



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

December 28, 2011

MVCP, LLC
c/o BROCKWAY ENGINEERING, PLLC
ATTN: CHARLES E BROCKWAY, P.E.
2016 N WASHINGTON ST, STE 4
TWIN FALLS, ID 83301

RE: Change in Ownership of Water Right Permit No. 45-14107

Dear Mr. Brockway:

The Department of Water Resources acknowledges receipt of the Notice of Change in Water Right Ownership referenced above.

Because this water right is still in the permit stage, an Assignment of Permit will be required to complete the ownership change. Enclosed is an assignment form for your review and completion. In addition, we are returning the change of ownership paperwork that you sent, as we only require the completed assignment form to process the change. *The \$25 filing fee submitted will be applied appropriately upon receipt of the completed assignment form.*

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (www.idwr.idaho.gov) on the Internet to obtain the proper forms and instructions.

Please feel free to contact our office at (208) 736-3033 if you have any questions.

Sincerely,

Denise Buffington
Administrative Assistant

Enclosure(s)

✓ DE

RECEIVED
DEC 27 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE 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?
45-14107	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Moo View Cow Palace
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MVCP LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
474 E 550 S
Mailing address
Burley ID 83318
City State ZIP
208-678-1599
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.

5. Date you acquired the water rights and/or claims listed above: 2-13-2009

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: MVCP LLC by George E. Seubert Partver Dec 16 2011
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DB Date 12-28-2011 Receipt No. 5032286 Receipt Amt. \$25-
Approved by DB Processed by DB Date 12/28/2011

Form 42-248/42-1409(6) Rev. 07/10

→ To be applied to completed Assignment of Permit.

QUITCLAIM DEED

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
1:53:42 pm 02-27-2009 No #
2009-000875 (Woodbury)
NO. PAGES: 7 FEE: \$21.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

For Value Received

Moo View Cow Palace, an Idaho partnership as to Parcel Nos. 1 and 2 and an undivided one-half interest in Parcel No. 3 and Moo-View Cow Palace, an Idaho general partnership consisting of 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; and Kelly C. Searle and Shawna Searle, husband and wife, as to an undivided one-half interest in Parcel No. 3

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

MVCP, LLC, an Idaho limited liability company
ADDRESS: 474 East 550 South
Burley, Idaho 83318

Hereinafter called the grantee, the following described premises, in Cassia County, Idaho to-wit:

Parcel No. 1:

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

Section 12: $\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ 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 $1^{\circ}12'48''$ East along section line for 354.16 feet to a P. K. Nail; Thence North $87^{\circ}31'42''$ West for 119.08 feet to a 1/2 inch rebar which shall be the Point of Beginning;
Thence North $87^{\circ}31'42''$ West for a distance of 130.68 feet to a 1/2 inch rebar;
Thence North $01^{\circ}12'48''$ East for a distance of 400.00 feet to a point;
Thence south $87^{\circ}31'42''$ East for a distance of 3.09 feet to a 1/2 inch rebar;
Thence South $87^{\circ}31'42''$ East for a distance of 246.67 feet to a 1/2 inch rebar on section line;
Thence South $01^{\circ}12'48''$ West along section line for a distance of 321.69 feet to a 1/2 inch rebar;
Thence North $87^{\circ}31'42''$ West for a distance of 119.08 feet to a 1/2 inch rebar;
Thence South $01^{\circ}12'48''$ 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 $00^{\circ}00'00''$ East along the East line of Section 33 for a distance of 201.24 feet to the Point of Beginning;
Thence South $00^{\circ}00'00''$ East along the East line of Section 33 for a distance of 249.95 feet;
Thence South $87^{\circ}17'42''$ West for a distance of 18.85 feet to a 1/2 inch rebar;
Thence South $87^{\circ}17'42''$ West for a distance of 569.30 feet to a 1/2 inch rebar;
Thence North $07^{\circ}07'09''$ East for a distance of 270.98 feet to a 1/2 inch rebar;
Thence North $89^{\circ}05'16''$ East for a distance of 532.28 feet to a 1/2 inch rebar;
Thence North $89^{\circ}05'16''$ 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: E½NE¼

Section 32: N¼SE¼ and N¼

Section 33: NW¼

Parcel No. 3:

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

Section 31: Part of the SE¼SE¼, more particularly described as follows:

Beginning at the SE¼SE¼, 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 ½ inch rebar which shall be the Point of Beginning;

Thence North 87°31'42" West for a distance of 130.68 feet to a ½ 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 ½ inch rebar;

Thence South 87°31'42" East for a distance of 246.67 feet to a ½ inch rebar on section line;

Thence South 01°12'48" West along section line for a distance of 321.69 feet to a ½ inch rebar;

Thence North 87°31'42" West for a distance of 119.08 feet to a ½ inch rebar;

Thence South 01°12'48" West for a distance of 78.31 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: February 13, 2009

MOO VIEW COW PALACE, an Idaho partnership

By: Cloyd R. Searle
Cloyd R. Searle, Partner

By: Kent R. Searle
Kent R. Searle, Partner

By: Craig E. Searle
Craig E. Searle, Partner

By: Clifford L. Searle
Clifford L. Searle, Partner

By: Kelly C. Searle
Kelly C. Searle, Partner

MOO-VIEW COW PALACE, an Idaho general 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 L. Searle
Clifford L. Searle, Partner

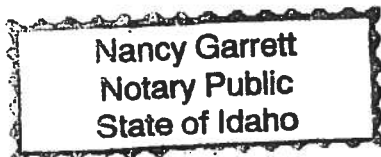
By: Terri Louise Searle
Terri Louise Searle, Partner

By: Kelly C. Searle
Kelly C. Searle, Partner

By: Shawna Searle
Shawna Searle, Partner

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

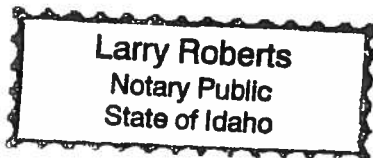
On this 13 day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Cloyd R. Searle, known or identified to me to be the partner or one of the partners in the Partnership of Moo View Cow Palace, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

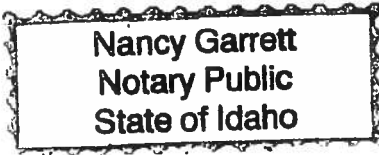
On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent R. Searle, known or identified to me to be the partner or one of the partners in the Partnership of Moo View Cow Palace, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

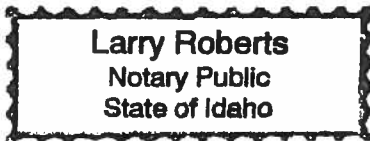
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig E. Searle, known or identified to me to be the partner or one of the partners in the Partnership of Moo View Cow Palace, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

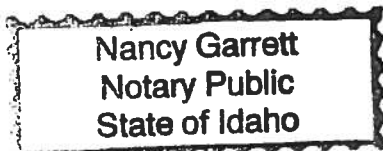
On this 25th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford L. Searle, known or identified to me to be the partner or one of the partners in the Partnership of Moo View Cow Palace, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

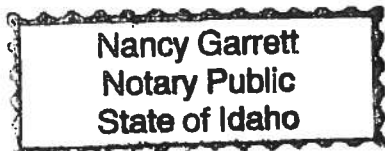
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Kelly C. Searle, known or identified to me to be the partner or one of the partners in the Partnership of Moo View Cow Palace, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

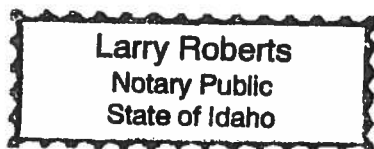
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cloyd R. Searle and Gwendolyn F. Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

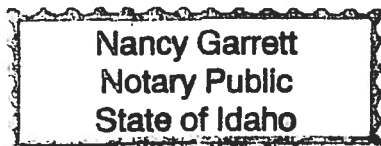
On this 24th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kent R. Searle and Marilyn Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

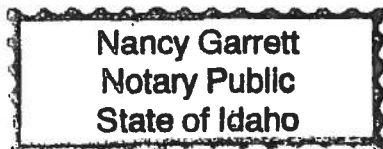
On this 18th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Craig E. Searle and Beverly J. Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

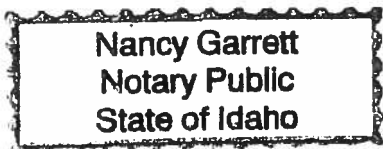
On this 26th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Clifford L. Searle and Terri Louise Searle**, known or identified to me to be the partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 18th day of February, 2009, 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 partners in the Partnership of **Moo-View Cow Palace**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

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.

1
2
3 - That real property owned by the Kelly Trust described on Exhibit F attached.

4 - That real property owned by MVCP described on Exhibit G attached.

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

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

10 The parties desire to set forth their agreement in writing.

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

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

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

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

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

24 5. **MANAGEMENT OF IRRIGATION SYSTEM:** The irrigation system located on the
25 real property and the delivery of water to the real property shall be managed by MVCP. The costs
26 incurred in the management of the irrigation system and maintenance of the irrigation system shall be
27 as set forth in leases entered into between the owners of the real property and Moo View.
28

1
2
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.

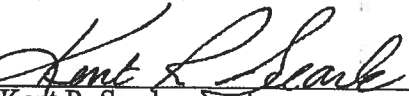
15 Termination of this Agreement by one owner shall not effect this Agreement as to the
16 remaining owners.

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
28

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3 BY Craig E. Searle
4 Craig E. Searle, member
5 BY Clifford L. Searle
6 Clifford L. Searle, member
7 BY Kelly C. Searle
8 Kelly C. Searle, member

9 STATE OF IDAHO

10 County of Cassia

} ss

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



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

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Raymond Clayson Searle
Raymond Clayson Searle

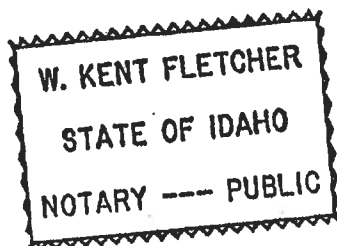
Sharol Joy Searle
Sharol Joy Searle

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.



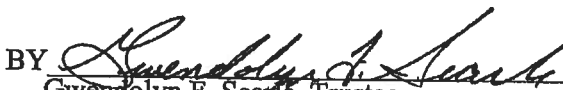
W. Kent Fletcher
Notary Public for Idaho
Residing at Burley
My commission expires on 10-13-16


Cloyd R. Searle


Gwendolyn F. Searle

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

BY 
Cloyd R. Searle, Trustee

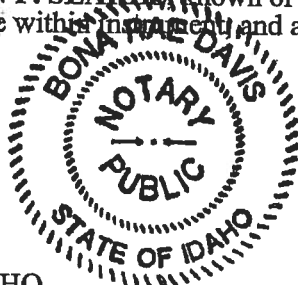
BY 
Gwendolyn F. Searle, Trustee

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.



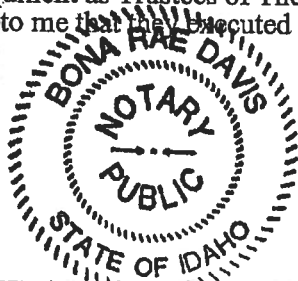

Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

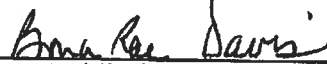
STATE OF IDAHO

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 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

} 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 **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.



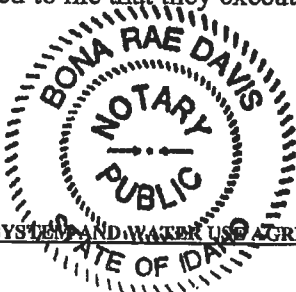
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

STATE OF IDAHO

County of Cassia

} 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 **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

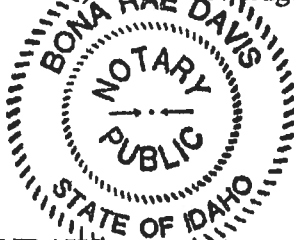
BY Marilyn Searle
Marilyn Searle, Trustee

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.



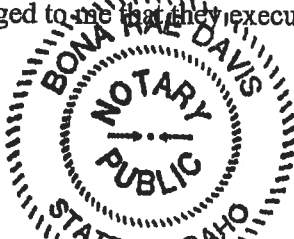
Bona Rae Davis
Notary Public for Idaho
Residing at Burley
My commission expires on 7/5/2014

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 Terri Louise Searle
Terri 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 $\frac{1}{4}$, $\frac{1}{2}$ 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 $\frac{1}{2}$, 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: W¼NW¼

Section 5: E¼NE¼, SE¼, SW¼SW¼, NE¼SW¼, W¼NW¼, 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: N¼, N¼SW¼, 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 $\frac{1}{2}$ NE $\frac{1}{4}$

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 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

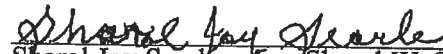
Section 35: NE¼ and N¼SE¼

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.

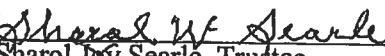
Raymond C. Searle and Sharol W. Searle, as Co-Trustees of the Raymond C. Searle Family Trust, dated December 23, 1993, agree to be bound by all terms and conditions of the Irrigation System and Water Use Agreement and agree to file forms and documents as required by the Idaho Department of Water Resources 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

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4 STATE OF IDAHO

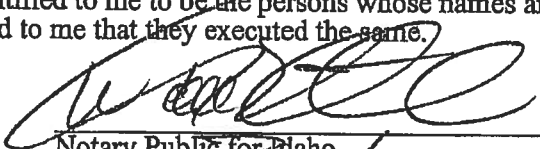
5 } ss
6 County of Cassia

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

12 W. KENT FLETCHER

13 STATE OF IDAHO

14 NOTARY --- PUBLIC


Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-14

15 STATE OF IDAHO

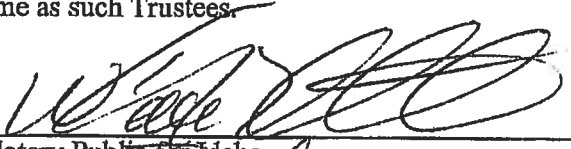
16 } ss
17 County of Cassia

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

23 W. KENT FLETCHER

24 STATE OF IDAHO

25 NOTARY --- PUBLIC


Notary Public for Idaho

Residing at Burley

My commission expires on 10-13-16