

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 03 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
36-14163	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Clarence E. Miller and Vera B. Miller
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Keith A. Huettig
Name of each new owner as listed on the conveyance document
Sharon K. Huettig
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or
44 North 1700 East
Mailing address
Jerome ID 83338
City State ZIP
Telephone _____ Email _____

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

12-28-2012

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

7. Signature: Keith A. Huettig Title, if applicable _____ Date 12/27/2012
Signature: Sharon K. Huettig Title, if applicable _____ Date 12-27-2012
Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by AM Date 1-4-2013 Receipt No. 5032975 Receipt Amt. \$50-
Approved by _____ Processed by _____ Date _____

WARRANTY DEED

#CL-357

For Value Received

Sherry A. Miller Caughey and Randy E. Caughey, a married couple as community property with right of survivorship

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Keith A. Huettig and Sharon K. Huettig, husband and wife
Address: 44 North 1700 East, Jerome, ID 83338

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:
TOWNSHIP 8 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: Tract A; NE¼NE¼

Instrument # 2125613

JEROME COUNTY, JEROME, IDAHO
12-28-2012 02:23:42 PM No. of Pages: 2
Recorded for: LAND TITLE AND ESCROW - TWIN FALLS
MICHELLE EMERSON Fee: \$13.00
Ex-Officio Recorder Deputy: jw
Electronically Recorded by Simplifile

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2012, a lien, but not yet due and payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Interim Contract Agreement by and between The United States of America and Clarence E. Miller and Vera Miller, husband and wife, dated May 13, 1949 in Book 143 at Page 53 as Instrument Number 106060, Jerome County records, affecting Farm Unit A (Tract A) in Section 14, Township 8 South, Range 19, East Boise Meridian.

Power Line Easement given by William D. Hansen and Dorothy T. Hansen, husband and wife to Idaho Power Company, a corporation, dated November 5, 1949, recorded June 10, 1950 in Book 142 at Page 200 as Instrument Number 109529, Jerome County records, affecting the S1/2NE1/4 of Section 14, Township 8 South, Range 19, East Boise Meridian.

Power Line Easement given by Clarence E. Miller and Vera B. Miller, husband and wife to Idaho Power Company, a corporation, dated December 12, 1949, recorded March 22, 1951 in Book 142 Page 459 as Instrument Number 112325, Jerome County records, affecting Tract A Section 14, Township 8 South, Range 19 East Boise Meridian.

Power Line Easement given by Clarence E. Miller and Vera B. Miller to Idaho Power Company, a corporation, dated March 13, 1974, recorded August 6, 1974 in Book Misc. 184 at Page 929 as Instrument Number 207448, Jerome County records, affecting the East 20 feet of SE1/4NE1/4, Section 14, Township 8 South, Range 19 East Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 36.5 Shares of American Falls Reservoir District #2.

Notary Public
Residing at: TWIN FALLS, ID
My Commission expires: 11/27/2014

Instrument # 2100513

JEROME COUNTY, JEROME, IDAHO

2-3-2010 11:08:00 No. of Pages: 1

Recorded for: JEFFREY E. ROLIG

MICHELLE EMERSON Fee: 3.00

Ex-Officio Recorder Deputy

QUITCLAIM DEED

FOR VALUE RECEIVED, Sherry M. Caughey does hereby release, remise and forever quitclaim unto Sherry A. Miller Caughey and Randy E. Caughey, a married couple, whose address is 3682 S Hampshire Circle, West Valley, Utah 84119, as community property with right of survivorship, all of her right, title and interest in real property situate in Jerome County, Idaho, and more particularly described as follows:

Township 8 South, Range 19 East, Boise Meridian, Jerome County, Idaho

Section 11: NWSE, S½SE

Section 12: SWSW, S½SESW

Section 13: Tract A, and Tract B lying N. of Canal #27, Lots 3, 4 and 5, and NWNW

Section 14: Tract A, NENE

Township 8 South, Range 20 East, Boise Meridian, Jerome County, Idaho

Section 18: Tract A

Dated this 1st day of February, 2010.

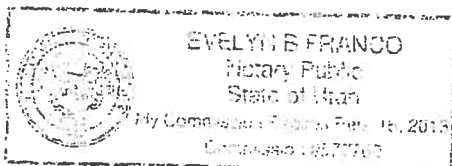
Sherry M. Caughey
Sherry M. Caughey

STATE OF UTAH)

County of Salt Lake) ss.

On this 01 day of February, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Sherry M. Caughey, known or identified 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 hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Evelyn B. Franco
NOTARY PUBLIC FOR UTAH
Residing at: Wells Fargo West 21st
Commission Expires: February 16, 2010

QUITCLAIM DEED

(Optional)

Recorded ☐
Microfilmed ☐
Indexed ☐

Platted ☐
Deed Card ☐
Compared ☐

Key Punched ☐
Master File ☐
Abstracted ☐

To Treasurer ☐

QUITCLAIM DEED

THIS INDENTURE, Made this 12th day of November

in the year of our Lord one thousand nine hundred and ninety two
Clarence E. Miller and Vera B. Miller

of Jerome County of Jerome

State of Idaho, the part of the first part, and Clarence E. Miller
and Vera B. Miller, Trustees of the Miller Family Trust dated 1st Nov. 1981
of Jerome County of Jerome

State of Idaho, the part of the second part,

whose current address is 53 N 1700 E, Jerome, Idaho 83338

WITNESSETH That the said part of the first part, for and in consideration of the sum of

Ten and no/100 (10.00)----- DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of
the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release
and forever QUITCLAIM, unto the said party of the second part, and to their heirs and
assigns all right & title certain lot, piece or parcel of land, situate, lying and being in
Hunt Community, County of Jerome, State of Idaho, bounded and particularly
described as follows, to-wit:

Tract A, NENE, Sec 14 T8 R19

Tract A, B lying N of canal #27, WYNN, Lots #3, 4 & 5 Sec 12 T8 R19

Tract A Sec 18 T8 R20

SWSW, S1/2SESW Sec 12 T8 R19

NWSE, S1/2SE Sec 11 T8 R19

REC'D
OF
JEROME
NOV 13 10 21 AM '92
JEROME
FEES
IDAHOO

923936

Location of above described property 53 N 1700 E, Jerome, Idaho 83338
House No. Street

MAIL DEED TO:

Clarence E. Miller

53 N 1700 E

Jerome, Idaho 83338

MAIL TAX NOTICE TO:

Name Clarence E. Miller

Address 53 N 1700 E

City & State Jerome, Idaho 83338

Instrument # 2010033

JEROME COUNTY, JEROME IDAHO

2001-01-03 02:19:41 No. of Pages: 5

Recorded for JEFFREY E. ROLOG

CHERYL WATTS

Ex-Officio Recorder Deputy

C. Bench

AGREEMENT ESTABLISHING RIGHTS AND SECURITY INTEREST

THIS AGREEMENT is made effective the 22nd day of December, 2000, by and among SHERRY A. CAUGHEY, a married woman dealing with her sole and separate property ("Sherry" herein); CASEY MILLER ("Casey" herein); and CARRIE MILLER ("Carrie" herein).

RECITALS

WHEREAS Sherry is the daughter of Clarence E. Miller and Vera B. Miller; and

WHEREAS, Casey and Carrie are the children and legal descendants of Harvey D. Miller, deceased, who was the son of Clarence E. Miller and Vera B. Miller; and

WHEREAS Sherry, Casey, and Carrie are the Beneficiaries of the Miller Family Trust dated November 12, 1992. Clarence E. Miller and Vera B. Miller, Trustees ("the Trust" herein); and

WHEREAS, the Trust is the record owner of the real property described on Exhibit "A" attached hereto ("the Real Property" herein); and

WHEREAS, the Real Property has been held as a single farming unit by the Miller family for many years, and these parties wish to make provisions herein to maintain all of the Real Property as a single unit, after it is distributed to the Beneficiaries of the Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and provisions contained herein, the parties agree as follows:

1. The parties anticipate, pursuant to the terms of the Trust and the directions of the Trustees, Clarence E. Miller and Vera B. Miller, that upon the death of Clarence E. Miller, the Trust will convey to Sherry the portion of the Real Property described on Exhibit "B" attached hereto ("the Parcel "B" Property"); and the Trust will convey to Casey and Carrie the Real Property described on Exhibit "C" ("the Parcel "C" Property").

2. The parties wish to ensure, to the extent reasonably possible that the entire Real Property will be held together as a single economic unit after the Real Property is conveyed to them from the Trust, and that no portion of the Real Property is conveyed to third parties as a result of the nonpayment of encumbrances on the Real Property. Accordingly, the parties agree as follows:

2.1 In the event the real property taxes on either the Parcel "B" Property or the Parcel "C" Property become delinquent to the extent that the Jerome County tax collector issues a notice of pending issue of tax deed pursuant to the provisions of Idaho Code Title 63, Chapter 10 as existing now or amended in the future; then at any time prior to the payment of such delinquent taxes by the record owner(s), Sherry (in the case of delinquent taxes on the Parcel "C" Property), or Casey and Carrie (in the case of delinquent taxes on the Parcel "B" Property) shall have the right to pay such delinquent taxes to the Jerome County tax collector, without demand or notice to the record owner of the premises.

2.2 In the further event that the owner(s) of the Parcel "B" Property or the Parcel "C" Property fails to pay and satisfy before delinquency an encumbrance on such property, including but not limited to assessments for irrigation water, mechanics or materialmen's liens, labor liens, mortgages or deeds of trust, then at such time that such delinquency is made to appear of record, the non-owner party may pay such indebtedness without demand or notice to the other owner. Upon making such payment, the paying party may file a statement as provided in Section 2.3 below, and ownership in and to the affected Real Property shall pass automatically to the paying party without further notice as provided in Section 2.3.

2.3 In the event of a property tax payment made by the non-owner party as provided in Section 2.1 above or in the event of payment of any other delinquent encumbrance by the non-owner party as provided in Section 2.2 above, the party hereto making such payment may execute and record a verified and properly acknowledged statement attesting to the fact of such payment; and upon the filing for record of such document, all right, title, ownership, and interest in and to the real property to which such payment relates shall pass automatically to the person(s) making such payment. Upon request of the party/owner paying the tax or other delinquent obligation, the party who has failed to make such payment(s) as contemplated herein shall execute and deliver to the paying party a quit-claim deed in proper recordable form, conveying to the other party the real property covered by this Agreement. Provided, that the refusal or failure to execute and deliver the required quitclaim deed shall not delay or prevent the transfer of ownership created herein.

2.4 Time is of the essence of this Agreement and performance of all obligations created herein.

2.5 Once ownership of the Real Property or any part thereof has transferred as provided herein, the defaulting party shall have no further interest in, claim against, or right to redeem the premises.

3. Sherry hereby grants to Casey and Carrie, and Casey and Carrie hereby grant to Sherry, the right of first refusal to purchase the Real Property that is conveyed to each party from the Trust. In the event either party receives a good faith, arms length offer to purchase that portion of the Real Property which is held in that party's name, which offer is acceptable to that party, then the purchase offer shall be communicated to the other party herein. The party to whom the offer is communicated shall have twenty-one (21) days from his/her receipt of such communication to choose to purchase the affected premises at the same or more favorable terms to the seller. The election to purchase shall be hand delivered to the seller, or sent by first-class mail to the seller, within such twenty-one (21) day period. In the event a party elects to exercise this first right of refusal, the sale shall close no later than thirty (30) days following the election, unless the closing is extended by written agreement of the parties.

3.1 Any attempted conveyance made in violation of this first right of refusal shall be null and void at the election of any party hereto.

4. This Agreement shall remain in full force and effect so long as any part of the Real Property is owned by the Trust or by any party to this Agreement, or by any heir, devisee or lineal descendant of any party to this Agreement. This Agreement shall be of no further force and effect as to any portion of the Real Property that is conveyed either by the Trust or in conformance with the foregoing right of first refusal, to a person who is not a party to this Agreement.

5. As security for the performance of this Agreement, Sherry hereby grants to Casey and Carrie a lien and security interest in the Parcel "B" Property; and Casey and Carrie hereby grant Sherry a lien and security interest in the Parcel "C" Property.

6. Any required notice(s) pertaining to the Real Property by the parties hereto or by any third party shall be sent to the following addresses:

Sherry Caghey
1192 West Meadowstream Road
West Valley, UT 84119

Casey Miller
5177 1700 E
Telluride, Colorado 81415

Carrie Miller
5177 1700 E
Telluride, Colorado 81415

7. The parties shall execute duplicate originals of this Agreement which either party may record for record with the Jerome County Recorder at any time.

8. In the event any party herein files legal action to enforce this Agreement or to protect his or her interests hereunder, the prevailing party in that action shall be entitled to an award of reasonable attorney fees against the non-prevailing party.

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

Sherry Caughey
Sherry Caughey

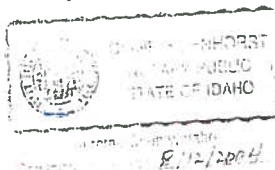
Casey Miller
Casey Miller

Carrie Miller
Carrie Miller

STATE OF UTAH-IDAHO)
County of Jerome) ss.

On this 22nd day of December 2000, before me, the undersigned, a Notary Public in and for said State personally appeared Sherry Caughey, 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 hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

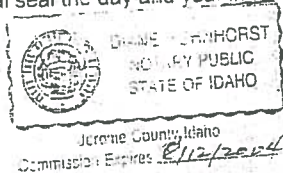


Diane Whitcomb
NOTARY PUBLIC FOR UTAH-IDAHO
Residence Harleton
My Commission Expires 8/12/2004

STATE OF Idaho)
) ss.
County of Jerome)

On this 22nd day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Casey Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

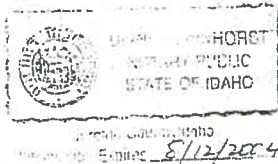


Elaine Harkins
NOTARY PUBLIC FOR IDAHO
Residence: Hazleton
My Commission Expires: 8/12/2004

STATE OF Idaho)
) ss.
County of Jerome)

On this 22nd day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Carrie Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.



Elaine Harkins
NOTARY PUBLIC FOR IDAHO
Residence: Hazleton
My Commission Expires: 8/12/2004

EXHIBIT "A"

Township 8 South, Range 19 East, Jerome County, Idaho

Section 14: Tract A, NE1/4NE1/4

Section 13: Tract A, that part of Tract B lying North of American Falls,
Reservoir District No. 2 Lateral No. 27, NW1/4NW1/4, and Lots 3, 4, and 5

Section 12: SW1/4SW1/4, S1/2SE1/4SW1/4

Section 11: NW1/4SE1/4, S1/2SE1/4

Township 8 South, Range 19 East, Jerome County, Idaho.

Section 18: Tract A.

EXHIBIT "B"

Township 8 South, Range 18 East, Jerome County, Idaho
Section 13, Tract A, that part of Tract B lying North of American Falls
Reservoir District No. 2 Lateral No. 27, NW1/4NW1/4, and Lots 3, 4 and 5
Section 12, SW1/4SW1/4, S1/2SE1/4SW1/4
Section 14, The East fifty feet (50') of Tract A lying North of American
Falls Reservoir District No. 2 Lateral No. 27

Township 8 South, Range 19 East, Jerome County, Idaho.
Section 18, Tract A

EXHIBIT "C"

Township 8 South, Range 19 East, Jerome County, Idaho

Section 14. NE1/4NE1/4, Tract A

EXCEPT: The East fifty feet (50') of Tract A lying North of American

Falls Reservoir District No. 2 Lateral No. 27

Section 11 NW1/4SE1/4, S1/2SE1/4

ACKNOWLEDGEMENT OF NONINTEREST

THIS AGREEMENT is made effective the 27th day of January, 2012, by CASEY MILLER ("Casey" herein) and CARRIE MILLER ("Carrie herein").

WHEREAS, Casey and Carrie entered into a written agreement with Sherry A. Caughey ("Sherry" herein) dated December 22, 2000, which was recorded January 3, 2001, as Instrument No. 2010033, records of Jerome County Recorder ("the Agreement" herein); and

WHEREAS, since the date of the Agreement, the Trust referred to in the Agreement was amended by the Trust Grantor and the real property described therein and on Exhibit "A" attached hereto ("the Real Property" herein) was conveyed by the Trustee (Clarence E. Miller) to Sherry as her sole and separate property, by Quitclaim Deed dated October 11, 2002, and re-recorded on November 12, 2002, as Instrument Number 2025834, records of Jerome County Recorder; and Casey and Carrie wish to memorialize herein that they have no interest of any kind in the Real Property.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. Casey Miller and Carrie Miller hereby acknowledge and agree that they hold no right, title, lien, security interest or other interest in or to the Real Property described on Exhibit "A" attached hereto; and by their signatures below, Casey and Carrie further acknowledge and agree that Sherry holds the Real Property free and clear of any right, title or interest of any kind of theirs. For the avoidance of doubt, Casey and Carrie further release, waive and relinquish any right of first refusal to purchase the Real Property that they may otherwise have under the Agreement.

2. This agreement shall be binding upon the parties hereto and their heirs, successors and assignees.

DATED effective as of the day and year first written above.

Instrument # 2120446

JEROME COUNTY, JEROME, IDAHO

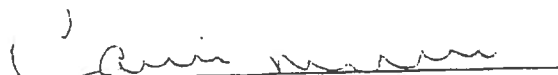
2-2-2012 09:56:36 No. of Pages: 3

Recorded for : JEFFREY E ROLIG PC

MICHELLE EMERSON Fee: 16.00

Ex-Officio Recorder Deputy 


Casey Miller


Carrie Miller

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 27th day of January, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Casey Miller, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

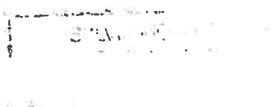


Debra Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho
Commission Expires: 09-23-2017

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 27th day of January, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Carrie Miller, known or identified 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 hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Debra Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho
Commission Expires: 09-23-2017

EXHIBIT "A"
TO
WAIVER OF RIGHTS AND INTEREST

Real property situated in Jerome County, Idaho, and more particularly described as follows:

Township 8 South, Range 19 East, Boise Meridian, Jerome County, Idaho

Section 11: NWSE, S½SE

Section 12: SWSW, S½SESW

Section 13: Tract A, and Tract B lying N. of Canal #27, Lots 3, 4 and 5, and NWNW

Section 14: Tract A, NENE

Township 8 South, Range 20 East, Boise Meridian, Jerome County, Idaho

Section 18: Tract A

QUITCLAIM DEED Instrument # 2025227

JEROME COUNTY, JEROME, IDAHO
2002-10-15 10:36:14 No. of Pages: 3
Recorded for: JEFFREY ROLIG
CHERYL WATTS Fee: 9.00
Ex-Officio Recorder Deputy *Cheryl*

KNOW ALL MEN BY THESE PRESENTS,

That CLARENCE E. MILLER, as surviving Trustee of The Miller Family Trust dated November 12, 1992, and as Trustee of The Marital Trust established under The Miller Family Trust; and SHERRY M. CAUGHEY, as Trustee of The Family Trust established under The Miller Family Trust, Grantors, hereby convey, release, remise and forever quitclaim all their right, title and interest unto SHERRY M. CAUGHEY, Grantee, whose address is 3682 South Hampshire Circle, West Valley, UT 84119, as her sole and separate property, in and to the real property in Jerome County, Idaho, particularly described on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, We have signed this Deed this 11th day of October, 2002.

ReRecord

Instrument # 2025262
JEROME COUNTY, JEROME, IDAHO
2002-10-17 12:01:29 No. of Pages: 3
Recorded for: JEFFREY ROLIG
CHERYL WATTS Fee: 9.00
Ex-Officio Recorder Deputy *Cheryl*

AMENDED AND RE-RECORDED
TO CORRECT LEGAL DESCRIPTION
ON EXHIBIT "A."

ReRecord

Instrument # 2025834
JEROME COUNTY, JEROME, IDAHO
2002-11-14 10:23:26 No. of Pages: 3
Recorded for: JEFFREY ROLIG
CHERYL WATTS Fee: 9.00
Ex-Officio Recorder Deputy *L*

Clarence E. Miller
CLARENCE E. MILLER, as surviving
Trustee of The Miller Family Trust,
dated November 12, 1992

Clarence E. Miller
CLARENCE E. MILLER, as Trustee
of The Marital Trust established under
The Miller Family Trust

Sherry M. Caughey
SHERRY M. CAUGHEY, as Trustee of
The Family Trust established under The
Miller Family Trust

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 11th day of October, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared CLARENCE E. MILLER, known to me to be the Trustee of The Miller family Trust, dated November 12, 1992; and known to me to be the Trustee of the Marital Trust established under The Miller Family Trust, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Trust.

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



Jeffrey E. Rolig
NOTARY PUBLIC
Residing in: Twin Falls, ID
Comm. Expires: 2-6-04

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 11th day of October, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared SHERRY M. CAUGHEY, known to me to be the Trustee of The Family Trust, established under The Miller Family Trust, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the Trust.

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



Jeffrey E. Rolig
NOTARY PUBLIC
Residing in: Twin Falls, ID
Comm. Expires: 2-6-04

EXHIBIT "A" TO QUITCLAIM DEED

Township 8 South, Range 19 East, Boise Meridian, Jerome
County, Idaho.

Section 11: ~~NWSE~~ ^{NWSE, CM, EME} S1/2SE

Section 12: SWSW, S1/2SESW

Section 13: Tract A, and Tract B lying N. of Canal #27, Lots 3,
4 and 5, and NWNW.

Section 14: Tract A, NENE

Township 8 South, Range 20 East, Boise Meridian, Jerome
County, Idaho.

Section 18: Tract A