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RECEIVED

JUL 20 2015

WATER RESOURCES
WESTERN REGION

July 16, 2015

Idaho Dept Water Resources
2735 Airport Way
Boise, ID 83705

RE: Water Rights 65-3164 and 65-3165

Dear IDWR:

This firm represents Marsha Gantz, as the court-appointed Personal Representative of the estate of John V. Goode. At the suggestion of Nick Miller, I am sending you the attached Warranty Deed (Valley County Inst #305946) for your records. The property described in the deed is generally the SWNE and SENE of Section 3, T16N, R03E, BM, Valley County, Idaho. As you will note, the deed transfers and conveys no water rights, so the subject water rights remain with the other parcels that are not described in the attached deed. In other words, the subject water rights remain with the NWNE and NENE of Section 3, T16N, R03E.

Please do not hesitate to telephone me if you have questions or if I can be of further assistance.

Sincerely,

EVANS KEANE LLP

Brian L. McMahan

Brian L. McMahan
Of Counsel

BLM/br
Enclosure
3238-2\Corr\IDWR 01
cc: client w/enclosure

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
415 Railroad
McCall, ID 83638

Instrument # 305946

VALLEY COUNTY, CASCADE, IDAHO

2006-02-15 03:53:55 No. of Pages: 4

Recorded for : FIRST AMERICAN TITLE

LELAND G. HEINRICH

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: DEEDS

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **135413-MC (ap)**

Date: **February 15, 2006**

For Value Received, **The Estate of John Vernon Goode by Marsha Gantz as General Personal Representative (case # CV-2005-361C)**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Franklin Office Park, LLC**, hereinafter called the Grantee, whose current address is **1213 El Pelar, Boise, ID 83702**, the following described premises, situated in **Valley County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this reference incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This deed does not transfer any existing water rights.

The Estate of John Vernon Goode (case
#CV-2005-361C)

Marsha Gantz *Personal Rep.*
Marsha Gantz, Personal Representative

STATE OF Idaho)
SS.
COUNTY OF Valley)

On this 14th day of February, 2006, before me, a Notary Public in and for said State, personally appeared **Marsha Gantz**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **John Vernon Goode**, and acknowledged to me that she executed the same as such Personal Representative.

Angela M Perkins

Notary Public of Idaho
Residing at: New Meadows, ID
Commission Expires: 7/6/10

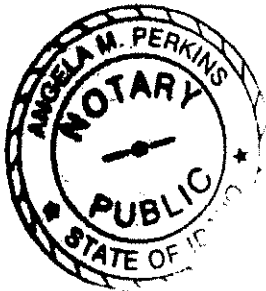


EXHIBIT A

PARCEL 1: A PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE 1/4 CORNER COMMON TO SECTIONS 2 AND 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO; THENCE, N. 88° 56' 51" W., 1,302.36 FEET ALONG THE SOUTH BOUNDARY OF THE NE1/4 OF SAID SECTION 3 TO THE REAL POINT OF BEGINNING:

THENCE, CONTINUING N. 88° 56' 51" W., 1,307.50 FEET ALONG THE SOUTH BOUNDARY OF THE NE1/4 OF SAID SECTION 3 TO A 5/8 INCH REBAR ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 55;

THENCE, N. 00° 34' 55" E., 1,331.96 FEET ALONG SAID EAST HIGHWAY 55 RIGHT OF WAY TO A 5/8 INCH REBAR;

THENCE, S. 89° 10' 44" E., 1,303.69 FEET;

THENCE, S. 00° 25' 12" W. 1,337.26 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A PARCEL OF LAND SITUATE IN THE NE1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE 1/4 CORNER COMMON TO SECTIONS 2 AND 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, THE REAL POINT OF BEGINNING;

THENCE, N. 88° 56' 51" W., 1,302.36 FEET ALONG THE SOUTH BOUNDARY OF THE NE1/4 OF SAID SECTION 3;

THENCE, N. 00° 25' 12" E., 1,337.26 FEET;

THENCE, S. 89° 10' 44" E., 1,298.55 FEET TO A 5/8 INCH REBAR ON THE EAST BOUNDARY OF SAID SECTION 3;

THENCE, S. 00° 15' 33" W., 1,342.56 FEET TO THE POINT OF BEGINNING.

PARCEL 2A: TOGETHER WITH A 70.00 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT SITUATE IN THE NE1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE 1/4 CORNER ON THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO;

THENCE S. 89° 24' 38" E., 49.98 FEET ALONG THE NORTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 3 TO A 5/8 INCH REBAR ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 55;

THENCE, CONTINUING S. 89° 24' 38" E. 1,332.98 FEET ALONG THE NORTH BOUNDARY OF SAID NE1/4 TO THE REAL POINT OF BEGINNING:

Date: 10/20/2005

Warranty Deed
- continued

File No.: 135413-MC (ap)

THENCE, CONTINUING S. 89° 24' 38" E., 70.00 FEET;
THENCE, S. 00° 56' 39" W., 1,365.31 FEET;
THENCE, N. 89° 10' 44" W., 70.00 FEET;
THENCE, N. 00° 56' 39" E., 1,365.02 FEET TO THE POINT OF BEGINNING



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July 15, 2015

Marsha K. Gantz
PO Box 63
Donnelly, ID 83615

Re: Continuing Legal Representation

Dear Marsha:

This letter follows our phone conversations on July 14th. As you know, I have moved my primary law practice to Boise, but I still do a lot of work for Central Idaho clients. You have asked me to continue to represent you regarding the matters we have previously been involved in. Your review and return of this letter is important because it confirms the ongoing existence of our attorney-client relationship, and all the confidentiality and other protections that go with such a relationship. I will continue to work on your legal matters in my capacity as Of Counsel with Evans Keane LLP. In that vein, see the attached letter I sent to IDWR. *Also, as we discussed on July 14th, please contact the Mahala Ditch Company and see if John owned any shares of that company, then let me know.*

EVANS KEANE LLP wants each client relationship to be productive and satisfying for both parties. We believe one way to accomplish that goal is to explain our fees and certain other matters regarding our services. Evans Keane's practice is to submit monthly statements for services and expenses. The work we have performed on your behalf will be described in detail in the monthly statement. If you have any special billing procedures that you would like us to follow, please let me know and we will incorporate them into our billing.

I will be the responsible attorney assigned to represent you on all matters. My hourly rate for work of this type is \$250.00 (the same as it was in McCall). From time to time, other members of the firm as well as our staff may engage in work on your matters, and their rates are as follows: partners, \$250.00 per hour; associate attorneys, \$215.00 per hour; paralegal, \$65.00 per hour. Rates may increase in the future after reasonable notice to you. In addition to the fees set forth above, you will be responsible for expenses incurred in connection with the work we do for you. Such expenses may include, among others, copying, delivery fees, other professional services, and travel expenses. If the firm makes payment for you, it will be reflected on our invoice and you will be expected to reimburse us promptly. If you have any questions about a statement, please feel free to contact me directly.

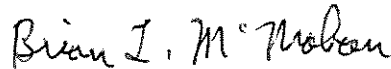
Our invoices require payment within 30 days of receipt and we reserve the right to terminate our representation if your account is not kept current. A late payment charge at the rate of one and one-half percent (1 1/2%) per month may be added to each statement past due. If you anticipate difficulty in paying an invoice, please contact me in advance of the due date.

An important note about file retention: During our representation you will be provided with copies of all documents generated or received by the firm on your matters. Please make sure you keep these together in a safe place as they are your copy of the file. At the conclusion of the representation, the firm will retain your file for a period of five years. Should you need all or a portion of the file reproduced during that time, please contact our office for assistance. There will be a reasonable copying charge for this service. After the fifth anniversary of the conclusion of our representation on a matter, your file will be destroyed. If you wish to take possession of it at that time, it is up to you to make arrangements with the firm to pick it up. Unless you have made special arrangements, no additional notice of the destruction date will be provided to you.

If the above terms are acceptable, please sign and return this letter. We have provided a return envelope for your convenience. Thank you for retaining Evans Keane LLP; we look forward to working with you.

Sincerely,

EVANS KEANE LLP



Brian L. McMahan
Of Counsel

I understand and accept the terms of this Agreement letter.

Marsha K. Gantz

Date of Acceptance