

RECEIVED

DEC 15 2003

RECEIVED

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

DEC 11 2003

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 division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 63-10681              |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25.-
- 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 usually attached to your deed or on file with the county).

OR

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 **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) Joseph R. Tidwell  
5889 Ustick Rd Nampa ID 83687
4. New Owner/Claimant(s) Carl M. Tidwell and/or Myrna J. Tidwell Trust  
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 5855 Ustick Rd
- City, State and ZIP Code Nampa ID 83687
- New Telephone Number (208) 466-2957
5. Date you acquired the property Nov. 1, 1997

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| Total                                                                                                                   | _____                                                                      | _____                                                        |

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

7. Signature of New Owner(s) or Claimant(s) \_\_\_\_\_  
(include title if applicable)

*Carl M. Tidwell*

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.

For Office Use Only

Received by KG Date 12/11/03 Fee 2500  
 Received by KG Date 12/11/03 Receipt No. W031180  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

# CANYON COUNTY

TAX NOTICE FOR CALENDAR YEAR 2002 Real Property

ACCOUNT NO.

2R30396-011- -0

*Mailing add →*  
TIDWELL, CARL M  
& TIDWELL, MYRNA J-TRUST  
% TIDWELL, CARL M &  
% TIDWELL, MYRNA J-LIFE ESTATE  
5855 USTICK RD  
NAMPA ID 83687

PARCEL NO. 03N01W063144  
06-3N-1W NW  
LT 3 IN NWNW

USTICK RD, NA

BILL NUMBER 2002048842

CODE AREA 061-00  
LAND 31,100 QTY 40.18

TOTAL VALUE 31,100

| TAXING DISTRICT  | RATE       | AMOUNT |
|------------------|------------|--------|
| APPLICABLE VALUE |            | 31,100 |
| PEST             | .000044166 | 1.38   |
| AMBULANCE        | .000375364 | 11.68  |
| NA HWY 1         | .001079200 | 33.56  |
| CEM FA           | .000066689 | 2.08   |
| SCH 139 VV       | .007856678 | 244.34 |
| COUNTY           | .004659598 | 144.92 |

|      |             |            |
|------|-------------|------------|
| Year | Taxable FCV | Tax Amount |
| 2001 | 31,100      | 449.10     |
| 2002 | 31,100      | 437.96     |

TOTAL LEVY .014081695

\*\*\*IMPORTANT\*\*\*

PLEASE READ BOTH FRONT AND BACK  
\*\*MONTHLY PAYMENTS ACCEPTED\*\*

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.

KEEP TOP PORTION FOR YOUR RECORDS.

TRACIE LLOYD

Please Make Checks Payable To:  
CANYON COUNTY TAX COLLECTOR  
P.O. BOX 1010  
CALDWELL, IDAHO 83606  
(208) 454-7354

*pd in full*  
TOTAL TAX 437.96

TOTAL DUE 437.96

CHECKS SUBJECT TO BANK CLEARANCE  
YOUR CANCELLED CHECK IS YOUR RECEIPT

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH YOUR PAYMENT



BILL NUMBER 2002048842  
ACCOUNT NO. 2R30396-011- -0  
PARCEL NO. 03N01W063144  
06-3N-1W NW  
LT 3 IN NWNW

DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 20TH 2002

TOTAL DUE

437.96

USTICK RD, NA  
CODE AREA 061-00  
VALUE 31,100 QTY 40.18  
TIDWELL, CARL M  
& TIDWELL, MYRNA J-TRUST  
% TIDWELL, CARL M &  
% TIDWELL, MYRNA J-LIFE ESTATE  
5855 USTICK RD  
NAMPA ID 83687

1ST HALF

218.98



# CANYON COUNTY

TAX NOTICE FOR CALENDAR YEAR 2002 Real Property

ACCOUNT NO.

2R30396-000- -0

TIDWELL, CARL M  
& TIDWELL, MYRNA J-TRUST  
% TIDWELL, CARL M &  
% TIDWELL, MYRNA J-TRUSTEES  
5855 USTICK RD  
NAMPA ID 83687

PARCEL NO. 03N01W06317B  
06-3N-1W NW  
LT 4 LS TX 11, 13 & 16

5889 USTICK RD, NA

BILL NUMBER 2002048840

|             |         |     |       |
|-------------|---------|-----|-------|
| CODE AREA   | 061-00  |     |       |
| LAND        | 58,200  | QTY | 35.76 |
| IMPROVEMENT | 163,300 |     |       |
| TOTAL VALUE | 221,500 |     |       |

| TAXING DISTRICT          | RATE       | AMOUNT   |
|--------------------------|------------|----------|
| APPLICABLE VALUE 221,500 |            |          |
| PEST                     | .000044166 | 9.78     |
| AMBULANCE                | .000375364 | 83.14    |
| NA HWY 1                 | .001079200 | 239.04   |
| CEM FA                   | .000066689 | 14.78    |
| SCH 139 VV               | .007856678 | 1,740.26 |
| COUNTY                   | .004659598 | 1,032.10 |

|      |             |            |
|------|-------------|------------|
| Year | Taxable FCV | Tax Amount |
| 2001 | 193,100     | 3,125.56   |
| 2002 | 221,500     | 3,503.36   |

TOTAL LEVY .014081695

|                          |                   |
|--------------------------|-------------------|
| APPLICABLE VALUE 198,900 |                   |
| FIRE NA                  | .001931961 384.26 |

\*\*\*IMPORTANT\*\*\*

PLEASE READ BOTH FRONT AND BACK

\*\*MONTHLY PAYMENTS ACCEPTED\*\*

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.

KEEP TOP PORTION FOR YOUR RECORDS.

TRACIE LLOYD

TOTAL TAX 3,503.36

Please Make Checks Payable To:  
CANYON COUNTY TAX COLLECTOR  
P.O. BOX 1010  
CALDWELL, IDAHO 83606  
(208) 454-7354

TOTAL DUE 3,503.36

# CANYON COUNTY

TAX NOTICE FOR CALENDAR YEAR 2002 Real Property

ACCOUNT NO.

2R30396-010- -0

TIDWELL, CARL M  
& TIDWELL, MYRNA J-TRUST  
% TIDWELL, CARL W &  
% TIDWELL, MYRNA J-TRUSTEES  
5855 USTICK RD  
NAMPA ID 83687

PARCEL NO. 03N01W063300  
06-3N-1W NW  
TX 16 IN LOT 4

17768 CAN-ADA RD, NA

BILL NUMBER 2002048841

|             |         |     |     |
|-------------|---------|-----|-----|
| CODE AREA   | 061-00  |     |     |
| LAND        | 26,500  | QTY | .67 |
| IMPROVEMENT | 76,500  |     |     |
| TOTAL VALUE | 103,000 |     |     |

| TAXING DISTRICT  | RATE       | AMOUNT  |
|------------------|------------|---------|
| APPLICABLE VALUE |            | 103,000 |
| PEST             | .000044166 | 4.54    |
| AMBULANCE        | .000375364 | 38.66   |
| NA HWY 1         | .001079200 | 111.16  |
| CEM FA           | .000066689 | 6.86    |
| SCH 139 VV       | .007856678 | 809.24  |
| COUNTY           | .004659598 | 479.94  |

|      |             |            |
|------|-------------|------------|
| Year | Taxable FCV | Tax Amount |
| 2001 | 94,100      | 1,544.90   |
| 2002 | 103,000     | 1,649.40   |

TOTAL LEVY .014081695

|                  |            |         |
|------------------|------------|---------|
| APPLICABLE VALUE |            | 103,000 |
| FIRE NA          | .001931961 | 199.00  |

\*\*\*IMPORTANT\*\*\*

PLEASE READ BOTH FRONT AND BACK

\*\*MONTHLY PAYMENTS ACCEPTED\*\*

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE  
APPLIED TO THE OLDEST DELINQUENT YEAR.

KEEP TOP PORTION FOR YOUR RECORDS.

TRACIE LLOYD

TOTAL TAX 1,649.40

Please Make Checks Payable To:

CANYON COUNTY TAX COLLECTOR

P.O. BOX 1010

CALDWELL, IDAHO 83606

(208) 454-7354

TOTAL DUE 1,649.40

**INSTRUMENT NO.** 200017835

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Carl M. & Myrna J. Tidwell  
5855 Ustick Road  
Nampa, ID 83687

REQUESTED BY  
Carl Tidwell  
FEE \$9.00

CANYON COUNTY RECORDER  
BY [Signature]

00 APR 25 PM 11 42

RECORDED

200017835

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SPECIAL WARRANTY DEED**

**GRANTOR:**

CARL M. TIDWELL and MYRNA J. TIDWELL, husband and wife.

**GRANTEE:**

CARL M. TIDWELL and MYRNA J. TIDWELL, as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST under Trust Agreement dated effective February 24, 2000, and their substitutes and successors as Trustee thereunder.

**GRANTEE'S MAILING ADDRESS FOR TAX NOTICES:**

5855 Ustick Road, Nampa, ID 83687.

**DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:**

Situated in the County of Canyon, State of Idaho:

The real estate more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

FOR GOOD AND SUFFICIENT CONSIDERATION, the above-named Grantor does hereby GRANT and CONVEY unto the above-named Grantee, the real property above described, together with all improvements thereon and all appurtenances thereto. This deed is given for estate planning purposes, without valuable consideration in cash or property, to vest title to the property in a living trust established by Grantor parties.

Grantor WARRANTS that Grantor has good right and authority to execute and deliver this deed to the Grantee, and that Grantor is the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantor. If the premises conveyed hereby are subject to any encumbrance securing indebtedness for the payment of which Grantor is presently personally liable, nothing herein contained shall be construed to release Grantor from such personal liability.

The singular terms "Grantor" and "Grantee" as used in this instrument shall be construed to include the plural.

DATED: March 2, 2000.

X Carl M. Tidwell  
CARL M. TIDWELL

X Myrna J. Tidwell  
MYRNA J. TIDWELL

STATE OF Idaho )  
COUNTY OF Campan )ss.

On this 2 day of MARCH, 2000, before me, a Notary Public in and for said State, personally appeared CARL M. TIDWELL and MYRNA J. TIDWELL, 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.

Margaret Blake  
Notary Public for: Idaho  
Residing at: Butte, ID  
Comm. Expires: 12-10-05

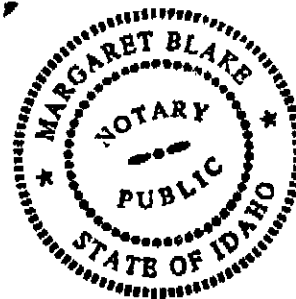
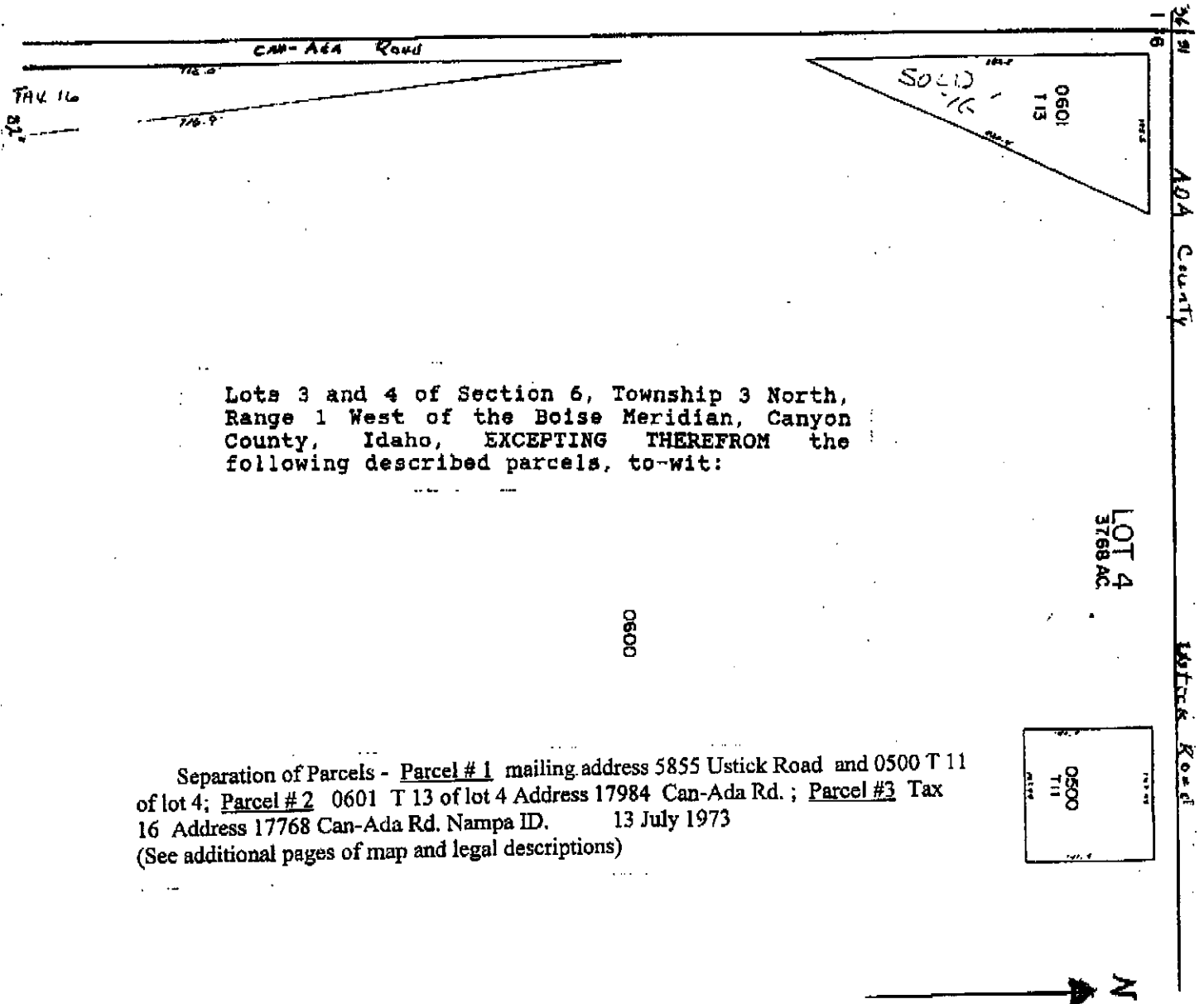


**EXHIBIT "A" TO  
SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION OF PROPERTY**



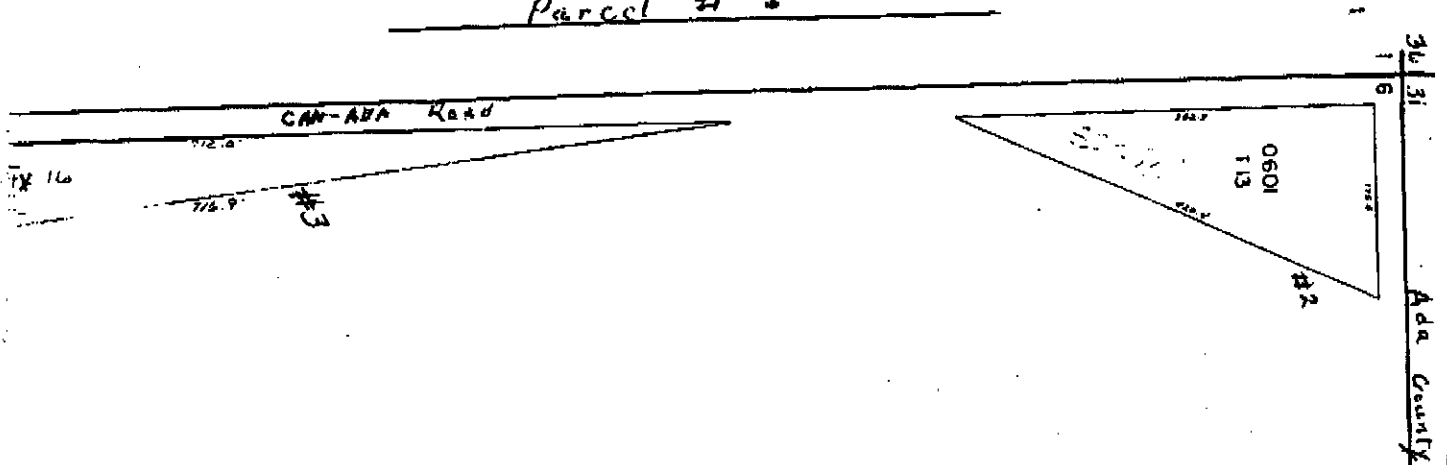
Lots 3 and 4 of Section 6, Township 3 North,  
Range 1 West of the Boise Meridian, Canyon  
County, Idaho, EXCEPTING THEREFROM the  
following described parcels, to-wit:

Separation of Parcels - Parcel #1 mailing address 5855 Ustick Road and 0500 T 11  
of lot 4; Parcel #2 0601 T 13 of lot 4 Address 17984 Can-Ada Rd. ; Parcel #3 Tax  
16 Address 17768 Can-Ada Rd. Nampa ID. 13 July 1973  
(See additional pages of map and legal descriptions)

EXHIBIT "A" TO  
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

Parcel # 1



DESCRIPTION OF LOT FOR CARL TIDWELL

Beginning at a bronze cap at the Northwest corner of Section 6,  
Township 3 North, Range 1 West, Boise Base and Meridian;

thence S 89°50' E 763.9 feet along the north side of said Section 6;

thence S 0°00' E 25.0 feet to the REAL POINT OF BEGINNING;

thence S 0°00' E 141.9 feet to a steel pin;

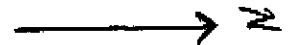
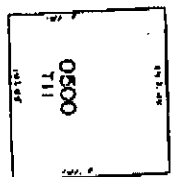
thence S 89°50' E 147.45 feet to a steel pin;

thence N 0°00' E 141.9 feet to a point;

thence N 89°50' W 147.45 feet to the REAL POINT OF BEGINNING.

I, Cecil A. Thomas, a licensed civil engineer, certify that the above  
description was made by me from a survey in the field in August 1972  
and is correct according to my best knowledge and belief.

*Cecil A. Thomas*  
Cecil A. Thomas, Civil Engineer  
Idaho State License No. 645



200017835

RECORDED

EX-100 Carl Tidwell  
BY Deed Fee 15.00

00 MAY 22 PM 4 42

G. NOEL HALES  
CANYON, ONTO RECORDER  
BY J. M. Laines

DESCRIPTIONS OF TWO PARCELS ON WEST SIDE OF PHILLIS CANAL FOR J.R. TIDWELL

North Parcel

Beginning at the northwest corner of Section 6, T. 3N., R. 1W., Boise Meridian, a bronze cap;

thence south 25.0 feet along the west boundary of said section 6;  
thence S 89°50' E 25.0 feet to the REAL POINT OF BEGINNING;  
thence S 89°50' E 175.5 feet along the south right-of-way line of Ustick Road to a point;  
thence S 24°40'25" W 420.4 feet along the westerly right-of-way line of Phillis Canal to a point;  
thence north 382.5 feet along the east right-of-way line of a county road to the REAL POINT OF BEGINNING.

Above described tract contains 0.771 acres.

South Parcel

Beginning at the 1/16 corner on the West edge of Section 6, T. 3N., R. 1W., Boise Meridian, which 1/16 corner is marked by a steel pin and is south 1334.6 feet from the northwest corner of said section 6;

thence S 89°50' E 25.0 feet to the REAL POINT OF BEGINNING;  
thence north 712.0 feet along the east right-of-way line of a county road to a point;  
thence S 6°34'00" E 716.9 feet along the west right-of-way line of Phillis Canal to a point;  
thence N 89°50' W 82.0 feet to the REAL POINT OF BEGINNING.

Above described tract contains 0.670 acres.

I, Cecil A. Thomas, a licensed civil engineer, hereby certify that the above description was prepared from a survey by me in October 1972 and is correct according to my best knowledge and belief.

*Cecil A. Thomas*

200015626

LT 6443

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Carl M. & Myrna J. Tidwell  
5855 Ustick Road  
Nampa, ID 83687

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SPECIAL WARRANTY DEED**  
(Personal Residence)

**NOTICE TO ASSESSOR**

This deed reserves a "life estate" to the Grantor parties named below, so that after this deed has been recorded, the property described herein will continue to be "owner occupied" [as defined in I.C. §63-701(8)] by said Grantor parties, and by the surviving Grantor party after the death of the other, for purposes of Homeowner Exemption [I.C. §63-602G(2)(a) and (d)] and other property tax relief [I.C. Title 63, Chapter 7].

**GRANTOR:**

CARL M. TIDWELL and MYRNA J. TIDWELL, husband and wife.

**GRANTEE:**

CARL M. TIDWELL and MYRNA J. TIDWELL, as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST under Trust Agreement dated effective February 24, 2000, and their substitutes and successors as Trustee thereunder.

**GRANTEE'S MAILING ADDRESS FOR TAX NOTICES:**

5855 Ustick Road, Nampa, ID 83687.

**DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:**

Situated in the County of Canyon, State of Idaho:

The real estate more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

**RESERVING, HOWEVER, to Grantors, and to the survivor after the death of either Grantor, a LIFE ESTATE** to use and occupy the improvements situated upon the above described property as and for Grantors' personal residence; **SUBJECT, HOWEVER,** to Trustee's right to terminate said life estate under certain circumstances more fully set forth in the Trust Agreement of the above named Trust, by notice of termination recorded in the public records of the County in which the property conveyed hereby is situated.

FOR GOOD AND SUFFICIENT CONSIDERATION, the above-named Grantor does hereby GRANT and CONVEY unto the above-named Grantee, the real property above described, together with all improvements thereon and all appurtenances thereto. This deed is given for estate planning purposes, without valuable consideration in cash or property, to vest title to the property in a living trust established by Grantor parties.

Grantor WARRANTS that Grantor has good right and authority to execute and deliver this deed to the Grantee, and that Grantor is the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantor. If the premises conveyed hereby are subject to any encumbrance securing indebtedness for the payment of which Grantor is presently personally liable, nothing herein contained shall be construed to release Grantor from such personal liability.

The singular terms "Grantor" and "Grantee" as used in this instrument shall be construed to include the plural.

DATED: MARCH 2, 2000.

X Carl M. Tidwell  
CARL M. TIDWELL  
X Myrna J. Tidwell  
MYRNA J. TIDWELL

STATE OF Idaho )  
COUNTY OF Canyon ) ss.

On this 2<sup>nd</sup> day of March, 2000,  
before me, a Notary Public in and for said State, personally  
appeared CARL M. TIDWELL and MYRNA J. TIDWELL,  
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.

Margaret Blake  
Notary Public for Idaho  
Residing at Catalina  
Comm. Expires: 12-10-05

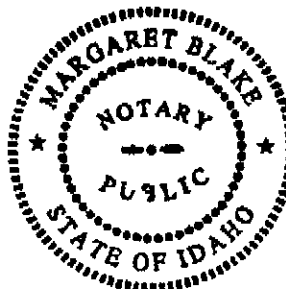


**EXHIBIT "A" TO  
SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 3 OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE BOISE  
MERIDIAN, CANYON COUNTY, IDAHO.

200015626

RECORDED

00 MAY 4 AM 11 22

G. NOEL MALES  
CANYON COUNTY RECORDER

BY *[Signature]*

REQUEST PIONEER-NALPA  
TYPE *[Signature]* FEE *[Signature]*

200014235

RECORDED

00 APR 25 AM 11 42

G NOEL MALES

CANYON & NID RECORDER

BY *[Signature]*

REQUESTED *Carl Tidwell*  
FEE *9.50*

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Carl M. & Myrna J. Tidwell  
5855 Ustick Road  
Nampa, ID 83687

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SPECIAL WARRANTY DEED

### GRANTOR:

CARL M. TIDWELL and MYRNA J. TIDWELL, husband and wife.

### GRANTEE:

CARL M. TIDWELL and MYRNA J. TIDWELL, as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST under Trust Agreement dated effective February 24, 2000, and their substitutes and successors as Trustee thereunder.

### GRANTEE'S MAILING ADDRESS FOR TAX NOTICES:

5855 Ustick Road, Nampa, ID 83687.

### DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of Canyon, State of Idaho:

The real estate more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

FOR GOOD AND SUFFICIENT CONSIDERATION, the above-named Grantor does hereby GRANT and CONVEY unto the above-named Grantee, the real property above described, together with all improvements thereon and all appurtenances thereto. This deed is given for estate planning purposes, without valuable consideration in cash or property, to vest title to the property in a living trust established by Grantor parties.

Grantor WARRANTS that Grantor has good right and authority to execute and deliver this deed to the Grantee, and that Grantor is the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantor. If the premises conveyed hereby are subject to any encumbrance securing indebtedness for the payment of which Grantor is presently personally liable, nothing herein contained shall be construed to release Grantor from such personal liability.

The singular terms "Grantor" and "Grantee" as used in this instrument shall be construed to include the plural.

DATED: MARCH 2, 2000.

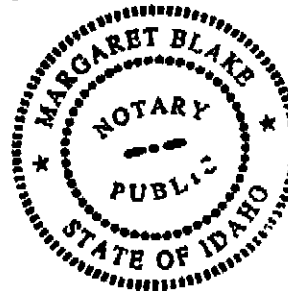
Carl M. Tidwell  
CARL M. TIDWELL

Myrna J. Tidwell  
MYRNA J. TIDWELL

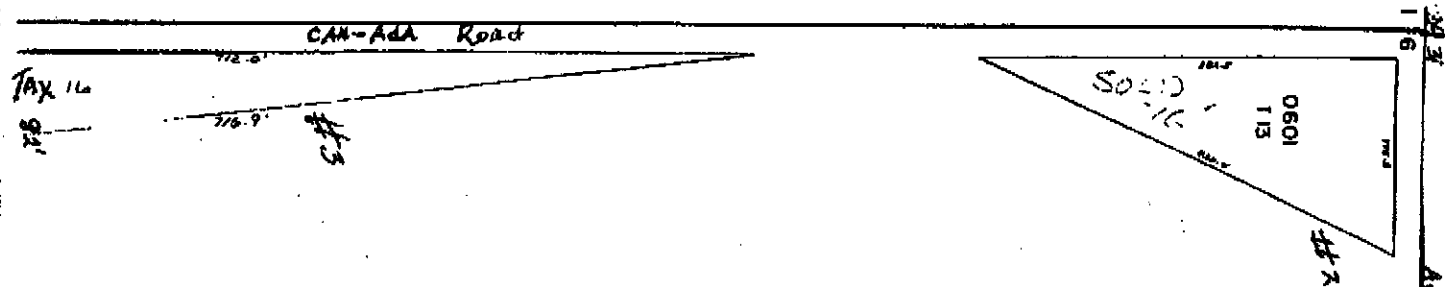
STATE OF IDAHO  
COUNTY OF CARLETON ss.

On this 2 day of MARCH, 2000, before me, a Notary Public in and for said State, personally appeared CARL M. TIDWELL and MYRNA J. TIDWELL, 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.

Margaret Blake  
Notary Public for: Idaho  
Residing at: Carlwell  
Comm. Expires: 12-10-05



Parcel #3



Beginning at the 1/16 corner on the West edge of Section 6, T. 3N., R. 1W., Boise Meridian, which 1/16 corner is marked by a steel pin and is south 1334.6 feet from the northwest corner of said section 6;

thence S 89° 50" E 25.0 feet to the REAL POINT OF BEGINNING;

thence north 712.0 feet along the east right-of-way line of a county road to a point;

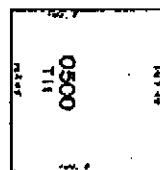
thence S 6°34'00" E 716.9 feet along the west right-of-way line of  
Phyllis Canal to a point;

thence N 89°50' W 82.0 feet to the REAL POINT OF BEGINNING.

**Above described tract contains 0.670 acres.**

I, Gerril A. Thomas, a licensed civil engineer, hereby certify that the above description was prepared from a survey by me in October 1972 and is correct according to my best knowledge and belief.

Cecil A. Thomas  
Cecil A. Thomas, Civil Engineer  
Idaho State License No. 645

 $\longrightarrow \mathbb{R}$

Parcel #1  
High & Dry

PIONEER TITLE COMPANY  
OF CANYON COUNTY

PC47581

610 SOUTH KIMBALL AVENUE  
CALDWELL, IDAHO 83605  
PHONE (208)459-1651

NOTICE

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON

2002 LOT PROPERTY TAX AMOUNT OF \$10.90  
NO PRORATIONS OF IRRIGATION DONE THROUGH CLOSING,  
~~NO KNOWN IRRIGATION DISTRICT~~ *Nampa Meridian*  
**HIGH AND DRY**

Buyer and Seller therein hereby affirm and agree that PIONEER TITLE COMPANY OF CANYON COUNTY, INC., its employees, agents or assigns, have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax as shown in the tax statement forwarded by the Treasurers Office during the year of this sale, differ from the figure represented in the attached closing statement, the following will occur:

1. In the event the Buyer has received excess credit based on the "estimated" tax, the Buyer agrees to reimburse Seller **outside close of escrow**;
- OR
2. In the event the Seller has received excess credit based on the "estimated" tax, the Seller agrees to reimburse Buyer **outside close of escrow**.
3. Payment, if any, shall be made by the respective party within three (3) months of receiving the actual tax notice.

IN WITNESS WHEREOF, the parties have set their hands this December 4, 2002.

BUYER:

\_\_\_\_\_  
Paul C. Ralph D/B/A  
Paul Ralph Construction  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
*Carl M. Tidwell*  
Carl M. Tidwell, Co-Trustee  
\_\_\_\_\_  
*Myrna J. Tidwell*  
Myrna J. Tidwell, Co-Trustee  
\_\_\_\_\_  
\_\_\_\_\_

High and  
Dry  
Parcel # 2  
✓

PIONEER TITLE COMPANY  
OF CANYON COUNTY

PC48400

610 SOUTH KIMBALL AVENUE  
CALDWELL, IDAHO 83605  
PHONE (208)459-1651

NOTICE

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON

2003 **ESTIMATED** PROPERTY TAX AMOUNT OF \$11.11  
NO IRRIGATION PRORATED THROUGH CLOSING-HIGH AND DRY

Buyer and Seller therein hereby affirm and agree that **PIONEER TITLE COMPANY OF CANYON COUNTY, INC.**, its employees, agents or assigns, have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax as shown in the tax statement forwarded by the Treasurers Office during the year of this sale, differ from the figure represented in the attached closing statement, the following will occur:

1. In the event the Buyer has received excess credit based on the "estimated" tax, the Buyer agrees to reimburse Seller **outside close of escrow**;

OR

2. In the event the Seller has received excess credit based on the "estimated" tax, the Seller agrees to reimburse Buyer **outside close of escrow**.
3. Payment, if any, shall be made by the respective party within three (3) months of receiving the actual tax notice.

IN WITNESS WHEREOF, the parties have set their hands this January 17, 2003.

BUYER:

*Michael J. McGovern*

Michael J. McGovern

*Cyndee L. McGovern*

Cyndee L. McGovern

SELLER:

*Carl M. Tidwell, Trustee*

Carl M. Tidwell, Trustee

*Myrna J. Tidwell, Trustee*

Myrna J. Tidwell, Trustee

CD  
CRM

## WARRANTY DEED

Carl M. Tidwell and Myrna J. Tidwell, as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST u/t/a dated effective February 24, 2000, and their substitutes and successors as Trustee thereunder, Grantor, hereby conveys, grants and warrants to MICHAEL J. McGOVERN and CYNDEE L. McGOVERN, husband and wife, Grantees, whose address is 2207 NW 14<sup>th</sup> Street, Meridian, ID 83642 for the sum of TEN DOLLARS and other good and valuable consideration, the following described real property:

See Exhibit "A" attached hereto and incorporated herein by this reference as if set forth in full. The Exhibit "A" property is hereinafter described as the "Property."

SUBJECT TO taxes and assessments for the year 2003 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

RESERVING UNTO Grantor an easement for ingress, egress and access to the balance of Grantor's real property for all purposes, including but not limited to agricultural, which easement is described on Exhibit "B" attached hereto and, by this reference, incorporated herein as if set forth in full.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, and rights-of-way in anywise appertaining to the Property, except that any water diverted under water right license no. 63-10681, or any portion thereof, expressly is excluded from this conveyance, and no portion of water right license no. 63-10681 shall pass with the Property but, instead, shall be retained by Grantor.

The Grantor covenants to the Grantees that it is the owner in fee simple of said Property, that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that it will warrant and defend the same from all lawful claims.

Parcel #2  
No Water  
Rights from  
63-11  
↓

IN WITNESS WHEREOF, the Grantor executes this instrument on this \_\_\_\_ day of \_\_\_\_\_, 2003.

THE CARL M. & MYRNA J. TIDWELL TRUST

Carl M. Tidwell, Trustee  
Carl M. Tidwell

Myrna J. Tidwell, Trustee  
Myrna J. Tidwell

STATE OF IDAHO                    )  
                                              :SS  
County of Canyon                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, \_\_\_\_\_, a Notary Public, personally appeared Carl M. Tidwell and Myrna J. Tidwell, as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST u/t/a dated effective February 24, 2000, 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 as Co-Trustees of THE CARL M. & MYRNA J. TIDWELL TRUST u/t/a dated effective February 24, 2000 and were so authorized to do so for and on behalf of said trust.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires: \_\_\_\_\_

ja/Z:\Work\TNTidwell\C9525\WRNTDEED.doc

## EXHIBIT "A"

This parcel is a part of Government Lot 4, Section 6, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows: COMMENCING at the northeast corner of said Government Lot 4; thence North  $89^{\circ}57'43''$  West along the north boundary of said Government Lot 4 a distance of 116.55 feet to the TRUE POINT OF BEGINNING; thence South  $00^{\circ}20'49''$  West parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet; thence North  $89^{\circ}57'43''$  West parallel with the north boundary of said Government Lot 4 a distance of 116.55 feet; thence North  $00^{\circ}20'49''$  East parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet to a point on the north boundary of said Government Lot 4; thence South  $89^{\circ}57'43''$  East along said north boundary a distance of 116.55 feet to the TRUE POINT OF BEGINNING. This parcel contains 1.000 acres, more or less, and is subject to all easements and rights-of-way of record or implied.

## EXHIBIT "B"

A 65-foot wide easement extending along the entire North boundary line of the Exhibit "A" property.





*Greg L. Skinner, PLS  
Fritz Brownell, PLS  
Darin Holzhey, PLS*

November 01, 2002

Description for  
Carl Tidwell  
Job No. JN1902

Parcel 1

This parcel is a part of Government Lots 3 and 4 in Section 6, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the northwest corner of said Government Lot 3;

thence South 89° 57' 43" East along the north boundary said Government Lot 3 a distance of 18.00 feet;

thence South 00° 20' 49" West parallel the west boundary of said Government Lot 3 a distance of 373.79 feet;

thence North 89° 57' 43" West parallel with the north boundary of said Government Lots 3 and 4 a distance of 134.55 feet;

thence North 00° 20' 49" East parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet to a point on the north boundary of said Government Lot 4;

thence South 89° 57' 43" East along said north boundary a distance of 116.55 feet to the **POINT OF BEGINNING**.

This parcel contains 1.155 acres, more or less, and is subject to all easements and rights-of-way of record or implied.



U.S. - C.R.

**READ**

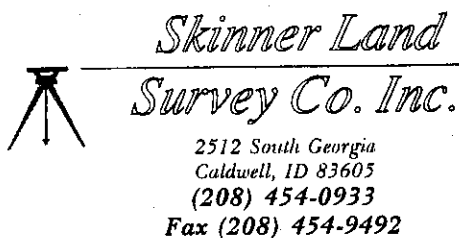
R30397

R3039447

R30398  
T11

R30396

R30396011



Greg L. Skinner, PLS  
Fritz Brownell, PLS  
Darin Holzhey, PLS

July 08, 2002

Description for  
Carl Tidwell  
Job No. JN1902

Parcel 2

This parcel is a part of Government Lot 4, Section 6, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the northeast corner of said Government Lot 4;

thence North 89° 57' 43" West along the north boundary of said Government Lot 4 a distance of 116.55 feet to the **TRUE POINT OF BEGINNING**;

thence South 00° 20' 49" West parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet;

thence North 89° 57' 43" West parallel with the north boundary of said Government Lot 4 a distance of 116.55 feet;

thence North 00° 20' 49" East parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet to a point on the north boundary of said Government Lot 4;

thence South 89° 57' 43" East along said north boundary a distance of 116.55 feet to the **TRUE POINT OF BEGINNING**.

This parcel contains 1.000 acres, more or less, and is subject to all easements and rights-of-way of record or implied.



Exception 1

R30398  
T II

COMMENCING at the northwest corner of Government Lot 4;

thence South 89° 57' 43" East along the north boundary of said Government Lot 4 a distance of 763.90 feet;

thence South 00° 07' 42" East a distance of 25.00 feet to the **TRUE POINT OF BEGINNING**;

thence South 89° 57' 43" East a distance of 147.45 feet;

thence South 00° 07' 42" East a distance of 141.90 feet;

thence North 89° 57' 43" West a distance of 147.45 feet;

thence North 00° 07' 42" West a distance of 141.90 feet to the **TRUE POINT OF BEGINNING**.

This parcel contains 0.480 acres, more or less, and is subject to all easements and rights-of-way of record or implied.

Exception 2

COMMENCING at the northwest corner of said Government Lot 4;

thence South 00° 08' 38" East along the west boundary of said Government Lot 4 a distance of 25.00 feet;

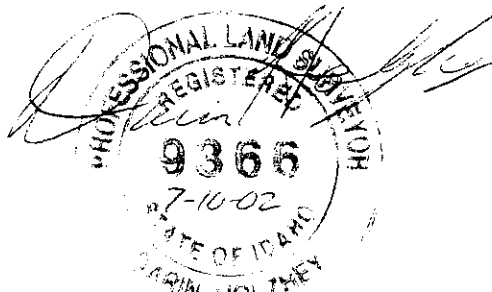
thence South 89° 57' 43" East a distance of 25.00 feet to the **TRUE POINT OF BEGINNING**;

thence South 89° 57' 43" East a distance of 175.50 feet to a point on the westerly right-of-way of the Phyllis Canal;

thence South 24° 32' 04" West along said right-of-way a distance of 420.33 feet;

thence North 00° 08' 38" West a distance of 382.50 feet to the **TRUE POINT OF BEGINNING**.

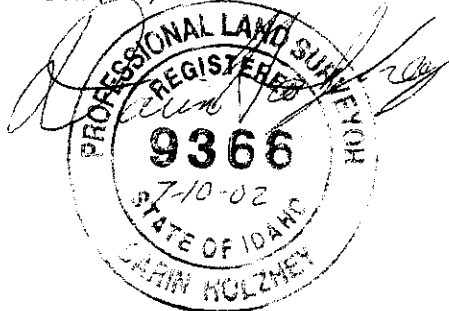
This parcel contains 0.771 acres, more or less, and is subject to all easements and rights-of-way of record or implied.





*Skinner Land  
Survey Co. Inc.*

2512 South Georgia  
Caldwell, ID 83605  
(208) 454-0933  
Fax (208) 454-9492



Greg L. Skinner, PLS  
Fritz Brownell, PLS  
Darin Holzhey, PLS

July 08, 2002

Description for  
Carl Tidwell  
Job No. JN1902

Parcel 3 *R 30396*  
*C*

This parcel is a part of Government Lot 4, Section 6, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the northwest corner of said Government Lot 4;

thence South 89° 57' 43" East along the north boundary of said Government Lot 4 a distance of 1008.11 feet;

thence South 00° 20' 49" West parallel with the east boundary of said Government Lot 4 a distance of 373.79 feet;

thence South 89° 57' 43" East parallel with the north boundary of said Government Lot 4 a distance of 233.10 feet to a point on the east boundary of said Government Lot 4;

thence South 00° 20' 49" West along said east boundary a distance of 961.95 feet to the southeast corner of said Government Lot 4;

thence North 89° 54' 59" West along the south boundary of said Government Lot 4 a distance of 1122.77 feet;

thence North 06° 42' 38" West a distance of 717.03 feet;

thence South 00° 08' 38" East parallel with the west boundary of said Government Lot 4 a distance of 712.00 feet to a point on the south boundary of Government Lot 4;

thence North 89° 54' 59" West along said south boundary a distance of 25.00 feet to the southwest corner of Government Lot 4;

thence North 00° 08' 38" West along the west boundary of said Government Lot 4 a distance of 1334.75 feet to the **POINT OF BEGINNING**.

This parcel contains 35.201 acres, more or less, and is subject to all easements and rights-of-way of record or implied and excepting therefrom the following described parcels:

## **TIDWELL ACRES**

### **Protective Restrictions and Covenants**

BE IT KNOWN that the undersigned, Carl Tidwell and Myrna Tidwell, husband and wife, are the owners, hereinafter referred to as the GRANTORS, of Parcels 2 and ~~3~~ of Tidwell Acres, Canyon County, Idaho. Parcel 1 of Tidwell Acres is owned by Paul C. Ralph. Parcels 1, 2 and 3 of Tidwell Acres are hereinafter referred to as the "Property," which Property is more particularly described on the attached Exhibit A. Grantors and Ralph deem it advisable that the Property be reserved and used for residential homes. For the protection of the homes in the Property and of the surrounding area, the Grantors and Ralph do hereby adopt the following restrictive covenants to apply to the Property:

1. **General Provisions.** The restrictions herein applied shall attach and run with the Property and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title or interest in and to the Property and the successors thereof under any circumstances, who shall be referred to as Grantees.

2. **Building Criteria.** No residence shall be built on less than one parcel comprising the Property. No parcel, nor any part thereof, nor any structure placed thereon, shall be used for commercial purposes; the use of each parcel shall be as a rural residential acreage only and shall be limited and restricted to one single family dwelling thereon with an attached, semi-detached or detached, private garage for not more than four cars or vehicles, including boats and camper trailers. Other outbuildings incidental to acreage residential use shall be permitted. The floor area of a one-story house on the property shall not be less than 2,000 square feet. Two-story and tri-level houses shall have not less than 2,600 square feet. Homes with daylight basements are permitted with a minimum of 2,600 square feet. Floor areas are exclusive of open porches, terraces, decks and garages. All houses shall have a minimum of three (3) bedrooms with closets and two (2) bathrooms. Basements are permitted, but they must be finished and habitable. No mobile or modular homes are permitted on the Property.

3. **Land Use.** No building shall be located on any parcel nearer than \_\_\_\_\_ feet to the front lot line or nearer than \_\_\_\_\_ feet from the side line of the parcel on which the structure is placed. No barn, loafing shed or other building for the housing or care of animals shall be placed within two hundred (200) feet of any established residence dwelling or individual well and shall not exceed one (1) story in height. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structures.

4. **Architectural Control.** No building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the designated Architectural Control Committee as to site and

quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. All buildings shall be constructed in compliance with county zoning ordinances or regulations, including compliance with minimum setback requirements, if any.

5. **Building Materials.** All buildings erected upon any parcel, including outbuildings, shall be of stone, brick, frame or stucco constructions and, if other than brick or stone is used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to other adjacent property owners. No building or structure shall be constructed of or faced with pumice block, concrete block, lava cinder stone or other building material not ordinarily used and approved by architects for high quality construction. No gravel roofs are permitted. Roofs shall either be shake, tile, metal or asphalt.

6. **Work Prosecution.** The construction of all dwellings shall be diligently and continuously carried on from the time of commencement thereof and shall be completed within six (6) months of the date of commencement of construction unless such completion is prevented by causes beyond the control of the Grantee.

7. **Architectural Control Committee.** The Architectural Control Committee is composed of Carl and Myrna Tidwell. Either member may designate the other to act for him or her. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor.

8. **Temporary Structures.** No structures of a temporary character, i.e., shack, tent, basement only, garage, barn or other outbuildings shall be used at any time as a resident, either temporarily or permanently.

9. **Animals.** No parcel shall be used for the keeping or pasturing of fowl or swine. Other animals for personal or 4-H related projects only are acceptable. No animals shall be kept or bred or maintained for any commercial purpose. A maximum of three (3) horses, three (3) mules, five (5) cows, fifteen (15) sheep, but not more than a total of fifteen (15) livestock, may be kept. Any livestock permitted on any of said premises shall be fenced and cared for as not to annoy, offend or trespass on the property of other property owners. Vicious, dangerous and unmanageable animals shall not be permitted. Dogs, cats, or other household animals shall be cared for as not to annoy or offend other property owners.

10. **Outbuildings.** All outbuildings shall be compatible with other buildings in the Property. A good quality frame building with factory colored steel siding and roofing may be approved by the Architectural Control Committee. No outbuilding shall exceed 18' in height measured from ground level to the highest roof ridge line.

11. **Fences.** All fencing shall consist of brick, stone, concrete block, redwood, cedar, mesh wire, treated pole fencing, vinyl or other materials generally sold for and considered as good and substantial fence products. Fencing shall be erected in a proper workmanship manner and maintained to provide stability and non-objectionable appearance, so as to be inoffensive to other property owners and to serve the fence purpose.

12. **Excavation.** No excavation for stone, gravel, earth or minerals shall be made upon any parcel. Excavation that is necessary and contemplated in the plans in connection with the erection of a building is acceptable.

13. **Domestic Water.** Grantors are under no obligation to deliver domestic water or to furnish rights of way in connection with the delivery of domestic water to any parcel on the Property. Grantees will be responsible to drill for individual domestic water at Grantees' expense. Such will comply in all respects with regulations and health standards of the Central District Health Department and the State of Idaho Department of Health.

14. **Utilities.** Grantors are under no obligation to provide power or telephone to any parcel. Grantees are responsible to extend these services to Grantees' parcel at Grantees' expense.

15. **Irrigation and Drainage.** The Property is located within the boundaries of Nampa Meridian Irrigation District, however, Parcels 1 and 2 are deemed "high and dry" meaning they are not-irrigable and will not be entitled to receive any water from Nampa Meridian Irrigation District. Parcels 1 and 2 are without irrigation water, and Grantors shall have no obligation to ensure delivery of irrigation water to the Property.

Each Grantee shall control the drainage and storm run-off from his parcel so as to prevent damage or burden to adjoining property.

16. **Sewage Disposal.** Approval of all sewage disposal systems installed shall first be secured from the Central District Health Department and the Grantors shall have no obligation to construct any sewage disposal systems or provide any connection thereto. All bathroom, sink, and toilet facilities shall be located inside the dwelling house or suitable appurtenant building and shall be connected by underground pipe with a private septic tank placed at a depth and type of construction approved by Canyon County and State of Idaho health authorities. Drainage from said septic tank shall be kept within the building limits of each parcel.

17. **Refuse and Dumping.** No parcel, nor any part thereof, shall be used or maintained as a dumping ground for rubbish, abandoned automobile bodies, trash, garbage or other waste material.

Parking of trailers, motor homes, recreational vehicles and like equipment, or junk cars or other unsightly vehicles shall not be allowed on any part of the Property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. (The Architectural Committee shall be the sole and exclusive judges of approved areas.)

Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition.

No visible junk machinery, building equipment or material shall be stored on the Property until the Grantee is ready and able to commence construction with respect to a building upon which such building material will be used, then such building material shall be placed within the property line of such parcel upon which the structure is to be erected.

18. **Signs.** No signs or billboards of any kind shall be erected, posted or displayed upon any parcel. The name of a resident of a dwelling house upon a building site may be displayed upon a name or address plaque. Each Grantee or Grantee's representative may advertise Grantee's property for sale.

19. **Nuisances.** No portion of the Property or parcel or any structure thereon shall be used for the conduct of any trade or business or professional activity that cannot be conducted within the residence of the owner. No signs shall be installed to advertise said business.

Noxious or undesirable use of any portion of the Property shall not be permitted or maintained, except as approved by the Architectural Control Committee.

20. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any parcel or the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property or any parcel.

21. **Driveways.** There shall be one entrance to the Property located on Parcel 2. Prior to completion of a dwelling, the owner thereof shall construct a drive from the Parcel 2 access to the garage or other outbuilding adequate to provide off street parking for the vehicles of the occupants and their guests; and all driveways shall be properly surfaced and maintained with gravel, asphalt or concrete. If necessary, any driveway constructed on any parcel shall have a pipe there under of at least twelve (12) inches in diameter, or larger if necessary, to provide adequate flow of irrigation or drainage water and at any point where said driveway crosses any ditch or pipe used for the conveyance of irrigation water, said pipes being for the purpose of

drainage. The pipes herein referred to may consist of tile, concrete, iron or steel, or any other substance of a permanent nature. All pipe installation made within a dedicated right-of-way shall be made only after plans therefore shall have been submitted to and a permit granting approval thereof shall have been issued by the Canyon County Highway District with respect to the adequacy of such installation for drainage purposes.

22. **Landscaping.** Landscaping of front yard is to be completed within 60 days of occupancy of any residence constructed. Landscaping of the remaining yard area is to be diligently pursued. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee.

23. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved for location on the deeds transferring the Property. Said easements shall be permanent and perpetual. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage or irrigation channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility is responsible, or unless an easement agreement or deed exists and provides for other maintenance.

24. **Radio Towers.** Installation outside any building of radio or television antennae is prohibited. Installation outside any building of satellite dish is prohibited without written consent from the Architectural Committee, which may require them to be screened from view.

25. **Interpretation, Variance, Waiver and Amendment.** The Architectural Committee is empowered to interpret these restrictions and covenants and determine whether or not other dwellings or other structures, proposed, completed or in the course of construction meet the requirements hereof, are architecturally sound and harmonious, and as to quality of materials and workmanship. No variance from or waiver of the requirements of these restrictions and covenants may be granted or claimed unless the same be in writing, subscribed by the Architectural Committee and the owners of other parcel, if any.

These restrictions and covenants may be amended only by written instrument subscribed and acknowledged by the Architectural Committee and the owners of the other parcels, if any, and shall be effective only when said instrument of amendment is filed of record in the office of the Canyon County Recorder.

In the case of dispute between parcel owners, or the Architectural Committee and a parcel owner, the Architectural Committee's interpretation as certified by instrument in writing signed by the members of the Architectural Committee shall be final. Buildings or other structures, approved by the Architectural Committee, completed or in the course of construction at the time that these amendments are effective, shall be deemed in compliance herewith. These amendments shall be effective as of the date of their recording with the Canyon County Recorder.

26. **Term.** These covenants shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to the Property or any part thereof for a period of thirty (30) years from the date of the recording hereof, after which time such covenants shall expire unless an instrument of agreement or renewal and/or changes of these covenants for a stated period of time is signed by a majority of the current owners of said properties and properly recorded. If allowed to expire, the applicable Canyon County zoning ordinances and regulations shall apply.

27. **Violation.** If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for the Architectural Committee or any other parcel owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from doing or to recover damages or other relief from such violation. The unsuccessful party to any such proceeding shall pay the other party's attorneys fees and costs.

It is further provided that a breach of any of the conditions contained herein or any re-entry by reason of such breach shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

28. **Heirs and Assigns.** These protective restrictions shall be binding upon the Grantors, and each of them, Paul C. Ralph, and upon their heirs, successors and assignees.

IN WITNESS WHEREOF, we have subscribed our names this \_\_\_\_\_ day of December, 2002.

GRANTORS:

\_\_\_\_\_  
Carl Tidwell

\_\_\_\_\_  
Myrna Tidwell

\_\_\_\_\_  
Paul C. Ralph d/b/a Paul Ralph Construction

STATE OF IDAHO            )  
                                      :SS  
County of Canyon        )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2002, before me, \_\_\_\_\_, a Notary Public, personally appeared CARL TIDWELL and MYRNA TIDWELL, husband and wife, 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.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2002, before me, \_\_\_\_\_, a Notary Public, personally appeared Paul C. Ralph d/b/a/ Paul Ralph Construction, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for Idaho  
Commission expires: \_\_\_\_\_

PROTECTIVE AND RESTRICTIVE COVENANTS - 8  
Tidwell Acres

EXHIBIT A  
(Legal Description of Parcels 1, 2 and 3)