descendant shall have one vote in selecting the two (2) Trustees.

c) All Trustees' decisions shall be made by a three-fourths (3/4) vote relating to the management of the trust property. This trust may be terminated by a three-fourths (3/4) vote of all the Trustees unless otherwise terminated as provided in ARTICLE TWELVE of this Trust Agreement.

In the event this trust is terminated by a three-fourths (3/4) vote of the Trustees all trust property shall be divided in the same manner as that set forth in ARTICLE TWELVE of this Trust Agreement.

During the term of this trust two Trustees shall be appointed from CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants and two Trustees shall be appointed from MARK KEVAN and BARBARA ANN KEVAN or their lineal descendants.

ARTICLE ELEVEN

DEATH OR RESIGNATION OF TRUSTEE

Trustees, or any successor, may resign at any time on giving written notice sixty (60) days before such resignation shall take effect. If a Trustee resigns who was appointed by CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants, the Trustee proposing to resign shall only give written notice to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, the survivor thereof,

or their lineal descendants. If a Trustee resigns who was appointed by MARK KEVAN and BARBARA ANN KEVAN, or their lineal descendants, the Trustee proposing to resign shall only give written notice to MARK KEVAN and BARBARA ANN KEVAN, the survivor thereof, or their lineal descendants.

On the resignation of any Trustee, those to whom notice of resignation is to be given shall designate a Successor Trustee by written notice to the Resigning Trustee within thirty (30) days after receipt of notice of resignation. In the event a Successor Trustee shall not be so designated, a Trustee may resign by petitioning a court of competent jurisdiction for the appointment of a Successor Trustee. Upon the appointment of a Successor Trustee, the Resigning Trustee shall transfer and deliver to the Successor Trustee all records and documents relating to said trust under his or her control or possession and shall thereon be discharged as a Trustee of this trust and shall have no further powers, discretion, rights, obligations or duties with reference to the trust estate. All such powers, discretion, rights, obligations and duties of the Resigning Trustee shall inure to and be binding on such Successor Trustee.

Upon the death of a Trustee, a Successor Trustee shall be appointed in the same manner as that set forth in ARTICLE TEN.

ARTICLE TWELVE

TERMINATION OF TRUST

Unless otherwise terminated, this trust shall terminate twenty-five (25) years after the death of the last person to

survive who is a member of the class consisting of the Trustors, their children and their grandchildren who are in being upon the execution of this agreement.

Upon said termination of this trust all trust assets shall be sold privately or publicly in a reasonable manner and all proceeds shall be divided as follows:

Fifty percent (50%) to CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, or their lineal descendants;

Fifty Percent (50%) to MARK KEVAN and BARBARA ANN KEVAN, or their lineal descendants.

If the Trustees cannot agree on the distribution of the trust property, any Trustee may petition a court of competent jurisdiction for a judicial decree authorizing and directing the trust property to be sold by judicial sale with the proceeds to be distributed in the manner herein provided.

Upon such distribution said trust shall be terminated.

SECTION THIRTEEN

BINDING EFFECT ON SUCCESSORS

The terms and conditions of this agreement shall inure to the benefit of and be binding on any successor Trustees hereunder and on all successors in interest of the beneficiaries.

SECTION FOURTEEN

GOVERNING LAW

This agreement shall be construed and regulated, and its validity and effect shall be determined, by the laws of the State of Idaho, as such laws may from time to time exist.

IN WITNESS WHEREOF, this agreement has been executed in duplicate the day and year first above written.

TRUSTORS:

Charles Douglas Howard
Charles Douglas Howard

Mary Lou Howard
Mary Lou Howard

TRUSTEES

Mary Lou Howard
Mary Lou Howard

Heidi Michelle Houser
Heidi Michelle Houser

Mark Kevan
Mark Kevan

Barbara Ann Kevan
Barbara Ann Kevan

STATE OF IDAHO)
)s
County of Twin Falls)

On this 26th of December, 1996, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument as Trustors, having acknowledged that she executed the same.

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

Harry B. Turner
Harry B. Turner
Notary Public for the state of
Idaho; residing at Twin Falls,
Idaho.
My commission expires 11-2-99

EXHIBIT "A"

**Lot Ten (10), Block One (1), of the
TWIN PINE SUBDIVISION located in the SW $\frac{1}{4}$
Section Thirty-One (31), Township Two (2)
North, Range Ten (10) East, Boise Meridian,
County of Elmore, State of Idaho.**

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of December, 1996, by and between CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, husband and wife, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, hereinafter referred to as Grantors; and MARY LOU HOWARD, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, HEIDI MICHELLE HOUSER, presently residing in the City of Twin Falls, County of Twin Falls, State of Idaho, and MARK KEVAN and BARBARA ANN KEVAN, husband and wife, presently residing in the City of Saint Marys, County of Camden, State of Georgia, as Trustees of the HOWARD-KEVAN FAMILY TRUST dated December 26, 1996, Grantee, the mailing address of which is 405 Edwards Drive, Twin Falls, Idaho 83301.

W I T N E S S E T H:

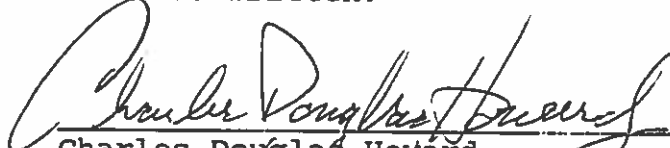
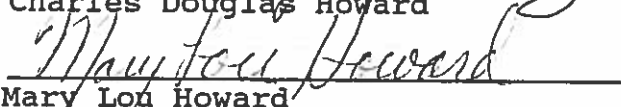
That the Grantors, for a valuable consideration the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, remise, release and forever quitclaim unto the Grantee, and to its successors and assigns all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy of the Grantors, in and to all that certain real estate situate in the County of Elmore, State of Idaho, more particularly described as follows, to-wit:

Lot Ten (10, Block One (1), of the TWIN
PINE SUBDIVISION located in the SW $\frac{1}{4}$,
Section Thirty-One (31), Township Two

(2) North, Range Ten (10) East, Boise
Meridian.

together with all and singular the tenements, hereditaments, and
appurtenances thereunto belonging, or in anywise appertaining and
the rents, issues and profits thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set
their hands the day and year first above written.


Charles Douglas Howard

Mary Lou Howard

STATE OF IDAHO)
)
County of Twin Falls)

On this 26th day of December, 1996 before me, the
undersigned, a Notary Public in and for said State, personally
appeared CHARLES DOUGLAS HOWARD and MARY LOU HOWARD, known to me
to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they 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.

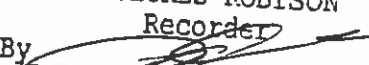

Harry B. Turner
Notary Public for the State of
Idaho; residing at Twin Falls,
Idaho.
My commission expires 11-2-99

297969

QUITCLAIM DEED

2

ELMORE COUNTY, IDAHO ss
Request of


Time 1:03 P M
Date December 27, 1996
Book _____ Page _____
DOLORES ROBISON
Recorder
By 
Deputy
Fee \$6.00

HOWARD—KEVAN TRUST ADDENDUM

I, Barbara Howard Kevan, gave up my position on the Howard-Kevan trust at the trust meeting in June 2012. I gave my voting rights and responsibilities to Wendy Kevan Halsey, our eldest child.

Barbara Howard Kevan

June 2013

A handwritten signature in cursive script, appearing to read "Barbara Kevan". The ink is dark and the handwriting is fluid, with a long, sweeping tail on the final letter.