

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

DEC 30 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

December 30, 2011

Allen Merritt
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Re: MVCP LLC

Dear Mr. Merritt:

It is the desire of MVCP LLC to create a large permissible place of use with the water rights currently included in two existing PPUs. The ownership of the water rights will be changed to coincide with property owners. The ownership change will be accomplished with separate Change of Ownership forms. The Burley Irrigation District and the Searle's have a transport agreement that allows the Searle's to utilize Burley Irrigation District's canal as transports of ground water for irrigation purposes.

The water rights that will be included in the permissible place of use are 45-690, 45-691, 45-2383, 45-7004, 45-7118, 45-7125, 45-7186A, 45-7317, 13904, 45-13981 and 45-13982. There are three new POD that will be included in the PPU. A new proposed well to be drilled on the north side of the canal in 11S 23E Sec 26 SESESE. An existing well located at 11S 24E Sec 32 NWNENE. An old well casing located at 11S 24E Sec 32 SENWNW that will be updated and utilized for irrigation purposes. These wells and all existing wells will be utilized in the most economical way possible and to be utilized as back up wells when needed. The period of use and beneficial use of all the water rights will not be changing. Diversion of water from the four points of diversion located in Section 32, T11S, R23E, in the Oakley-Kenyon Critical Groundwater Area, shall not exceed a total annual diversion volume of 2560 afa.

Analysis with the ESPA Model was performed based on the hypothetical scenario of 294.0 acres of land being irrigated from the new proposed well located on the north side of the canal in 11S 23E Sec 26 SESESE. The new well is located in the 092049 model cell. The water was modeled to come from model cell 094051, which is the centroid cell for the current irrigation wells utilized with the current water rights. The ESPA Model analysis was requested and model cells were chosen by Corey Skinner and Allen Merritt of IDWR at a meeting on December 2, 2010 with Brockway Engineering. The

CHARLES E.
BROCKWAY,
PH.D., P.E.

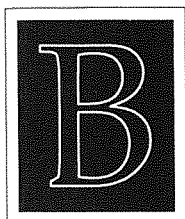
CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506



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conclusion of the ESPA Model analysis is that no mitigation or negative effects would result in pumping sufficient water for the 294.0 acres from the proposed new well.

An aerial map is attached with this application that identifies the proposed PPU (red), POU (white), current 145 acres of irrigation water in the water supply bank (yellow), current 88 acres of S/C in the Water Supply Bank that is rented back as irrigation water (green), recently additional 51 acres leased to the Water Supply Bank (blue) and the proposed POD locations for the PPU.

It is anticipated that in the future, the MCVP will withdraw acres from the Water Supply Bank and create new pivots within the proposed PPU. At that time, a new POU shape will be provided to IDWR.

Warranty deeds for property covered by the PPU are provided with the transfer application.

Farm Credit is requesting that before they can sign a notarized statement of agreement to the transfer. They need a transfer number that has been assigned to the application. Therefore, after IDWR has received this application. Contact me and inform me of the transfer number for this application and I will get a notarized letter of agreement from Farm Credit and submit it to IDWR.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., E.I.T.

Cc: Craig Searle

Enc: Transfer Application, Warranty Deeds, Exhibit B, C, D, E, Ownership Agreement, ESPA Model Analysis, Transportation Agreement, Annual Reports, Aerial Map, Check # 10498 for \$3380.00.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR:

1951

TRANSFER NAME:

SEASON

SUMMER

ENTER CELL LOCATIONS:

TO CELL

FROM1 CELL

FROM2 CELL

FROM3 CELL

ROW

92

94

COLUMN

49

51

294.0 Acres

4.00

1178.0 AFA

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 2001	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2001	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2002	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2003	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2004	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2005	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2006	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2007	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2008	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2009	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2010	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SUM 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
WIN 2011	0.0	392.0	392.0	0.0	0.0	0.0	0.0
SPR 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2012	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2013	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2014	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2015	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2016	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2017	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2018	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2019	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2020	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2021	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2022	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2023	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2024	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SUM 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
WIN 2025	392.0	0.0	392.0	0.0	0.0	0.0	0.0
SPR 2026	392.0	0.0	392.0	0.0	0.0	0.0	0.0

Information

Trimester	1	2	Trimester)
Annual			AF/T:

ONLINE ZUMMER: Independent Literature

Transfer 1 :

294 Across

WR No.	Div Rate (CFS)	Con. Vol. (AF)	No. of Irr Acres	Priority Date	POD Location	Dedicated Vol. AF/A FT	Model Node
Transfer 1: Proposed Steady State Impacts following Transfer							

Transfer 1: Proposed Steady State Impacts following Transfer

Transfer: Worst Case Transient State Impacts following Transfer

100.0%	Pre-S3	1178.0 AFA	294.0 Acres	Dried Up
100.0%	Post-S3	1178.0 AFA	294.0 Acres	Transferred

Added to Reserve	Moved to Shelf	Shelf to Nr Back	Nr Back To Newly	Newly to Minidoka	Dev Wbl To Shelf	Shelf to 1000 Spr	1000 Spr Mailed	Mailed to Bancroft
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Pre-S3	4.22	4.87	36.66	128.90	60.63	81.10	29.21	18.34	1.98	10.78	0.04
Post-S3	4.20	4.88	36.42	128.11	60.30	81.18	29.20	18.33	1.99	10.76	0.04
Pre-T3	4.22	4.87	36.66	128.90	60.63	81.10	29.21	18.34	1.98	10.78	0.04
Post-T3	4.20	4.88	36.42	128.11	60.30	81.18	29.20	18.33	1.99	10.76	0.04

Steady State Analysis											
Mitigation Check 1: > 10% of Historical	-0.4%	-0.4%	-0.4%	-0.4%	-0.0%	0.1%	0.0%	-0.1%	-0.1%	-0.1%	-0.1%
Mitigation Check 2: > 2 AFT	0.0	0.0	-0.1	-0.0	-0.3	0.002	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3: > 10% of Total	1.1%	1.3%	0.5%	33.5%	18.0%	21.2%	7.6%	4.8%	0.5%	4.4%	0.2%
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (cc-ft)	0.0	0.0	-0.1	-0.0	-0.3	0.1	0.0	0.0	0.0	0.0	0.0

Transient State Analysis	Mitigation Check 1 > 10% of Historical	-0.4%	-0.4%	-0.4%	-0.4%	-0.0%	0.1%	0.0%	-0.1%	-0.1%	-0.1%	-0.1%
	Mitigation Check 2 > 2 AFT	0.0	0.0	-0.1	-0.5	-0.3	0.1	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Required (ac-ft)	0.0	0.0	-0.1	-0.5	-0.3	0.1	0.0	0.0	0.0	0.0	0.0

Read Me

Transfer 2 :

WR No.	Div Rate (CFS)	Con. Vol. (AFA)	No. of Ir. Across	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Transfer: Proposed Steady State Impacts following Transfer

Transfer 1: Worst Case Transient State Impacts following Transfer

Impact by Reach (AF/Trimester)										
100%	Ashton to Rendburg	Holme to Shelley	Shelley to Nr Bickitt	Nr Bickitt to Neaseley	Neaseley to Middington	Dev. Wtd. To Bickitt	Buhl to 1000 Spr	1000 Spr to 1000 Spr	Maiden	Maiden to

Pre-S3	
Post-S3	
Pre-T3	
Post-T3	

[illegible][illegible]

Transfer 3:

WRI No.	Div. Rate (CFS)	Can. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Transfer: Proposed Steady State Impacts following Transfer

Transfer: Worst Case Transient State Impacts following Transfer

Impact by Reach (AF/Triweekly)										
Ashley to Rabara	Helen to Shelley	Shelley to Mr Black	Mr Black to Nesley	Nesley to Minickla	Dev. Wbl. To RdH	BuH to Kane	Kapr	Kapr to Apt-d	Maled	Maled to

Pre-S3	
Post-S3	
Pre-T3	
Post-T3	

[illegible][illegible]

Evaluation of Overall Mitigation Requirements per Reach Steady State and Transient State and Off-Setting Benefits (Sum of reach debits only where mitigation is required and credits)

Carry out one way analysis. If reach depletions go up, it is a debit, if they go down, it is a credit. Sum all debits, only where mitigation is required (dark yellow), and all credits (light yellow). Mitigation is required for the full amount of the summed values if greater than zero.

Steady state analysis represents permanent mitigation requirements at future steady state (or last timestep from the ESPAM Transfer Tool model run).

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

	Ashion to Reaburg	Holte to Shelby	Shelby to Nr Bickft	Nr Bickft To Nealey	Nealey to Minidoka	Dev. Wtd. To Buft	Buft to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Mated	Mated to Mated to Bancroft
1	0.0	0.0	-0.1	-0.8	-0.3	0.1	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary:	0.0	0.0	-0.1	-0.8	-0.3	0.0	0.0	0.0	0.0	0.0

Evaluation of transient state mitigation requirement is not comprehensive across all time steps. Instead this evaluation finds the maximum stream depletion following the start of the transfer and looks at depletion amounts from that time step. In many instances this depletion is greater than the depletion associated with the steady state condition or final time step. This evaluation is merely an indicator of whether transient depletions must be considered, not an indicator of all transient impacts.

	Ashion to Reaburg	Holte to Shelby	Shelby to Nr Bickft	Nr Bickft To Nealey	Nealey to Minidoka	Dev. Wtd. To Buft	Buft to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Mated	Mated to Mated to Bancroft
1	0.0	0.0	-0.1	-0.8	-0.3	0.1	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary:	0.0	0.0	-0.1	-0.8	-0.3	0.1	0.0	0.0	0.0	0.0

Evaluation of Permanent Mitigation Efforts (non-use, surface consolidation, etc.) in Addition to Off-Setting Transfer(s) at Steady State and Transient State (Values in Units)

Set Aside 1 (Non-Use/Desiccation):

WR No.	Div. Rate (CF3)	Con. Vol. (AF)	No. of Tr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

	Ashion to Reaburg	Holte to Shelby	Shelby to Nr Bickft	Nr Bickft To Nealey	Nealey to Minidoka	Dev. Wtd. To Buft	Buft to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Mated	Mated to Mated to Bancroft
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Pre-SS										
Post-SS										
Pre-TS										
Post-TS										

Read Me

SS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Evaluation of Overall Mitigation Requirements per Reach Steady State Only (Sum of reach debits only where mitigation is required and credits)

	Ashion to Reaburg	Holte to Shelby	Shelby to Nr Bickft	Nr Bickft To Nealey	Nealey to Minidoka	Dev. Wtd. To Buft	Buft to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Mated	Mated to Mated to Bancroft
Total 1-Way Transfer Depletions:	0.0	0.0	-0.1	-0.8	-0.3	0.0	0.0	0.0	0.0	0.0
Total Mitigation Efforts:	0.0	0.0	-0.1	-0.8	-0.3	0.0	0.0	0.0	0.0	0.0

IRRIGATION SYSTEM AND WATER USE AGREEMENT

This Agreement is made this 22 day of December, 2011 between:

MVCP: MVCP, LLC, an Idaho Limited Liability Company, whose members and managers are Cloyd R. Searle, Kent R. Searle, Craig E. Searle, Clifford L. Searle, and Kelly C. Searle.

MOO VIEW: Moo View Cow Palace, an Idaho partnership, whose partners are Cloyd R. Searle and Gwendolyn F. Searle, husband and wife, Kent R. Searle and Marilyn Searle, husband and wife, Craig E. Searle and Beverly J. Searle, husband and wife, Clifford L. Searle and Terri Louise Searle, husband and wife, Kelly C. Searle and Shawna Searle, husband and wife.

RAYMOND: Raymond Clayson Searle and Sharol Joy Searle, husband and wife.

CLOYD: Cloyd R. Searle and Gwendolyn F. Searle, husband and wife.

CLOYD TRUST: Cloyd R. Searle Family Trust dated November 29, 1994, whose Trustees are Cloyd R. Searle and Gwendolyn F. Searle.

KELLY: Kelly C. Searle and Shawna Searle, husband and wife.

KELLY TRUST: The Kelly C. Searle Family Trust dated April 28, 1994, whose Trustees are Kelly C. Searle and Shawna Searle.

CRAIG: Craig E. Searle and Beverly J. Searle, husband and wife.

CRAIG TRUST: The Craig E. Searle Family Trust dated January 18, 1995, whose Trustees are Craig E. Searle and Beverly J. Searle.

CLIFFORD: Clifford L. Searle and Terri Louise Searle, husband and wife.

CLIFFORD TRUST: The Clifford L. Searle Family Trust dated January 2, 1998, whose Trustees are Clifford L. Searle and Terri Louise Searle.

KENT: Kent R. Searle and Marilyn Searle, husband and wife.

KENT TRUST: The Kent R. Searle Family Trust dated August 23, 1994, whose Trustees are Kent R. Searle and Marilyn Searle.

RECITALS

The numbers of the water rights referred to in this Agreement are those numbers assigned by the Idaho Department of Water Resources. The water rights subject to this Agreement are:

.1 The following water rights owned by Cloyd, Kent, Clifford, Craig, Raymond, and Kelly:

45-13981

45-13982

45-7118

45-7125

45-7317

.2 The following water right owned by Cloyd, Kent, Clifford, Craig, Raymond and Kelly:

45-2383

.3 The following water rights owned by MVCP:

45-13904

45-690

45-691

45-7004

45-7186A

For the purposes of this Agreement, all of the above described water rights shall be referred to as "water rights".

The real property subject to this Agreement is as follows:

- That real property owned by Raymond described on Exhibit A attached.
- That real property owned by the Cloyd Trust described on Exhibit B attached.
- That real property owned by the Craig Trust described on Exhibit C attached.
- That real property owned by the Clifford Trust described on Exhibit D attached.
- That real property owned by the Kent Trust described on Exhibit E attached.

- That real property owned by the Kelly Trust described on Exhibit F attached.
- That real property owned by MVCP described on Exhibit G attached.

For the purposes of this Agreement, all of the foregoing real property shall be referred to as "real property".

The above described owners of the water rights and real property operate a common irrigation system. The owners of the real property and water rights desire to amend the places of use of the water rights so that all of the water rights can be used for irrigation on all of the real property.

The parties desire to set forth their agreement in writing.

Based upon the foregoing which constitutes substantial and material consideration for this Agreement and for other consideration received but not recited, the parties agree:

1. **OWNERSHIP OF REAL PROPERTY:** Nothing in this Agreement affects the ownership of the real property and the ownership of the real property shall remain as described above.

2. **OWNERSHIP OF WATER RIGHTS:** Cloyd, Kent, Clifford, Craig, and Kelly agree to file forms and documents as required by the Idaho Department of Water Resources in order to transfer ownership of the water rights in each of their names into the name of each named person's respective Trust.

3. **PLACE OF USE:** All parties agree that the place of use of the water rights shall be all of the real property described on Exhibits A through G.

4. **APPLICATION TO DEPARTMENT OF WATER RESOURCES:** The parties shall cooperate with one another in making an application for change in place of use with the Idaho Department of Water Resources, to conform with this Agreement.

5. **MANAGEMENT OF IRRIGATION SYSTEM:** The irrigation system located on the real property and the delivery of water to the real property shall be managed by MVCP. The costs incurred in the management of the irrigation system and maintenance of the irrigation system shall be as set forth in leases entered into between the owners of the real property and Moo View.

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3 6. **PERPETUAL AGREEMENT**: This Agreement shall commence the date of signing by all
4 parties and shall be perpetual in time unless terminated as provided herein.

5 7. **TERMINATION OF AGREEMENT**: Any owner of a water right and/or real property
6 may terminate that owner's participation in this Agreement by notifying all other parties, in writing, of
7 said termination. Termination may not take place between March 1st and November 30th of any year.
8 In the event of termination, the terminating owner must:

9 7.1. Reach an agreement with all other owners concerning financial reimbursement to
10 be made as a result of costs incurred in the maintenance and management of the irrigation system.

11 7.2. Apply to the Idaho Department of Water Resources for a change in place of use of
12 the owner's water rights. All costs of application shall be paid by the terminating owner.

13 7.3. Termination shall not be effective until the Idaho Department of Water Resources
14 approves the proposed change in place of use.

15 Termination of this Agreement by one owner shall not effect this Agreement as to the
16 remaining owners.

17 8. **HEIRS AND SUCCESSORS BOUND**: This Agreement shall be binding upon the
18 successors, heirs, personal representatives, and assigns of the parties hereto.

19 9. **ATTORNEY'S FEES**: The prevailing party in any suit or action arising under this
20 Agreement for the enforcement or interpretation thereof shall be entitled, in addition to all costs and
21 damages that might be awarded, such further sum as shall be determined a reasonable attorney's fee for
22 the prosecution of or the defense of such action.

23 MVCP, LLC, an Idaho Limited Liability Company

24 BY 
25 Cloyd R. Searle, member

26 BY 
27 Kent R. Searle, member
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BY Craig E. Searle
Craig E. Searle, member

BY Clifford L. Searle
Clifford L. Searle, member

BY Kelly C. Searle
Kelly C. Searle, member

STATE OF IDAHO }
County of Cassia } ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE, KENT R. SEARLE, CRAIG E. SEARLE, CLIFFORD L. SEARLE, and KELLY C. SEARLE**, known or identified to me to be the members of MVCP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/3/2014

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Raymond Clayson Searle
Raymond Clayson Searle

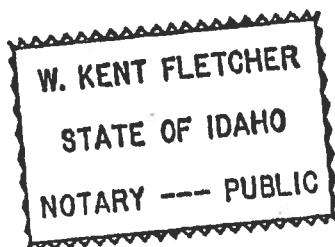
Sharol Joy Searle
Sharol Joy Searle

STATE OF IDAHO

County of Cassia

} ss

On this 22 day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON SEARLE** and **SHAROL JOY SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



[Signature]
Notary Public for Idaho
Residing at Burley
My commission expires on 10-13-16


Cloyd R. Searle


Gwendolyn F. Searle

The Cloyd R. Searle Family Trust
dated November 29, 1994

BY 
Cloyd R. Searle, Trustee

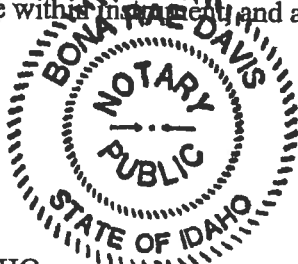
BY 
Gwendolyn F. Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE** and **GWENDOLYN F. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



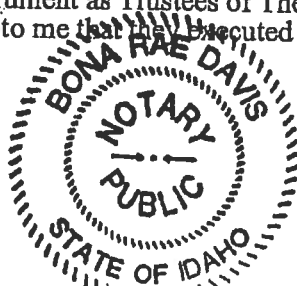

Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLOYD R. SEARLE** and **GWENDOLYN F. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Cloyd R. Searle Family Trust dated November 29, 1994 and acknowledged to me that they executed the same as such Trustees.




Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Kelly C. Searle
Kelly C. Searle

Shawna Searle
Shawna Searle

The Kelly C. Searle Family Trust dated April 28, 1994

BY Kelly C. Searle
Kelly C. Searle, Trustee

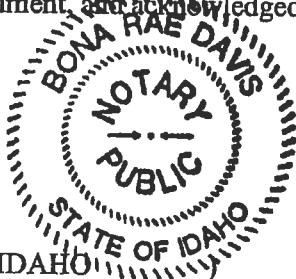
BY Shawna Searle
Shawna Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

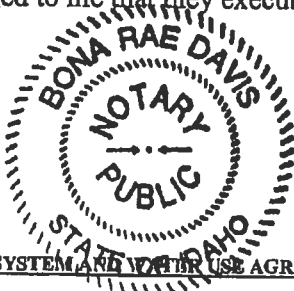
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KELLY C. SEARLE** and **SHAWNA SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kelly C. Searle Family Trust dated April 28, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis

Notary Public for Idaho

Residing at Burley

My commission expires on 7/5/2014

Craig E. Searle
Craig E. Searle

Beverly J. Searle
Beverly J. Searle

The Craig E. Searle Family Trust
dated January 18, 1995

BY Craig E. Searle
Craig E. Searle, Trustee

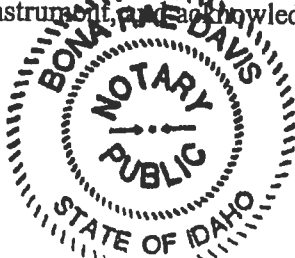
BY Beverly J. Searle
Beverly J. Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE and BEVERLY J. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



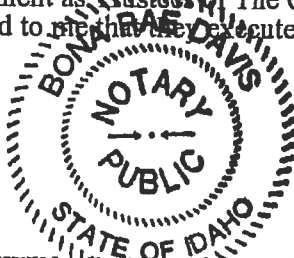
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 20th day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRAIG E. SEARLE and BEVERLY J. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Craig E. Searle Family Trust dated January 18, 1995 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Clifford L. Searle
Clifford L. Searle

Terri Louise Searle
Terri Louise Searle

The Clifford L. Searle Family Trust
dated January 2, 1998

BY Clifford L. Searle
Clifford L. Searle, Trustee

BY Terri Louise Searle
Terri Louise Searle, Trustee

STATE OF IDAHO

County of Cassia

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE and TERRI LOUISE SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

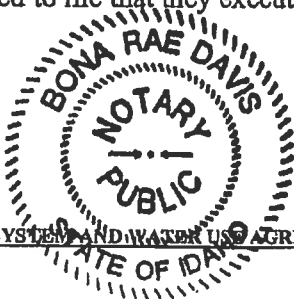


Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **CLIFFORD L. SEARLE and TERRI LOUISE SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Clifford L. Searle Family Trust dated January 2, 1998 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Kent R. Searle
Kent R. Searle

Marilyn Searle
Marilyn Searle

**The Kent R. Searle Family Trust
dated August 23, 1994**

BY Kent R. Searle
Kent R. Searle, Trustee

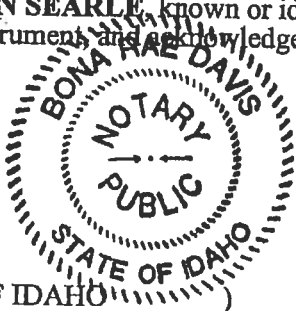
BY Marilyn Searle
Marilyn Searle, Trustee

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



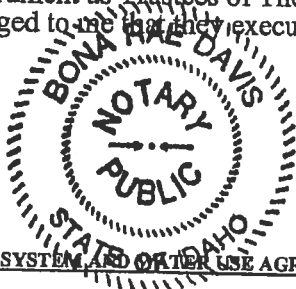
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT R. SEARLE and MARILYN SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of The Kent R. Searle Family Trust dated August 23, 1994 and acknowledged to me that they executed the same as such Trustees.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Moo View Cow Palace, an Idaho partnership

BY Cloyd R. Searle
Cloyd R. Searle, partner

BY Gwendolyn F. Searle
Gwendolyn F. Searle, partner

BY Kent R. Searle
Kent R. Searle, partner

BY Marilyn Searle
Marilyn Searle, partner

BY Craig E. Searle
Craig E. Searle, partner

BY Beverly J. Searle
Beverly J. Searle, partner

BY Clifford W. Searle
Clifford W. Searle, partner

BY Ferri Louise Searle
Ferri Louise Searle, partner

BY Kelly C. Searle
Kelly C. Searle, partner

BY Shawna Searle
Shawna Searle, partner

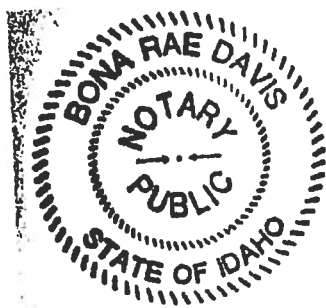
STATE OF IDAHO

County of Cassia

} ss

On this 21st day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared CLOYD R. SEARLE, GWENDOLYN F.

SEARLE, KENT R. SEARLE, MARILYN SEARLE, CRAIG E. SEARLE, BEVERLY J. SEARLE, CLIFFORD L. SEARLE, TERRI LOUISE SEARLE, KELLY C. SEARLE and SHAWNA SEARLE, known or identified to me to be the partners or one of the partners of the partnership of Moo View Cow Palace, and the partners or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.



Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

EXHIBIT A

PARCEL 1

The South one-half of each the following described two tracts:

Tract 1:

Township 11 South, Range 24 EBM, Section 28: SW 1/4,

Tract 2:

Township 11 South, Range 24 EBM, Section 28: W1/2 SE 1/4

PARCEL 2

Township 11 South, Range 24 E.B.M. Section 28: SE 1/4 of the
SE 1/4

All in Cassia County, Idaho.

EXHIBIT B

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: SE¼

EXHIBIT C

PARCEL 1:

The North one-half of each the following described two tracts:

Tract 1

Township 11 South, Range 24 E.B.M., Section 28: SW 1/4,

LESS Tax 5357, which is described as: Part of the SW 1/4 Beginning at the NW corner of the said SW 1/4; Thence South 500 feet to the Point of Beginning; Thence East 225 feet to a point; Thence South 600 feet to a point; Thence West 225 feet to point; Thence North 600 feet to the point of Beginning;

ALSO LESS Township 11 South, Range 24 E.B.M. Section 28: Starting at the NW corner of the SW 1/4 of Section 28 (point of beginning); thence 200 feet East; thence 375 feet South; Thence 200 West; Then 375 feet North to the point of beginning.

Tract 2

Township 11 South, Range 24, E.B.M., Section 28: W 1/2 SE 1/4

PARCEL 2:

Township 11 South, Range 24 E.B.M. Section 28: NE 1/4 of the SE 1/4

All in Cassia County, Idaho.

EXHIBIT D

Township 11 South, Range 24 East Boise Meridian, Cassia County, Idaho

Section 30: That portion of the SE $\frac{1}{4}$ which lies South of the Canal; and that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ which lies North of the Canal

EXHIBIT E

Township 11 South, Range 23 East Boise Meridian, Cassia County, Idaho

Section 32: NE¼

EXHIBIT F

Parcel No. 1:

TOWNSHIP 12 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

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

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: SE $\frac{1}{4}$, SAVE AND EXCEPT part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a 1/2 inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence south 87°31'42" East for a distance of 3.09 feet to a 1/2 inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a 1/2 inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a 1/2 inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a 1/2 inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

Section 32: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$, S $\frac{1}{4}$, EXCEPT the following described tracts:

Tract No. 1:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of Section 33, said corner marked by a 1 1/2 inch iron pipe with cap; Thence South 00°00'00" East along the East line of Section 33 for a distance of 201.24 feet to the Point of Beginning;
Thence South 00°00'00" East along the East line of Section 33 for a distance of 249.95 feet;
Thence South 87°17'42" West for a distance of 18.85 feet to a 1/2 inch rebar;
Thence South 87°17'42" West for a distance of 569.30 feet to a 1/2 inch rebar;
Thence North 07°07'09" East for a distance of 270.98 feet to a 1/2 inch rebar;
Thence North 89°05'16" East for a distance of 532.28 feet to a 1/2 inch rebar;
Thence North 89°05'16" East for a distance of 21.70 feet to the Point of Beginning.

Tract No. 2:

Part of the NE¼, more particularly described as follows:

Beginning at the Northeast section corner of said Section 33 said corner marked by a U.S.R.S. iron pipe which shall be the Point of Beginning;

Thence South 00°25'06" West (S 00°00'00" East rec.) along the East section line for a distance of 201.24 feet;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 21.70 feet to a ½ inch rebar;

Thence South 89°30'22" West (S 89°05'16" West rec.) for a distance of 532.28 feet to a ½ inch rebar;

Thence South 07°32'16" West (S 07°07'09" West rec.) for a distance of 270.98 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 569.30 feet to a ½ inch rebar;

Thence North 87°42'47" East (N 87°17'42" East rec.) for a distance of 18.85 feet to the East section line;

Thence South 00°25'06" West along said line for a distance of 648.81 feet to a ½ inch rebar;

Thence South 89°40'25" West for a distance of 1520.24 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 1075.00 feet to a ½ inch rebar;

Thence North 00°25'06" East for a distance of 25.00 feet to the North section line;

Thence North 89°40'25" East along said line for a distance of 1520.24 feet to the Point of Beginning.

Tract No. 3:

Part of the NW¼SW¼, more particularly described as follows:

Beginning at the West ¼ section corner of said Section 33 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap which shall be the Point of Beginning;

Thence North 89°56'46" East along the North line of the NW¼SW¼ for a distance of 695.69 feet to a ½ inch rebar;

Thence South 00°06'36" West for a distance of 313.07 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 670.69 feet to a ½ inch rebar;

Thence South 89°56'46" West for a distance of 25.00 feet to the West line of the NW¼SW¼;

Thence North 00°06'36" East along said line for a distance of 313.07 feet to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: W½NW¼

Section 5: E½NE¼, SE¼, SW¼SW¼, NE¼SW¼, W½NW¼, NW¼SW¼, Lots 2 & 3, SE¼NW¼, SW¼NE¼ SAVE AND EXCEPT a part of the NW¼NW¼ described as follows:

Beginning at the Northwest section corner of said Section 5 said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap; Thence South 89°15'37" East along the North section line for a distance of 328.27 feet to a ½ inch rebar which shall be the Point of Beginning.

Thence South 89°15'37" East continuing along said line for a distance of 425.77 feet;

Thence South 00°44'23" West for a distance of 4.88 feet to a ½ inch rebar;

Thence South 49°43'57" West for a distance of 603.01 feet to a ½ inch rebar;

Thence North 04°55'16" East for a distance of 401.62 feet to the Point of Beginning.

Section 6: All

Section 7: N½, N½SW¼, SE¼

Section 8: NE¼, NW¼NW¼, SW¼SW¼

Parcel No. 2:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E $\frac{1}{4}$ N $\frac{1}{4}$ E $\frac{1}{4}$

Section 32: N $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{4}$

Section 33: NW $\frac{1}{4}$

Parcel No. 3:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 31, said corner marked by a 5/8 inch rebar; Thence North 1°12'48" East along section line for 354.16 feet to a P. K. Nail; Thence North 87°31'42" West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North 87°31'42" West for a distance of 130.68 feet to a 1/2 inch rebar;
Thence North 01°12'48" East for a distance of 400.00 feet to a point;
Thence South 87°31'42" East for a distance of 3.09 feet to a 1/2 inch rebar;
Thence South 87°31'42" East for a distance of 246.67 feet to a 1/2 inch rebar on section line;
Thence South 01°12'48" West along section line for a distance of 321.69 feet to a 1/2 inch rebar;
Thence North 87°31'42" West for a distance of 119.08 feet to a 1/2 inch rebar;
Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, said corner marked by a 5/8 inch rebar; Thence North 01°11'13" East along the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 623.37 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North 01°11'13" East continuing along said line for a distance of 184.45 feet to a 1/2 inch rebar;
Thence North 01°11'13" East continuing along said line for a distance of 15.75 feet to the centerline of the "J" Canal;
Thence South 71°06'01" East along said centerline for a distance of 263.37 feet;
Thence South 20°12'36" West for a distance of 16.02 feet to a 1/2 inch rebar;
Thence South 20°12'36" West for a distance of 223.08 feet to a 1/2 inch rebar;
Thence North 69°23'47" West for a distance of 77.04 feet to a 1/2 inch rebar;
Thence North 50°06'29" West for a distance of 128.51 feet to the Point of Beginning.

Section 20: Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the South quarter section corner of Section 20, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence North 89°55'49" West (South 89°58'05" West rec.) along the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 12.92 feet to the East right-of-way of a county road;
Thence North 00°13'23" East along said right-of-way for a distance of 641.87 feet to the South line of the Hillsdale Highway District Property;
Thence North 00°13'23" East along said right-of-way for a distance of 689.15 feet to the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°55'38" East (North 89°49'45" East and North 89°47'12" East rec.) along said line for a distance of 35.32 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ marked by a 5/8 inch rebar;
Thence North 89°52'29" East (North 89°54'43" East rec.) along the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 5.61 feet (8.50 feet rec.) to a 1/2 inch rebar;
Thence South 01°03'46" West (South 01°04'32" West rec.) for a distance of 1290.30 feet (1290.75 feet rec.);
Thence South 01°03'46" West for a distance of 41.00 feet to a 1/2 inch rebar on the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°55'01" West (South 89°55'47" West rec.) along said line for a distance of 8.50 feet to the Point of Beginning.

Section 32: W¼ of Section 32, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at a point 25 feet North and 25 feet East of the Southwest corner of said Section 32;
Thence North 150 feet;
Thence East 250 feet;
Thence South 150 feet;
Thence West 250 feet to the Point of Beginning.

Tract No. 2:

Beginning at the W¼ section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; Thence North 00°28'49" West along the West line of Section 32 for a distance of 347.35 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°28'49" West along the West line of Section 32 for a distance of 315.71 feet to a ½ inch rebar;
Thence North 89°31'28" East for a distance of 321.51 feet to a ½ inch rebar;
Thence South 01°18'11" West for a distance of 315.83 feet to a ½ inch rebar;
Thence South 89°31'06" West for a distance of 311.69 feet to the Point of Beginning.

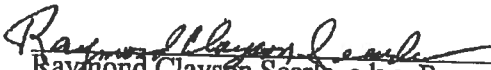
TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

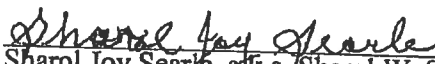
Section 26: E¼NE¼ and SW¼NE¼
Section 26: That part of the S¼ lying North of "J" or Government Third Lift Canal
Section 26: That part of the SE¼ lying South of "J" or Government Third Lift Canal
Section 35: NE¼ and N¼SE¼

ADDENDUM TO
IRRIGATION SYSTEM AND WATER USE AGREEMENT

This Addendum to the Irrigation System and Water Use Agreement attached hereto is made by **RAYMOND C. SEARLE and SHAROL W. SEARLE, as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993**. Following preparation of the attached Agreement, it was discovered that Raymond Clayson Searle, also known as Raymond C. Searle and Sharol Joy Searle, also known as Sharol W. Searle, husband and wife, had deeded the real property described on Exhibit A attached to the Agreement to the Raymond C. Searle Family Trust, dated December 23, 1993, pursuant to a Quitclaim Deed dated April 7, 1999 and recorded April 12, 1999 as Instrument No. 262044, records of Cassia County, Idaho.

Raymond C. Searle and Sharol W. Searle, as Co-Trustees of the Raymond C. Searle Family Trust, dated December 23, 1993, agree to be bound by all terms and conditions of the Irrigation System and Water Use Agreement and agree to file forms and documents as required by the Idaho Department of Water Resources so that the water rights held in their names, as individuals, shall be transferred into the name of the Raymond C. Searle Family Trust.


Raymond Clayson Searle, a.k.a. Raymond C. Searle


Sharol Joy Searle, a.k.a. Sharol W. Searle

**Raymond C. Searle Family Trust
dated December 23, 1993**

BY 
Raymond C. Searle, Trustee

BY 
Sharol Joy Searle, Trustee

W

STATE OF IDAHO

County of Cassia

ss

On this 22 day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RAYMOND CLAYSON SEARLE**, also known as **RAYMOND C. SEARLE** and **SHAROL JOY SEARLE**, also known as **SHAROL W. SEARLE**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

W. KENT FLETCHER
STATE OF IDAHO
NOTARY --- PUBLIC

Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-14

STATE OF IDAHO

County of Cassia

ss

On this 22 day of December, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RAYMOND C. SEARLE** and **SHAROL W. SEARLE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustees of the Raymond C. Searle Family Trust dated December 23, 1993 and acknowledged to me that they executed the same as such Trustees.

W. KENT FLETCHER
STATE OF IDAHO
NOTARY --- PUBLIC

Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-16