

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED *DEL*

FEB 19 2009

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
<i>PD</i> <i>2-6-09</i> 63-02461					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Millard W. Ickes

21250 Midland Blvd.

Caldwell, ID 83605-7904

4. New Owner/Claimant(s)

Connie Ickes

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Box 643

City, State and ZIP Code

McCall, ID 83638

New Telephone Number

(503) 634-5317

Email: _____

5. Date Connie you acquired the property

Sept. 10, 2008 - (at time of father's death)

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Connie Jones
Jeily Lancaster (co-executor of Millard Jones's estate) (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

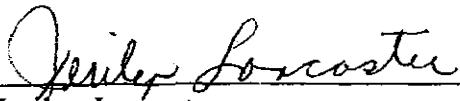
Received by [Signature] Date Feb. 19-09
 Received by [Signature] Date 2-19-09
 Processed by [Signature] AJ Date 2-19-09

Receipt Amt. \$25
 Receipt No. W037193
 WR [Signature] Date 2-20-09

ACCEPTANCE

STATE OF IDAHO)
 : ss.
County of Canyon)

I hereby accept appointment to the office of co-personal representative of the ESTATE OF
MILLARD W. ICKES, deceased, and do solemnly swear that I will perform, according to law,
the duties of co-personal representative of said estate.



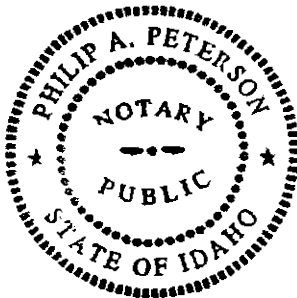
Jerilyn Lancaster

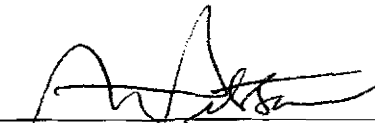
196 Roan Drive
Eugene, Oregon 97401-5755

(541) 520-7597

SUBSCRIBED AND SWORN TO before me this 16th day of September, 2008.

[SEAL]





Notary Public for Idaho
Residing at: Nampa
Commission expires: 11-16-11

Ivy Idces Estate
land sale 2001

RH

WARRANTY DEED

JERILYN LANCASTER, a married woman dealing with her sole and separate property, whose address is 196 Roan Drive, Eugene, Oregon 97401-5755, PAMELA ALLEN, an unmarried woman, whose address is 404 West Colorado Avenue, Nampa, Idaho 83686-2813, CONNIE JOHNSON, a married woman dealing with her sole and separate property, whose address is Post Office Box 643, McCall, Idaho 83638-0643, and DEBRA LITTLE, a married woman dealing with her sole and separate property, whose address is 1260 Northwest Waterhouse Avenue, Suite 100, Beaverton, Oregon 97006-5794, as equal co-tenants in common, hereinafter collectively referred to as the "Grantor," hereby convey, grant and warrant to NAMPA SCHOOL DISTRICT #131, with administrative offices at 619 South Canyon Street, Nampa, Idaho 83686-6634, hereinafter referred to as "Grantee," for the sum of SIX HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$683,460.00) and other good and valuable consideration, the following-described real property situated in Canyon County, Idaho, and more particularly described as follows, to wit:

Please see Exhibit A, attached hereto and incorporated herein by this reference;

TOGETHER WITH all water rights,¹ ditch rights, rights of way, buildings, structures, improvements, fixtures, tenements, hereditaments and appurtenances now or hereafter thereto belonging or used in connection therewith; and

SUBJECT TO taxes and assessments for the year 2001 and all subsequent years, to any and all existing easements, rights of way, reservations, restrictions and encumbrances of record, to any

¹The following water rights formerly appurtenant to the real property were reserved by Grantor's predecessor in interest and are specifically *not* being conveyed to Grantee hereby:

All water rights obtained pursuant to that certain Well Agreement and Easement recorded January 16, 1973, as Instrument Number 699086 records of Canyon County, Idaho, and pursuant to Idaho Department of Water Resources Water Right/License Number 17587 and to Claim Identification Number A63-02461, filed 2/26/1990, Receipt Number W009566, in the case entitled In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System filed in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Civil Case Number 39576, which water rights have a priority date of October 15, 1931.

ADDENDUM TO REAL ESTATE SALE AGREEMENT

This form has been prepared for compliance with the applicable provisions in OR 92A and OR 92B and is subject to the provisions of the Oregon Real Estate Act.

For ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer

Real Estate Agreement No. _____

Dated 1-18-01

Addendum No. B

Lampa School District

Tuy Tien Farm

Property described as: next to 411 So. Happy Valley Road

SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

① Sellers: The Sellers will be the four sisters, not the estate. Marilyn Lancaster, Pamela Allen, Connie Johnson, Debra Little with sole and separate property. Seller & Buyer agree Seller to preserve right for 10/31 Exchange option. The real property described in this agreement is the sole and separate property of each of the Sellers and in accordance with the provisions of Idaho Code 32-906 (1) the proceeds to Seller from this agreement and all income, rents, issues, profits, gains & appreciation therefrom shall be the separate property of each of the respective Sellers.

② The conveyance pursuant to this Agreement includes all water rights heretofore running with the land except the following rights, which have been expressly reserved by Seller's predecessor in interest (Grandchildren)

All water rights obtained pursuant to that certain Well Agreement and Easements recorded January 16, 1973 in instrument # 699086, records of Canyon County, Idaho, and pursuant to certain Identification Number A 163-00461 filed 8/24/1990 Record Number W009566, in the case entitled in re the General Adjudication of Rights to the Use of Water from Snake River Basin Water System filed in the District Court of the Fifth Judicial District of State of Idaho, in and for the County of Twin Falls, Civil Case Number 89576, which water rights have a priority date of Oct. 13, 1931.

③ Buyer is aware that Seller has current farm lease with Ben Krajcik and Seller is entitled to all proceeds from said lease. With respect to water right transfer - it should not be transferred off property before Ben Krajcik is through with the water.

Buyer Signature _____	Date _____	A.M.	PM.
Buyer Signature _____	Date _____	A.M.	PM.
Seller Signature _____	Date _____	A.M.	PM.
Seller Signature _____	Date _____	A.M.	PM.

Listing Licensee _____	Selling Licensee _____
Listing Firm Broker Initials/Date _____	Selling Firm Broker Initials/Date _____

existing tenancies, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the premises would show, and to the provisions of that certain Agreement for the Sale of Real Property for Recording of even date herewith between the Grantor and Grantee herein.

The Grantor covenants and warrants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and that Grantor will warrant and defend the title from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 15th day of August, 2001.

Jerilyn Lancaster
Jerilyn Lancaster

Pamela Allen
Pamela Allen

Connie Johnson
Connie Johnson

Debra Little
Debra Little

Collectively, "Grantor"

Millard Ickes Trust
Death Sept 10, 2008

THE ICKES FAMILY TRUST

THIS TRUST AGREEMENT, made and executed this 29th day of May, 1990, by and between MILLARD W. ICKES and CONSTANCE H. ICKES, husband and wife, of Canyon County, Idaho, hereinafter collectively referred to as the "Grantors" and each singly as a "Grantor", and MILLARD W. ICKES and CONSTANCE H. ICKES, hereinafter referred to collectively as the "Trustee."

W I T N E S S E T H:

WHEREAS, the Grantors desire to create a trust effective this date and the Trustee agrees to act as Trustee thereof;

NOW, THEREFORE, the Grantors and Trustee agree as follows:

ARTICLE I

1. **TRUST NAME:** This trust shall be known as: "The Ickes Family Trust."

2. **TRUST PROPERTY:** The Grantors hereby transfer, convey and deliver to the trust the property set forth on Schedule "A" which is attached hereto and by reference made part hereof. All the property transferred and delivered to the trust shall, upon written acceptance thereof by the trust, constitute the trust estate and shall be held, managed distributed as hereinafter provided.

such subtrust had it then been in existence, and any powers herein granted to the Trustee to allocate income and to invade principal shall be exercisable by the Trustee. Any undistributed income of the trust estate that is attributable to the property belonging to Trust A or C shall be paid as income to the Trustee of such trust along with the principal of such trust and the Trustee of such trust shall promptly pay such income to the surviving Grantor. Any undistributed income of the trust estate that is attributable to property belonging to any other subtrust established hereunder shall be distributed to the Trustee of such subtrust.

ARTICLE IV

1. **ADMINISTRATION FOR BENEFICIARIES:** After the death of both Grantors, the Trustee shall hold, manage and control the property comprising the trust estate for the benefit of the Husband Grantor's children, Jerilyn Kaye Lancaster, Pamela Ivy Allen, Connie Jo Ickes Johnson and Debra Ann Little, sometimes hereinafter collectively referred to as the "beneficiaries" and each singly as a "beneficiary."

2. **DISTRIBUTIONS TO BENEFICIARIES:** As soon as practicable, the Trustee shall distribute the trust estate to the beneficiaries in equal shares.



Project: 40233
Date: June 5, 2001

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

217 W. Georgia Avenue, Suite 120
Nampa, Idaho 83686
(208) 467-5252
Fax (208) 467-6631

DESCRIPTION FOR
CONNIE JOHNSON AND DEBI LITTLE
IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$, SECTION 25,
T.3N., R.2W., B.M.,
CANYON COUNTY, IDAHO

A portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 25, T.3N., R.2W., B.M., Canyon County, Idaho,
more particularly described as follows:

Commencing at the Southeast corner of Section 25, T.3N., R.2W., B.M. and running
N. $0^{\circ}12'00''$ E. 666.00 feet along the Easterly boundary of said Section 25 to the TRUE POINT
OF BEGINNING;

thence continuing N. $0^{\circ}12'00''$ E. 664.36 feet along said Easterly boundary of
Section 25 to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said Section 25;

thence continuing N. $0^{\circ}12'00''$ E. 188.19 feet along said Easterly boundary of
Section 25 to a point;

thence N. $88^{\circ}59'36''$ W. 543.00 feet to a point;

thence S. $4^{\circ}49'26''$ E. 172.58 feet to a point on the Southwesterly bank of the Hubbard
Lateral;

thence along said Southwesterly bank of the Hubbard Lateral the following courses and
distances:

S. $59^{\circ}45'03''$ E. 8.85 feet to a point;

thence S. $34^{\circ}54'54''$ E. 17.92 feet to a point on the Northerly boundary of the said SE
 $\frac{1}{4}$ SE $\frac{1}{4}$, said Section 25, said point being N. $89^{\circ}15'27''$ W. 509.88 feet from the said Northeast
corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 25;

thence continuing S. $34^{\circ}54'54''$ E. 14.82 feet to a point;

thence S. $22^{\circ}26'58''$ E. 28.83 feet to a point;

thence S. $37^{\circ}43'10''$ E. 89.19 feet to a point;

thence S. $45^{\circ}01'22''$ E. 19.53 feet to a point;

thence S. $39^{\circ}11'32''$ E. 62.37 feet to a point;

thence S. $28^{\circ}44'41''$ E. 96.08 feet to a point;





Engineers Surveyors Planners

Project: 40233
Date: June 5, 2001
DESCRIPTION FOR
CONNIE JOHNSON AND DEBI LITTLE
Page 2

thence S. 15°51'49" E. 58.47 feet to a point;

thence S. 21°20'06" E. 42.68 feet to a point;

thence S. 31°44'29" E. 48.88 feet to a point;

thence S. 35°12'54" E. 108.74 feet to a point;

thence S. 38°30'12" E. 189.13 feet to a point;

thence leaving said Southwesterly bank of the Hubbard Lateral S. 0°12'00" W. 40.49 feet (formerly described as 34 feet) along a line parallel with and 96.50 feet Westerly from the said Easterly boundary of Section 25 to a point;

thence S. 89°48'00" E. 96.50 feet (formerly described as 96.5 feet) to the Point of Beginning.

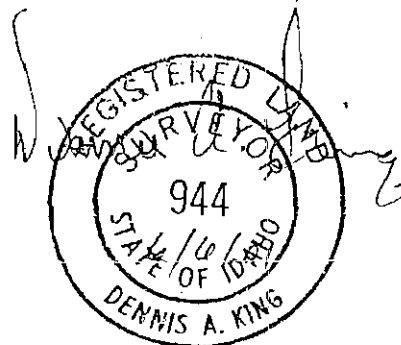
Containing 6.86 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.

Prepared by:

J-U-B ENGINEERS, Inc.



Dennis A. King, P.L.S.

DAK:dle

40233\Legal\des\JnsnLttlDesc



20080808004

This document was prepared by,
recording is requested by, and,
after recording, please return to:

RECORDED

Philip A. Peterson
WHITE PETERSON
Attorneys at Law
5700 East Franklin Road, Suite 200
Post Office Box 247
Nampa, Idaho (ID) 83653-0247

2008 AUG 8 PM 3 49

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *SR*

REQUEST *White Peterson*
TYPE *Deed* FEE *18.00*

[The space above is for Recorder's use.]

QUITCLAIM DEED FOR WATER RIGHTS

MILLARD W. ICKES, of 21250 Midland Boulevard, Caldwell, Idaho 83605-7904, a married person dealing with his sole and separate property, (hereinafter "Grantor") does by these presents remise, release and forever quitclaim unto CONNIE ICKES, of Post Office Box 643, McCall, Idaho 83638-0643, an unmarried person, (hereinafter "Grantee") and to Grantee's heirs and assigns, all right, title and interest which Grantor has (being a one-fourth (1/4) tenant in common interest) in certain water rights and any associated easements formerly appurtenant to real property situated in Canyon County, Idaho, more particularly described in Exhibits A and B, attached hereto and incorporated herein by this reference.

This conveyance includes all Grantor's right, title and interest in and to certain water rights heretofore running with the land, more particularly described as follows:

All water rights obtained pursuant to that certain Well Agreement and Easement recorded January 16, 1973, as Instrument Number 699086 records of Canyon County, Idaho, and pursuant to Idaho Department of Water Resources (IDWR) Water Right/License Number 17587 and to Claim Identification Number A63-02461, filed 2/26/1990, Receipt Number W009566, in the case entitled

In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System filed in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Civil Case Number 39576, which water rights have a priority date of October 15, 1931.¹

This conveyance also includes any and all appurtenances, tenements, hereditaments, reversions, remainders, easements,² and rights-of-way in any way appertaining to the property herein described and is subject to outstanding taxes and assessments and liens, encumbrances, covenants, conditions, restrictions and easements of record.

The property described in this conveyance shall be the separate property of Grantee, and, in accordance with the provisions of Idaho Code § 32-906(1), all income, rents, issues, profits, gains and appreciation of said property shall be the separate property of Grantee.

Grantee shall have an undivided interest, as a tenant in common, in the property described in this conveyance.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances thereto, unto Grantee, and to Grantee's heirs and assigns forever.

[Signature page follows.]

¹This is a 0.80 cfs water right which was formerly appurtenant to the real property described in Exhibit A hereto which is contiguous with the real property described in Exhibit B hereto, said water right having been reserved by Grantor's predecessor in interest upon the conveyance of said Exhibit A property to a third party. Prior to the conveyance being made hereby, application was made to the IDWR by Grantor's predecessor in interest to transfer a portion of the said 0.80 cfs water right to the Exhibit B real property and the remaining portion to the Idaho Water Supply Bank pursuant to Idaho Code § 42-1761 *et seq.* Subsequently, upon the conveyance of the Exhibit B property to a third party, the subject water rights appurtenant to the Exhibit B property were reserved and transferred to the Idaho Water Supply Bank, resulting in the entire 0.80 cfs water right being currently held by the Bank. It is the intent of the Grantor herein that Grantee be conveyed hereby all right, title and interest of Grantor in and to the said 0.80 cfs water right (Grantor's right being a one-fourth (1/4) tenant in common interest in the said water right), all of which water right (0.80 cfs) being currently with the Idaho Water Supply Bank.

²Said easements specifically include the easement associated with the water rights specifically described above, as set forth in the abovescribed Well Agreement and Easement Agreement dated January 16, 1972, recorded as Instrument Number 699036 records of Canyon County, Idaho.

200 8 DATED and executed by the Grantor this 8th day of August,

Millard W. Ickes
Millard W. Ickes

"Grantor"

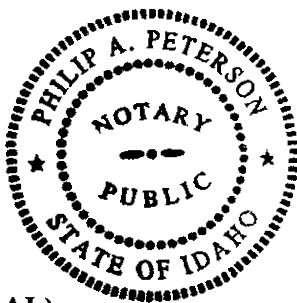
Attachment: Exhibits A and B

NOTARIAL ATTESTATION

STATE OF IDAHO)
County of Canyon) : ss.

On this 8th day of August, 200 8 before me, a notary public, personally appeared MILLARD W. ICKES, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and acknowledged to me that he executed the same.

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



(SEAL)

Philip A. Peterson
Notary Public for Idaho
Commission expires: 11-16-11

Exhibit "A"

A portion of the Northeast Quarter of the Southeast Quarter, Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 25, Township 3 North, Range 3 North, Right 2 West, Boise Meridian, Canyon County, Idaho, and running

North 0° 12'00" East 1,330.36 feet along the Easterly boundary of said Section 25 to the Southeast corner of the said Northeast Quarter of the Southeast Quarter, Section 25; thence continuing

North 0° 12'00" East 188.19 feet along said Easterly boundary of Section 25 to the TRUE POINT OF BEGINNING; thence continuing

North 0° 12'00" East 1,142.18 feet along said Easterly boundary of Section 25 to the Northeast corner of the said Northeast Quarter of the Southeast Quarter, Section 25; thence

North 89° 20'01" West 1,320.83 feet along the Northerly boundary of the said Northeast Quarter of the Southeast Quarter, Section 25 to the Northwest corner thereof; thence

South 0° 08'47" West 1,328.62 feet along the Westerly boundary of the said Northeast Quarter of the Southeast Quarter, Section 25 to the Southwest corner thereof; thence

South 89° 15'27" East 809.71 feet along the Southerly boundary of the said Northeast Quarter of the Southeast Quarter, Section 25 to a point on the Southwest bank of the Hubbard Lateral; thence

North 34° 54'54" West 17.92 feet along said Southwest bank of the Hubbard Lateral to a point; thence

North 59° 45'03" West 8.85 feet along said Southwest bank of the Hubbard Lateral to a point; thence

North 4° 49'26" West 172.58 feet to a point; thence

South 88° 59'36" East 543.00 feet to the TRUE POINT OF BEGINNING.



Project: 40233
Date: June 5, 2001

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

217 W. Georgia Avenue, Suite 120
Nampa, Idaho 83686
(208) 467-5252
Fax (208) 467-6631

DESCRIPTION FOR
CONNIE JOHNSON AND DEBI LITTLE
IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$, SECTION 25,
T.3N., R.2W., B.M.,
CANYON COUNTY, IDAHO

A portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 25, T.3N., R.2W., B.M., Canyon County, Idaho,
more particularly described as follows:

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OF BEGINNING;

thence continuing N. $0^{\circ}12'00''$ E. 664.36 feet along said Easterly boundary of
Section 25 to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said Section 25;

thence continuing N. $0^{\circ}12'00''$ E. 188.19 feet along said Easterly boundary of
Section 25 to a point;

thence N. $88^{\circ}59'36''$ W. 543.00 feet to a point;

thence S. $4^{\circ}49'26''$ E. 172.58 feet to a point on the Southwesterly bank of the Hubbard
Lateral;

thence along said Southwesterly bank of the Hubbard Lateral the following courses and
distances:

S. $59^{\circ}45'03''$ E. 8.85 feet to a point;

thence S. $34^{\circ}54'54''$ E. 17.92 feet to a point on the Northerly boundary of the said SE
 $\frac{1}{4}$ SE $\frac{1}{4}$, said Section 25, said point being N. $89^{\circ}15'27''$ W. 509.88 feet from the said Northeast
corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 25;

thence continuing S. $34^{\circ}54'54''$ E. 14.82 feet to a point;

thence S. $22^{\circ}26'58''$ E. 28.83 feet to a point;

thence S. $37^{\circ}43'10''$ E. 89.19 feet to a point;

thence S. $45^{\circ}01'22''$ E. 19.53 feet to a point;

thence S. $39^{\circ}11'32''$ E. 62.37 feet to a point;

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thence S. 21°20'06" E. 42.68 feet to a point;

thence S. 31°44'29" E. 48.88 feet to a point;

thence S. 35°12'54" E. 108.74 feet to a point;

thence S. 38°30'12" E. 189.13 feet to a point;

thence leaving said Southwesterly bank of the Hubbard Lateral S. 0°12'00" W. 40.49 feet (formerly described as 34 feet) along a line parallel with and 96.50 feet Westerly from the said Easterly boundary of Section 25 to a point;

thence S. 89°48'00" E. 96.50 feet (formerly described as 96.5 feet) to the Point of Beginning.

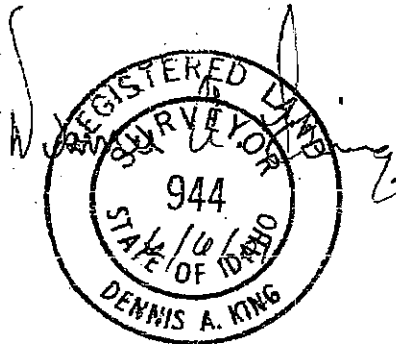
Containing 6.86 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.

Prepared by:

J-U-B ENGINEERS, Inc.



Dennis A. King, P.L.S.

DAK:dle

40233\Legal\des\JnsnLttlDesc



Vital Statistic Record Notice

Name: Millard Wallace Ickes

Date: September 10, 2008

Death certificates and other vital statistic records are exempt from disclosure under Idaho's Public Records Act (Chapter 1, Title 74) and are therefore not retained as part of a water right record or other record that is available to the public.

The notice of change of water right ownership form included a death certificate which was relied on to verify and update the record of ownership but was not retained as part of the permanent record.