

RECEIVED DE

MAR 30 2015

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-436	Yes ☐		Yes ☐		Yes ☐
65-437	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Bonita & Wayne Dietzman Silvia Jardi
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): David & Vickie Leary
Name of each new owner as listed on the conveyance document

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

638 E. 4th St

Mailing address

Emmett

City

ID 83617

State

ZIP

208 608-9417

Telephone

Email

DLLeary@live.com

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

5. Date you acquired the water rights and/or claims listed above: 12-2014

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

SUPPORT DATA

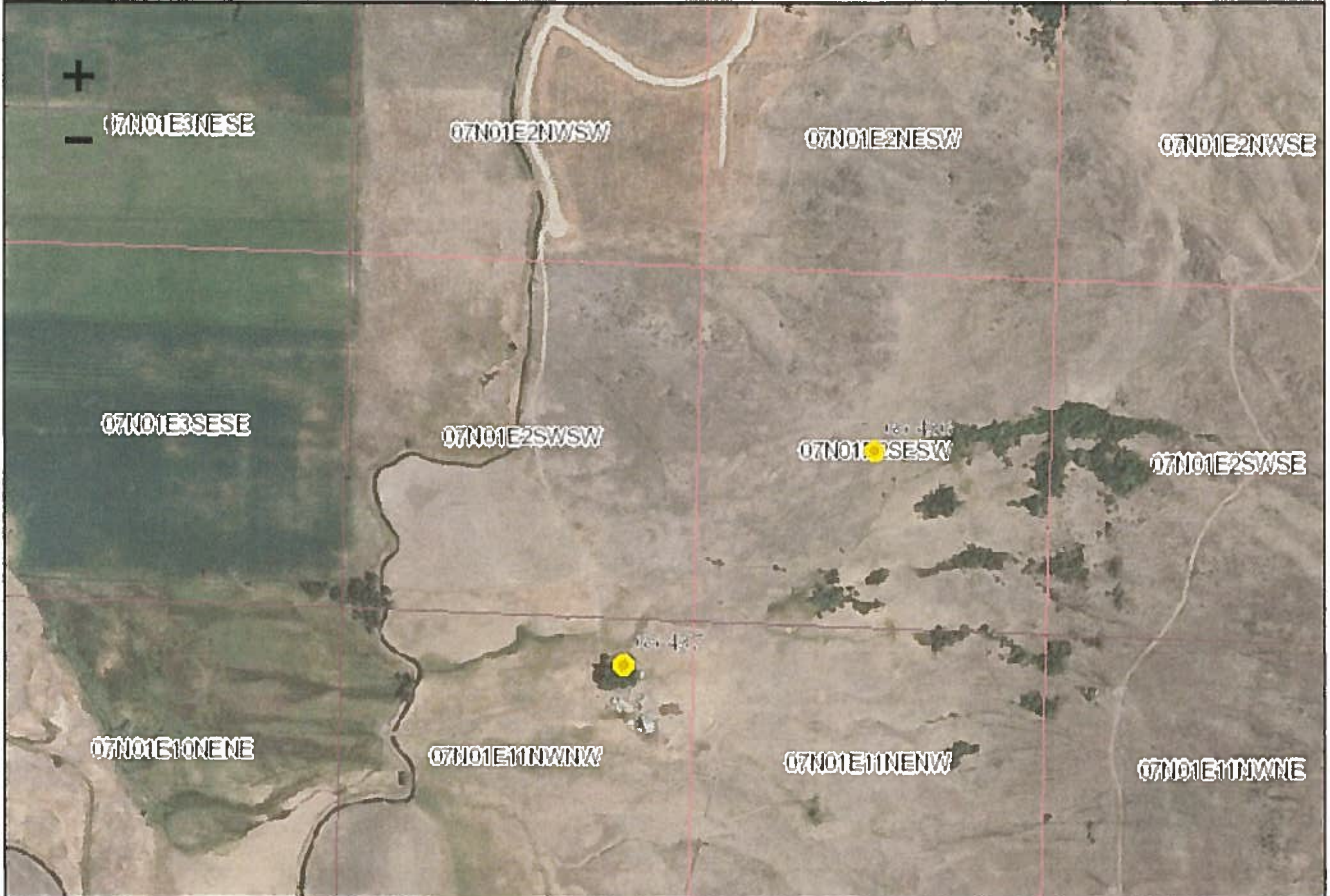
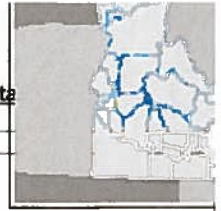
IN FILE # 65-436

7. Signature: David Leary Owner 03/17/15
Signature of new owner/claimant Title, if applicable Date

Signature: Vickie Leary Owner 03/17/15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LSH Date 3-30-15 Receipt No. C100209 Receipt Amt. 50.00
Approved by _____ Processed by gmh Date 9-24-15



RENUNCIATION OF RESERVED LIFE ESTATE SUBSTITUTION OF ANNUAL LEASE

This Agreement is entered into this 29 day of January 2015, by and between Bonita Dietzman, a single person, hereinafter referred to as "Dietzman" and David Leary and Vickie Leary, husband and wife, hereinafter referred to as "Leary".

WHEREAS, Dietzman desires to relinquish and renounce that certain life estate of the residence and curtilage area reserved in that certain Agreement for Sale and Purchase of Real Property dated December 14, 2014 as permitted and contemplated at paragraph 3 thereof and referenced and reserved in that certain Warranty Deed from Dietzman to Leary dated December 14, 2014 and recorded as Instrument No. 299693, records Gem County, Idaho, and the same is creating a cloud on Leary's title; and

NOW, THEREFORE, for and in consideration of good and valuable consideration and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Renunciation of Life Estate-Creation of Lease. Dietzman hereby agrees to and does hereby relinquish and renounce that certain life estate in the real property the subject of said Agreement for Sale and Purchase of Real Property and Warranty Deed referenced hereinabove and in substitution therefor the parties agree to an annual lease of the residence and curtilage area by Dietzman, and including Dietzman's uninterrupted right to use the water for domestic purposes from the existing spring and delivery system presently serving the residence, at the monthly rental of two hundred and no/100 (\$200.00) per month due Leary on the 13th day of each month commencing with the month of February 2015, which lease shall be renewable annually for five (5) years

provided Dietzman actually resides thereon and thereafter at the agreement of both parties;

2. Duties of Tenant. During the term of this lease and any extensions thereof Dietzman shall be responsible for and pay when due all utilities utilized by and provided to said residence and curtilage area and all expenses for maintenance and upkeep on said leased area and all costs of improvements placed upon said leased area by Dietzman and comply with all laws affecting the property or requiring any alteration or improvement to be made thereon; and not to commit or permit waste thereon and not to commit or permit or suffer waste by others. Any improvements placed on said property shall become a part of the realty and are included in this Agreement without additional consideration.

3. Costs. The parties each agree to pay their own attorney's fees incurred in connection with this Agreement.

4. Attorney's Disclaimer--Dietzman Representation – Governing Law. The parties hereto understand that this Agreement was drafted by William F. Lee, attorney for Leary's as a matter of convenience only and shall not be construed for or against any party on that account. Dietzman agrees that said attorney has not given any legal advice to her regarding this Agreement that she has been encouraged to review this Agreement with an attorney or other adviser of her own choosing prior to signing the same. Dietzman warrants and affirms that she is entering into this Agreement freely and voluntarily and of her own free will and volition. This Agreement shall be construed in accordance with the laws of the State of Idaho.

5. Costs of Suit. In the event suit or other legal action is required by any party to enforce the provisions of this Agreement or the rights and duties of the parties in relation

thereto, the prevailing party shall be entitled to collect from the other party any expenses in connection therewith, costs of suit and a reasonable attorney's fee, including such costs or fees incurred in any appeal.

6. Time is of the Essence – Binding Effect. Time is of the essence of this Agreement and this Agreement and the documents it refers to constitute the entire agreement between the parties. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

EXECUTED on the day and year first above written by:

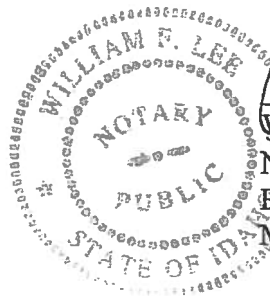
Bonita Dietzman
BONITA DIETZMAN

David Leary
DAVID LEARY
Vickie Leary
VICKIE LEARY

STATE OF IDAHO)
) ss.
County of Gem)

On this 24th day of January 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Bonita Dietzman and David and Vickie Leary, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same for the purposed contained therein.

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



William F. Lee
WILLIAM F. LEE
NOTARY PUBLIC for Idaho
Residing at Emmett, Idaho.
My Commission Expires: 03/23/2017

To whom it may concern:

David and Vickie Leary purchased property from Bonita Dietzman on 12/12/14. She will be given special rights to live in the home and the fenced area around the home until her passing. She will have the use of the springs that bring water to the home as long as she remains there.

We will not be responsible for repairs or upkeep on the home. The home is in bad shape and she accepts it that way. She will pay for any repairs that need to be done.

In the event that David and Vickie pass before Bonita and the ownership changes to their children Brandon, Kathy, or Michael Crawford they must let Bonita Dietzman remain in the home and honor the same conditions put forth between David and Vickie. (Any decision to sale land must be agreed upon by a 2/3 vote of the children until Bonita Dietzman is no longer living on the property.)

If one of the now owners David or Vickie passes and the property transfers to the other same conditions apply.

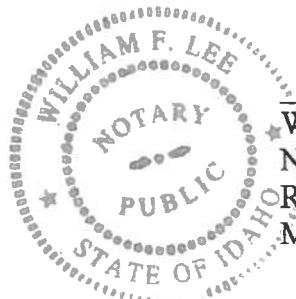
David Leary David Leary Date 1/29/15
Vickie Leary Vickie Leary Date 1/29/15

Bonita Dietzman Bonita Dietzman Date 1/29/15

STATE OF IDAHO)
) ss.
County of Gem)

On this 29th day of January 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Bonita Dietzman and David and Vickie Leary, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same for the purposed contained therein.

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



William F. Lee
WILLIAM F. LEE
NOTARY PUBLIC for Idaho
Residing at Emmett, Idaho.
My Commission Expires: 03/23/2017

EXHIBIT A

PARCEL I

A parcel of land located in the N1/2 of the NW1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 746.02 feet to the POINT OF BEGINNING;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 1877.47 feet to the N1/4 corner of said Section 11;

Thence South 00°26'45" West, coincident with the east line of the N1/2 of the NW1/4 of said Section 11, a distance of 1308.80 feet to the southeast corner (CN1/ 16 corner) of said N1/2 of the NW1/4 of Section 11;

Thence North 89°22'29" West, coincident with the south line of said N1/2 of the NW1/4 of Section 11, a distance of 1872.05 feet;

Thence North 00°12'27" East, parallel with the west line of said N1/2 of the NW1/4 of Section 11, a distance of 1306.00 feet to the POINT OF BEGINNING;

TOGETHER WITH:

An ingress/egress easement as described in corrected Declaration of Easement Relocation, Instrument No. 266702, Gem County Records.

TOGETHER WITH AND SUBJECT TO:

A 25 foot wide ingress/egress easement, as described in Easement Agreement, Instrument No. 2266704 and 297351 Gem County Records.

ALSO TOGETHER WITH AND SUBJECT TO:

A 60 foot wide ingress/egress easement located in the N1/2 of the NW 1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 127.66 feet to the centerline of an irrigation canal and the POINT OF BEGINNING;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 2495.74 feet to the N 1/4 corner of said Section 11;

Thence South 00°26'45" West, coincident with the east line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 60.00 feet;

Thence North 89°27'40" West, parallel with said north line of the N 1/2 of the NW 1/4 of Section 11, a distance of 2380.63 feet;

Thence South 34°02'05" West, 80.86 feet;

Thence South 06°48'35" East, 34.86 feet;

Thence South 47°19'59" East, 14.16 feet;
Thence South 62°35'14" East, 107.86 feet;
Thence South 23°13'41" East, 79.34 feet;
Thence South 13°34'44" West, 53.04 feet;
Thence South 21°32'35" West, 48.52 feet;
Thence South 26°06'43" West, 168.55 feet;
Thence South 59°19'01" West, 52.87 feet to said centerline of irrigation canal;
Thence North 21°13'49" West, coincident with said centerline of irrigation canal 33.76 feet;
Thence North 11°42'31" East, coincident with said centerline of irrigation canal 25.00 feet;
Thence North 26°06'43" East, coincident with said centerline of irrigation canal 163.30 feet;
Thence North 21°32'35" East, coincident with said centerline of irrigation canal 41.95 feet;
Thence North 13°34'44" East, coincident with said centerline of irrigation canal 28.90 feet;
Thence North 23°13'41" West, coincident with said centerline of irrigation canal 37.92 feet;
Thence North 62°35'14" West, coincident with said centerline of irrigation canal 94.44 feet;
Thence North 47°19'59" West, coincident with said centerline of irrigation canal 44.35 feet;
Thence North 06°48'35" West, coincident with said centerline of irrigation canal 80.28 feet;
Thence North 12°11'05" East, coincident with said centerline of irrigation canal 45.01 feet;
Thence North 16°48'32" West, coincident with said centerline of irrigation canal 47.50 feet;
Thence North 07°18'17" West, coincident with said centerline of irrigation canal 22.81 feet to the POINT
OF BEGINNING.

PARCEL II

A parcel of land located in the NE 1/4 of Section 10, and the NW 1/4 of Section 11, Township 7 North, Range 1 East, B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 127.66 feet to the centerline of an irrigation canal and the POINT OF BEGINNING;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 618.36 feet;

Thence South 00°12'27" West, parallel with the west line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 1306.00 feet to the south line of said N 1/2 of the NW 1/4 of Section 11;

Thence North 89°22'29" West, coincident with said south line of the N 1/2 of the NW 1/4 of Section 11, a distance of 746.03 feet to the southwest corner (N 1/16 corner) of said N 1/2 of the NW 1/4 of Section 11;

Thence North 89°48'09" West, coincident with the south line of the E 1/2 of the NE 1/4 of the NE 1/4 of Section 10, a distance of 146.82 feet to the centerline of an irrigation canal;

Thence North 10°34'10" East, coincident with said centerline of the irrigation canal, 24.21 feet;

Thence North 02°57'47" East, coincident with said centerline of the irrigation canal, 26.24 feet;

Thence North 01°35'37" East, coincident with said centerline of the irrigation canal, 150.97 feet;

Thence North 00°12'13" East, coincident with said centerline of the irrigation canal, 53.93 feet;

Thence North 10°14'14" East, coincident with said centerline of the irrigation canal, 49.62 feet;

Thence North 20°16'35" East, coincident with said centerline of the irrigation canal, 106.89 feet;

Thence North 27°03'44" East, coincident with said centerline of the irrigation canal, 43.84 feet;

Thence North 47°41'56" East, coincident with said centerline of the irrigation canal, 78.92 feet;

Thence North 72°42'10" East, coincident with said centerline of the irrigation canal, 84.89 feet;

Thence North 81°25'30" East, coincident with said centerline of the irrigation canal, 76.83 feet;

Thence South 87°29'34" East, coincident with said centerline of the irrigation canal, 29.83 feet;

Thence South 86°02'56" East, coincident with said centerline of the irrigation canal, 25.67 feet;

Thence North 81°55'33" East, coincident with said centerline of the irrigation canal, 28.73 feet;

Thence North 70°04'38" East, coincident with said centerline of the irrigation canal, 25.49 feet;

Thence North 21°03'08" East, coincident with said centerline of the irrigation canal, 21.33 feet;

Thence North 00°42'55" East, coincident with said centerline of the irrigation canal, 57.19 feet;

Thence North 05°05'50" West, coincident with said centerline of the irrigation canal, 24.16 feet;

Thence North 22°41'40" West, coincident with said centerline of the irrigation canal, 29.65 feet;

Thence North 40°43'54" West, coincident with said centerline of the irrigation canal, 82.23 feet;

Thence North 21°13'49" West, coincident with said centerline of the irrigation canal, 33.76 feet;

Thence North 11°42'31" East, coincident with said centerline of the irrigation canal, 25.00 feet;

Thence North 26°06'43" East, coincident with said centerline of the irrigation canal, 163.30 feet;

Thence North 21°32'35" East, coincident with said centerline of the irrigation canal, 41.95 feet;

Thence North 13°34'44" East, coincident with said centerline of the irrigation canal, 28.90 feet;

Thence North 23°13'41" West, coincident with said centerline of the irrigation canal, 37.92 feet;

Thence North 62°35'14" West, coincident with said centerline of the irrigation canal, 94.44 feet;

Thence North 47°19'59" West, coincident with said centerline of the irrigation canal, 44.35 feet;
Thence North 06°48'35" West, coincident with said centerline of the irrigation canal, 80.29 feet;
Thence North 12°11'05" East, coincident with said centerline of the irrigation canal, 45.01 feet;
Thence North 16°48'32" West, coincident with said centerline of the irrigation canal, 47.50 feet;
Thence North 07°18'17" West, coincident with said centerline of the irrigation canal, 22.81 feet to the
POINT OF BEGINNING;

TOGETHER WITH:

An ingress/egress easement as described in corrected Declaration of Easement Relocation, Instrument No. 266702, Gem County Records.

TOGETHER WITH AND SUBJECT TO:

A 25 foot wide ingress/egress easement, as described in Correction Easement Agreement, Instrument No. 297527.

ALSO TOGETHER WITH AND SUBJECT TO:

A 60 foot wide ingress/egress easement Inst. No. 297674, Gem County records, and located in the N1/2 of the NW 1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 137.76 feet to the easterly bank of an irrigation canal and the POINT OF BEGINNING;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 2485.74 feet to the N 1/4 corner of said Section 11;

Thence South 00°26'45" West, coincident with the east line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 60.00 feet;

Thence North 89°27'40" West, parallel with said north line of the N 1/2 of the NW 1/4 of Section 11, a distance of 2380.63 feet;

Thence South 34°02'05" West, 65.57 feet;

Thence South 06°48'35" East, 42.73 feet;

Thence South 47°19'59" East, 9.13 feet;

Thence South 62°35'14" East, 110.10 feet;

Thence South 23°13'41" East, 86.25 feet;

Thence South 13°34'44" West, 57.06 feet;

Thence South 21°32'35" West, 49.62 feet;

Thence South 26°06'43" West, 153.71 feet;

Thence South 59°23'15" West, 60.95 feet to said easterly bank of an irrigation canal;

Thence North 21°13'49" West, coincident with said easterly bank of an irrigation canal 29.09 feet;

Thence North 11°42'31" East, coincident with said easterly bank of an irrigation canal 20.78 feet;

Thence North 26°06'43" East, coincident with said easterly bank of an irrigation canal 162.43 feet;

Thence North 21°32'35" East, coincident with said easterly bank of an irrigation canal 43.05 feet;

Thence North 13°34'44" East, coincident with said easterly bank of an irrigation canal 32.92 feet;

Thence North 23°13'41" West, coincident with said easterly bank of an irrigation canal 44.82 feet;

Thence North 62°35'14" West, coincident with said easterly bank of an irrigation canal 96.68 feet;
Thence North 47°19'59" West, coincident with said easterly bank of an irrigation canal 39.32 feet;
Thence North 06°48'35" West, coincident with said easterly bank of an irrigation canal 74.92 feet;
Thence North 12°11'05" East, coincident with said easterly bank of an irrigation canal 45.92 feet;
Thence North 16°48'32" West, coincident with said easterly bank of an irrigation canal 49.25 feet;
Thence North 07°18'17" West, coincident with said easterly bank of an irrigation canal 20.61 feet to the
POINT OF BEGINNING.

PARCEL III

The SE ¼ of the SW ¼ in Section 2, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho.

TOGETHER WITH a parcel located in the SW ¼ of the SW ¼ of Section 2 Township 7 North, Range 1 East, Boise Meridian, in Gem County, Idaho, described as:

Beginning at the Southeast corner of the SW ¼ of the SW ¼ of said Section 2, run
West on section line 40 rods; thence
North 4 rods; thence
East 40 rods; thence
South 4 rods, to the said point of beginning.



PioneerTitleCo.
GOING BEYOND

1500 S. Washington Ave., Ste. B
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 562611 PG/JW

Instrument # 299695

EMMETT, GEM, IDAHO
2014-12-12 04:12:09 PM No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$16.00
Ex-Officio Recorder Deputy SStewart
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received

Bonita J. Dietzman, an unmarried woman

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David Leary and Vickie Leary, husband and wife

hereinafter referred to as Grantee, whose current address is 638 E 4th St Emmett, ID 83617

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 12, 2014

Bonita Dietzman
Bonita Dietzman

State of ID, County of Gem

On this 12th day of December in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Bonita Dietzman known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Paul R. Garringer

Residing at: Emmett, ID
Commission Expires: 12/04/2020



PARCEL II

A parcel of land located in the NE 1/4 of Section 10, and the NW 1/4 of Section 11, Township 7 North, Range 1 East, B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 127.66 feet to the centerline of an irrigation canal and the POINT OF BEGINNING;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 618.36 feet;

Thence South 00°12'27" West, parallel with the west line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 1306.00 feet to the south line of said N 1/2 of the NW 1/4 of Section 11;

Thence North 89°22'29" West, coincident with said south line of the N 1/2 of the NW 1/4 of Section 11, a distance of 746.03 feet to the southwest corner (N 1/16 corner) of said N 1/2 of the NW 1/4 of Section 11;

Thence North 89°48'09" West, coincident with the south line of the E 1/2 of the NE 1/4 of the NE 1/4 of Section 10, a distance of 146.82 feet to the centerline of an irrigation canal;

Thence North 10°34'10" East, coincident with said centerline of the irrigation canal, 24.21 feet;

Thence North 02°57'47" East, coincident with said centerline of the irrigation canal, 26.24 feet;

Thence North 01°35'37" East, coincident with said centerline of the irrigation canal, 150.97 feet;

Thence North 00°12'13" East, coincident with said centerline of the irrigation canal, 53.93 feet;

Thence North 10°14'14" East, coincident with said centerline of the irrigation canal, 49.62 feet;

Thence North 20°16'35" East, coincident with said centerline of the irrigation canal, 106.89 feet;

Thence North 27°03'44" East, coincident with said centerline of the irrigation canal, 43.84 feet;

Thence North 47°41'56" East, coincident with said centerline of the irrigation canal, 78.92 feet;

Thence North 72°42'10" East, coincident with said centerline of the irrigation canal, 84.89 feet;

Thence North 81°25'30" East, coincident with said centerline of the irrigation canal, 76.83 feet;

Thence South 87°29'34" East, coincident with said centerline of the irrigation canal, 29.83 feet;

Thence South 86°02'56" East, coincident with said centerline of the irrigation canal, 25.67 feet;

Thence North 81°55'33" East, coincident with said centerline of the irrigation canal, 28.73 feet;

Thence North 70°04'38" East, coincident with said centerline of the irrigation canal, 25.49 feet;

Thence North 21°03'08" East, coincident with said centerline of the irrigation canal, 21.33 feet;

Thence North 00°42'55" East, coincident with said centerline of the irrigation canal, 57.19 feet;

Thence North 05°05'50" West, coincident with said centerline of the irrigation canal, 24.16 feet;

Thence North 22°41'40" West, coincident with said centerline of the irrigation canal, 29.65 feet;

Thence North 40°43'54" West, coincident with said centerline of the irrigation canal, 82.23 feet;

Thence North 21°13'49" West, coincident with said centerline of the irrigation canal, 33.76 feet;

Thence North 11°42'31" East, coincident with said centerline of the irrigation canal, 25.00 feet;

Thence North 26°06'43" East, coincident with said centerline of the irrigation canal, 163.30 feet;

Thence North 21°32'35" East, coincident with said centerline of the irrigation canal, 41.95 feet;

Thence North 13°34'44" East, coincident with said centerline of the irrigation canal, 28.90 feet;

Thence North 23°13'41" West, coincident with said centerline of the irrigation canal, 37.92 feet;

Thence North 62°35'14" West, coincident with said centerline of the irrigation canal, 94.44 feet;

Thence North 47°19'59" West, coincident with said centerline of the irrigation canal, 44.35 feet;
Thence North 06°48'35" West, coincident with said centerline of the irrigation canal, 80.29 feet;
Thence North 12°11'05" East, coincident with said centerline of the irrigation canal, 45.01 feet;
Thence North 16°48'32" West, coincident with said centerline of the irrigation canal, 47.50 feet;
Thence North 07°18'17" West, coincident with said centerline of the irrigation canal, 22.81 feet to the
POINT OF BEGINNING;

TOGETHER WITH:

An ingress/egress easement as described in corrected Declaration of Easement Relocation, Instrument No. 266702, Gem County Records.

TOGETHER WITH AND SUBJECT TO:

A 25 foot wide ingress/egress easement, as described in Correction Easement Agreement, Instrument No. 297527.

ALSO TOGETHER WITH AND SUBJECT TO:

A 60 foot wide ingress/egress easement Inst. No. 297674, Gem County records, and located in the N1/2 of the NW 1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;
Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 137.76 feet to the easterly bank of an irrigation canal and the POINT OF BEGINNING;
Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 2485.74 feet to the N 1/4 corner of said Section 11;
Thence South 00°26'45" West, coincident with the east line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 60.00 feet;
Thence North 89°27'40" West, parallel with said north line of the N 1/2 of the NW 1/4 of Section 11, a distance of 2380.63 feet;
Thence South 34°02'05" West, 65.57 feet;
Thence South 06°48'35" East, 42.73 feet;
Thence South 47°19'59" East, 9.13 feet;
Thence South 62°35'14" East, 110.10 feet;
Thence South 23°13'41" East, 86.25 feet;
Thence South 13°34'44" West, 57.06 feet;
Thence South 21°32'35" West, 49.62 feet;
Thence South 26°06'43" West, 153.71 feet;
Thence South 59°23'15" West, 60.95 feet to said easterly bank of an irrigation canal;
Thence North 21°13'49" West, coincident with said easterly bank of an irrigation canal 29.09 feet;
Thence North 11°42'31" East, coincident with said easterly bank of an irrigation canal 20.78 feet;
Thence North 26°06'43" East, coincident with said easterly bank of an irrigation canal 162.43 feet;
Thence North 21°32'35" East, coincident with said easterly bank of an irrigation canal 43.05 feet;
Thence North 13°34'44" East, coincident with said easterly bank of an irrigation canal 32.92 feet;
Thence North 23°13'41" West, coincident with said easterly bank of an irrigation canal 44.82 feet;
Thence North 62°35'14" West, coincident with said easterly bank of an irrigation canal 96.68 feet;
Thence North 47°19'59" West, coincident with said easterly bank of an irrigation canal 39.32 feet;
Thence North 06°48'35" West, coincident with said easterly bank of an irrigation canal 74.92 feet;
Thence North 12°11'05" East, coincident with said easterly bank of an irrigation canal 45.92 feet;
Thence North 16°48'32" West, coincident with said easterly bank of an irrigation canal 49.25 feet;
Thence North 07°18'17" West, coincident with said easterly bank of an irrigation canal 20.61 feet to the
POINT OF BEGINNING.

PARCEL III

The SE 1/4 of the SW 1/4 in Section 2, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho.

TOGETHER WITH a parcel located in the SW 1/4 of the SW 1/4 of Section 2 Township 7 North, Range 1 East, Boise Meridian, in Gem County, Idaho, described as:

Beginning at the Southeast corner of the SW 1/4 of the SW 1/4 of said Section 2, run
West on section line 40 rods; thence
North 4 rods; thence
East 40 rods; thence
South 4 rods, to the said point of beginning.



PioneerTitleCo.
GOING BEYOND

1500 S. Washington Ave., Ste. B
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 562611 PG/JW

Instrument # 299693

EMMETT, GEM, IDAHO
2014-12-12 04:12:09 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee \$13.00
Ex-Officio Recorder Deputy SStewart
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received

Bonita J. Dietzman an unmarried woman
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David Leary and Vickie Leary, husband and wife
hereinafter referred to as Grantee, whose current address is 638 E 4th St. Emmett ID 83617
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

Seller Bonita Dietzman reserves a life estate in and shall have the right to live on said real property described herein as the existing residence and curtilage area surrounding the residence as long as she desires during her lifetime and as long as she actually resides thereon and during that time said Seller shall be responsible for and pay when due all utilities for said reserved residence and curtilage area and all expenses for maintenance and upkeep on said reserved real property and all costs of improvements placed upon said reserved residence and curtilage area by Seller.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 12, 2014

Bonita Dietzman
Bonita Dietzman

State of ID, County of Gem

On this 12th day of December in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Bonita Dietzman known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Palla R. Garrison
Residing at: Emmett, ID
Commission Expires: 12/04/2020

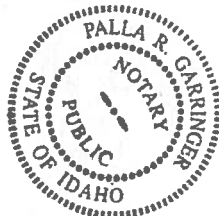


EXHIBIT A

PARCEL I

A parcel of land located in the N1/2 of the NW1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;
Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 746.02 feet to the POINT OF BEGINNING;
Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 1877.47 feet to the N1/4 corner of said Section 11;
Thence South 00°26'45" West, coincident with the east line of the N1/2 of the NW1/4 of said Section 11, a distance of 1308.80 feet to the southeast corner (CN1/ 16 corner) of said N1/2 of the NW1/4 of Section 11;
Thence North 89°22'29" West, coincident with the south line of said N1/2 of the NW1/4 of Section 11, a distance of 1872.05 feet;
Thence North 00°12'27" East, parallel with the west line of said N1/2 of the NW1/4 of Section 11, a distance of 1306.00 feet to the POINT OF BEGINNING;

TOGETHER WITH:

An ingress/egress easement as described in corrected Declaration of Easement Relocation, Instrument No. 266702, Gem County Records.

TOGETHER WITH AND SUBJECT TO:

A 25 foot wide ingress/egress easement, as described in Easement Agreement, Instrument No. 2266704 and 297351 Gem County Records.

ALSO TOGETHER WITH AND SUBJECT TO:

A 60 foot wide ingress/egress easement located in the N1/2 of the NW 1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap marking the northwest corner of Section 11;
Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 127.66 feet to the centerline of an irrigation canal and the POINT OF BEGINNING;
Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 2495.74 feet to the N 1/4 corner of said Section 11;
Thence South 00°26'45" West, coincident with the east line of the N 1/2 of the NW 1/4 of said Section 11, a distance of 60.00 feet;
Thence North 89°27'40" West, parallel with said north line of the N 1/2 of the NW 1/4 of Section 11, a distance of 2380.63 feet;
Thence South 34°02'05" West, 80.86 feet;
Thence South 06°48'35" East, 34.86 feet;
Thence South 47°19'59" East, 14.16 feet;
Thence South 62°35'14" East, 107.86 feet;
Thence South 23°13'41" East, 79.34 feet;
Thence South 13°34'44" West, 53.04 feet;
Thence South 21°32'35" West, 48.52 feet;
Thence South 26°06'43" West, 168.55 feet;
Thence South 59°19'01" West, 52.87 feet to said centerline of irrigation canal;
Thence North 21°13'49" West, coincident with said centerline of irrigation canal 33.76 feet;
Thence North 11°42'31" East, coincident with said centerline of irrigation canal 25.00 feet;
Thence North 26°06'43" East, coincident with said centerline of irrigation canal 163.30 feet;
Thence North 21°32'35" East, coincident with said centerline of irrigation canal 41.95 feet;
Thence North 13°34'44" East, coincident with said centerline of irrigation canal 28.90 feet;
Thence North 23°13'41" West, coincident with said centerline of irrigation canal 37.92 feet;
Thence North 62°35'14" West, coincident with said centerline of irrigation canal 94.44 feet;
Thence North 47°19'59" West, coincident with said centerline of irrigation canal 44.35 feet;
Thence North 06°48'35" West, coincident with said centerline of irrigation canal 80.28 feet;
Thence North 12°11'05" East, coincident with said centerline of irrigation canal 45.01 feet;
Thence North 16°48'32" West, coincident with said centerline of irrigation canal 47.50 feet;
Thence North 07°18'17" West, coincident with said centerline of irrigation canal 22.81 feet to the POINT OF BEGINNING.

Instrument # 297954

EMMETT, GEM, IDAHO

7-25-2014 12:44:58 No. of Pages: 6

Recorded for : VICKIE LEARY

SHELLY TILTON

Fee: 25.00

Ex-Officio Recorder Deputy

Index to: EASEMENT

[Signature]

EASEMENT AGREEMENT

PREAMBLE

This Agreement is made this 25th day of July, 2014, by and between BONITA DIETZMAN, hereinafter referred to as "Grantor" and DAVID LEARY and VICKIE LEARY, hereinafter referred to as "Grantees."

RECITALS

WHEREAS, Grantor owns certain real property, hereinafter referred to as the "servient tenement" which real property is more particularly described as follows:

The North half of the Northwest quarter of Section 11, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho,

TOGETHER WITH a parcel located in the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section 2, Township 7 North, Range 1 East, Boise Meridian, in Gem County, Idaho, described as:

Beginning at the Southeast corner of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said section 2, run
West on section line 40 rods; thence
North 4 rods; thence
East 40 rods; thence
South 4 rods, to the said point of beginning.

WHEREAS, Grantees own certain real property, hereinafter referred to as the "dominant tenement," which real property is more particularly described as follows:

The East half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho,

WHEREAS, the parties desire to establish certain rights in the servient tenement for the benefit of the owners of the dominant tenement;

EASEMENT AGREEMENT - Page No. 1 of 4

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and easement is hereby granted by the Grantor to the Grantees, and to the successors in interest of the Grantees, as hereinafter described.
2. Character of Easement. The easement granted herein is appurtenant to the dominant tenement. As such, the benefit of this easement shall automatically pass to any future owners of the dominant tenement.
3. Description of Easement. The easement granted herein is granted for the purpose of ingress and egress access to and from the dominant tenement, or any portion or part thereof by the owners of the dominant tenement and their guests, family members, tenants, agents, and employees and for access for all types of utility service. Access hereunder shall include, but not be limited to, vehicular, pedestrian, and livestock access.
4. Location of Easement. See Attached Exhibit A
5. Use by Dominant Tenant. The easement granted herein shall permit the owners of the dominant tenement, or any portion or part thereof and their guests, family members, tenants, agents, and employees to have unrestricted ingress and egress access between the dominant tenement and the current private access easement or right-of-way which serves the dominant and servient tenements across the adjoining property situated to the south of the servient tenement.
6. Nonexclusive Easement. The easement granted herein is nonexclusive. The current and future owners of the servient tenement shall retain the right to use the effected property so long as that use does not interfere with the easement granted hereby. Further, the current and future owners of the servient tenement hereby waive and relinquish any claim or potential claim which they may now hold, or which they may hereafter acquire, in the nature of a prescriptive easement, adverse possession, boundary by agreement, or any such similar claim which may have the tendency or effect of limiting or voiding this easement.
7. Maintenance and Repair. Unless actually utilized by the Grantor, all costs involved in the maintenance and/or repair of this easement shall be the responsibility of the Grantees. If the Grantor or the successors of the Grantor actually make use of the property covered by this easement, the costs of the maintenance and repair of the easement shall be paid by Grantor and Grantees in equal shares.
8. Entire Agreement. This instrument contains the entire Agreement between the

9. Attorneys Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and costs.
10. Binding Affect. This instrument shall bind and enure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.
11. Construction. The parties have each been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for and the preparation of this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

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

Bonita Dietzman
BONITA DIETZMAN, Grantor

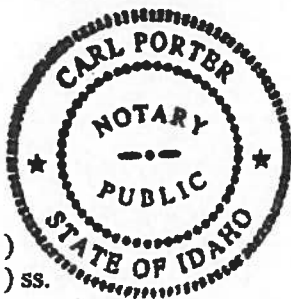
David Leary
DAVID LEARY, Grantee

Vickie Leary
VICKIE LEARY, Grantee

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of ~~June~~ ^{July}, 2014 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared BONITA DIETZMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal this day and year in this certificate first above-written.

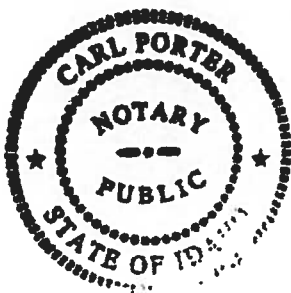


Carl Porter
Notary Public for Idaho
Residing at EMMETT, Idaho
My commission expires: 3/18/19

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of ~~June~~ ^{July}, 2014 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DAVID LEARY and VICKIE LEARY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal this day and year in this certificate first above-written.



Carl Porter
Notary Public for Idaho
Residing at EMMETT, Idaho
My commission expires: 3/18/19



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
101 Canal St., Emmett, ID 83617

INSTRU. NO. 297954
PAGES. 5 OF 6

EXHIBIT A

July 17, 2014

Ingress/Egress Legal Description

A 60 foot wide ingress/egress easement locating in the N1/2 of the NW1/4 of Section 11, T. 7 N., R. 1 E., B.M., Gem County, Idaho, more particularly described as follows;

COMMENCING at a aluminum cap marking the northwest corner of Section 11;

Thence South 89°27'40" East, coincident with the north line of said Section 11, a distance of 137.76 feet to the easterly bank of an irrigation canal and the **POINT OF BEGINNING**;

Thence continuing South 89°27'40" East, coincident with the north line of said Section 11, a distance of 2485.74 feet to the N1/4 corner of said Section 11;

Thence South 0°26'45" West, coincident with the east line of the N1/2 of the NW1/4 of said Section 11, a distance of 60.00 feet;

Thence North 89°27'40" West, parallel with said north line of the N1/2 of the NW1/4 of Section 11, a distance of 2380.63 feet;

Thence South 34°02'05" West, 80.86 feet;

Thence South 6°48'35" East, 34.86 feet;

Thence South 47°19'59" East, 14.16 feet;

Thence South 62°35'14" East, 107.86 feet;

Thence South 23°13'41" East, 79.34 feet;

Thence South 13°34'44" West, 53.04 feet;

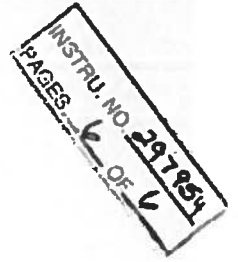
Thence South 21°32'35" West, 48.52 feet;

Thence South 26°06'43" West, 168.55 feet;

Thence South 59°19'01" West, 52.87 feet to said centerline of irrigation canal;

Thence North 21°13'49" West, coincident with said centerline of irrigation canal 33.76 feet;

Thence North 11°42'31" East, coincident with said centerline of irrigation canal 25.00 feet;
Thence North 26°06'43" East, coincident with said centerline of irrigation canal 163.30 feet;
Thence North 21°32'35" East, coincident with said centerline of irrigation canal 41.95 feet;
Thence North 13°34'44" East, coincident with said centerline of irrigation canal 28.90 feet;
Thence North 23°13'41" West, coincident with said centerline of irrigation canal 37.92 feet;
Thence North 62°35'14" West, coincident with said centerline of irrigation canal 94.44 feet;
Thence North 47°19'59" West, coincident with said centerline of irrigation canal 44.35 feet;
Thence North 6°48'35" West, coincident with said centerline of irrigation canal 80.28 feet;
Thence North 12°11'05" East, coincident with said centerline of irrigation canal 45.01 feet;
Thence North 16°48'32" West, coincident with said centerline of irrigation canal 47.50 feet;
Thence North 7°18'17" West, coincident with said centerline of irrigation canal 22.81 feet to the
POINT OF BEGINNING.



Carl Porter, PLS
End Description



Date

Instrument # 297701

EMMETT, GEM, IDAHO

7-8-2014 10:08:00 No. of Pages: 1

Recorded for: SAWTOOTH LAND SURVEYING

SHELLY TILTON

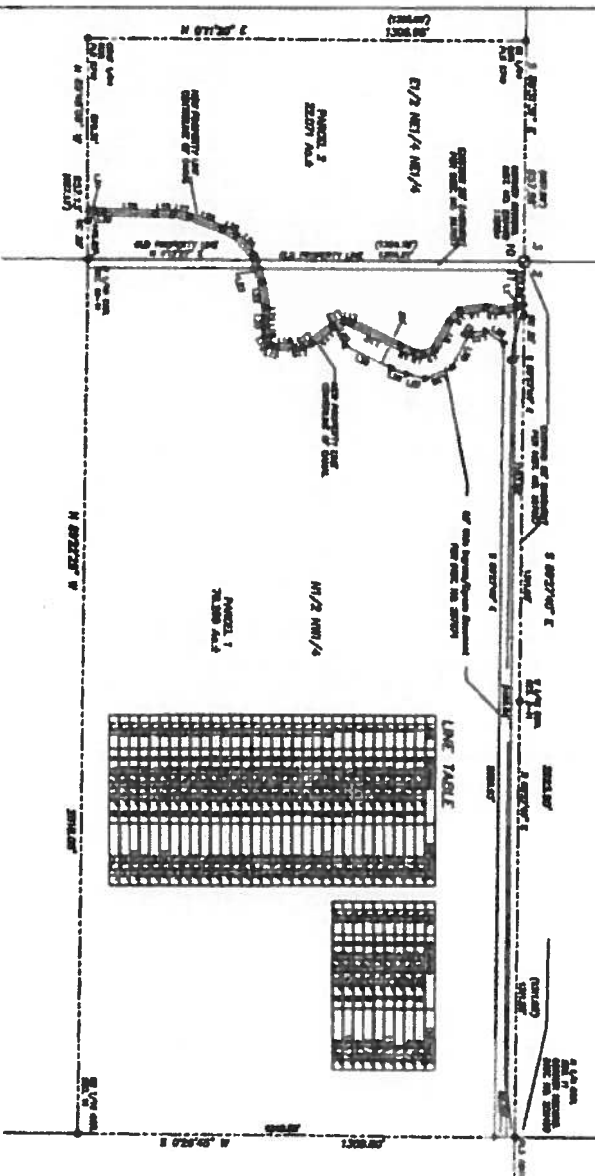
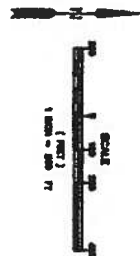
Page 5.08

Ex-Officio Recorder Deputy

Shelly Tilton

Index to: RECORD OF SURVEY

RECORD OF SURVEY
PROPERTY BOUNDARY ADJUSTMENT NO. 14-007
FOR DAVID AND VICKI LEARY &
BONITA DIETZMAN
BEING THE E1/2 OF THE NE1/4 OF THE NE1/4 OF
SECTION 10, AND THE N1/2 OF THE NW1/4 OF
SECTION 11, T. 7 N. R. 1 E., B.M., GEM COUNTY, IDAHO



LEGEND

- PROPERTY BOUNDARY LINE
- NEW PARCEL LINE
- SECTIONAL LINE
- SECTIONAL LINE
- SECTIONAL LINE
- FOUND ALUMINUM CAP MONUMENT
- FOUND 8/8" IRON NAIL MONUMENT
- SET 8/8" IRON NAIL
- OUTLAND POINT
- WITNESS CORNER

NOTES

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE IDAHO SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE IDAHO SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

APPROVAL OF GEM COUNTY REPLACEMENT SERVICES ADMINISTRATION
3/14/2014
DAVID AND VICKI LEARY &
BONITA DIETZMAN

CERTIFICATE OF SURVEY

I, the undersigned, being a duly qualified and licensed surveyor in the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

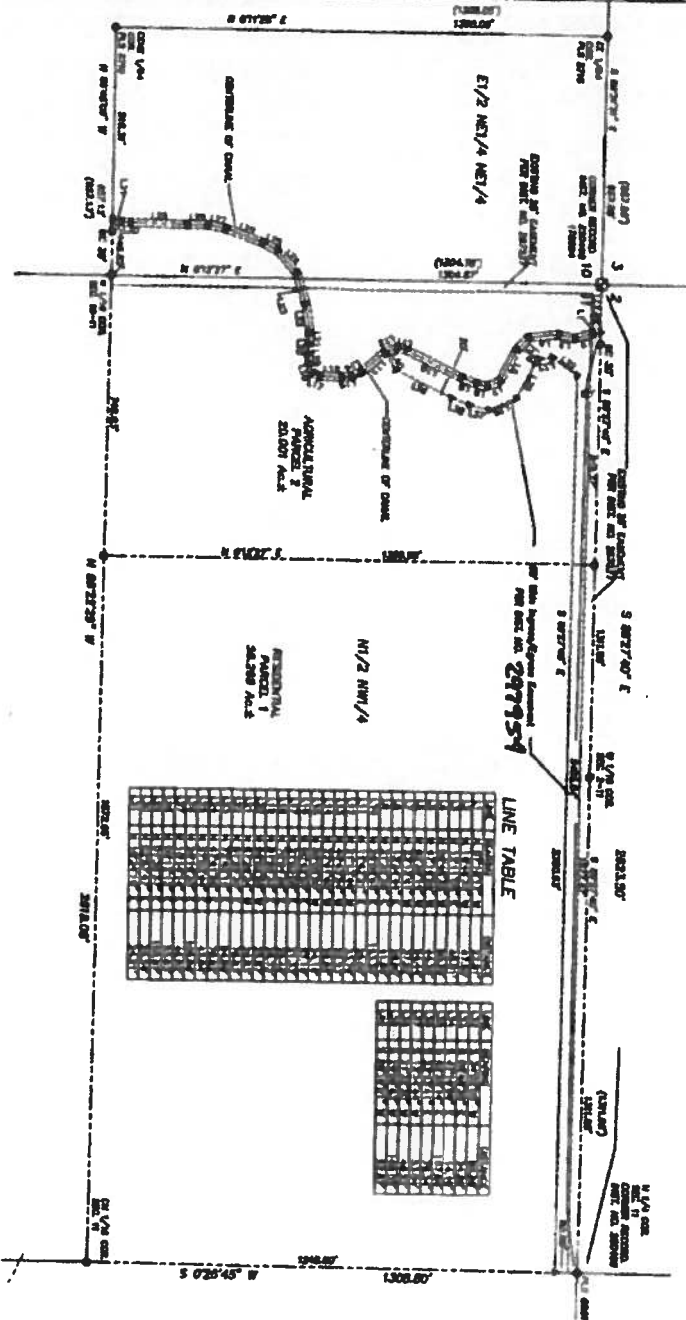


SAWTOOTH LAND SURVEYING
101 CANAL ST.
EMMETT, ID 83607
(208) 398-8104
FAX (208) 398-8105
WWW.SAWTOOTHID.COM

SECTION 10, AND THE NW 1/4 OF SECTION 11, T. 7 N. R. 1 E., B.M., GEM COUNTY, IDAHO

EMMETT, GEM, IDAHO
 7-25-2014 12:58:03 No. of Pages: 1
 Recorded for : WICKIE LEARY
 SHELLY TILTON
 Fee: 5.00
 Ex-Officio Recorder Deputy G. Mc
 Index to: RECORD or SURVEY

**EX-OFFICIO RECORDS IN
INDEX to: RECORD OF SURVEY**



PROPERTY BOUNDARY LINE	
SECTIONAL LINE	
EASEMENT LINE	
FOUND ALUMINUM CAP WORKMAN	☐
FOUND 4/8" REBAR AS NOTED	●
SET 4/8" REBAR/CAP	●
CALCULATED POINT	▲
WITNESS CORNER	MC

1 CAR. PART. DO NOTIFY CERTAIN PART. AS A PROFESSIONAL LAND
2 SURVEYOR, LOCATED BY THE STATE OF TEXAS, AND THAT THE LAD WAS
3 DESIGNATED AN ACTUAL SURVEYOR OF THE GRANT UNDER BY DIRECT
4 SURVEYOR, AND ACCORDINGLY REPRESENTS THE PARTS MARKED MODON
5 AND OF AN CERTAINLY WITH THE STATE OF TEXAS CODE RELATING TO
6 PLAT. SURVEY, AND THE CORRECT FURNISHING AND PLANO ACT. BAWO
7 CODE.

NOV 06ST. NO. 21679, 1/6/74, 200780, 268046, 287701
ISSUED PLAT AND NOTES
GIFT CLAIM DIED 06ST. NO. 208774
WARRANTY DIED 06ST. NO. 206783

NOTE
1. SARGENT LUND GARDNER LLC ASSURES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH COUNTY PLANNING AND ZONING ORDINANCES OR REGULATIONS AS THEY RELATE TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

CARL FORNER, PLS 14227



SURVEY INDEX NO.	711-10-1-1-0-0-00-00
SURVEY INDEX NO.	711-11-4-0-0-0-00-00



101 CANAL ST.
ENHETT, ID 83617
(208) 398-8104
FAX (208) 398-8105
WWW.SAATCHIUSCO.COM

1071	7/2004	CP	CP	14000
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