

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-769A
Date Received: 10/17/1988
Receipt No: S002983
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

PARDUE CATTLE COMPANY LLC Phone: (208)823-4692
PO BOX 282
CAREY ID 83320

2. Date of Priority: 03/03/1883

3. Source: FISH CREEK Trib. to: LITTLE WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	22E	4	NE NW 3	BLAINE	

5. Description of diverting works:

HEADGATE, SPRINKLERS, GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	9/01	0.9	

7. Total Quantity Appropriated is:
0.9 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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01S	22E	7	SW	NW	IRRIGATION	40
			NW	SW	IRRIGATION	11
			SW	SW	IRRIGATION	39
Section Acres						90
Total Acres						90

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

BOTH DECREES SUPPLY 1.8 CFS ON 90 ACRES.

15. Basis of Claim: Decreed

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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, 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 Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
	37-768A	-			
	769A	-			

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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) Sue A. Esterholdt
3948 N 1400 E, Buhl, ID 83316
4. New Owner/Claimant(s) Pardue Cattle Co.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 282
- City, State and ZIP Code Carey, ID 83320
- New Telephone Number (208) 823-4692
5. Date you acquired the property 9-24-2002

RECEIVED

JUN 22 2005

Department of Water Resources
Southern Region

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 (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) W.D. Pardue
(include title if applicable) _____

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 <u>[Signature]</u>	Date <u>6-22-05</u>	Fee <u>—</u>
Receipted by <u>—</u>	Date <u>—</u>	Receipt No. <u>—</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

BLAINE CO. REQUEST

(241 acres less 4.9 acres, more or less, Justesen Ranch, Carey, Idaho)

Deed
OF Commonwealth Land Title

WARRANTY DEED

2000 JAN -5 P 12: 27

435349

MARSHA RIEMANN, CLERK

FEES \$15.00

mpp

1/5/2000

WHEREAS, pursuant to that certain Warranty Deed dated September 30, 1992, recorded as instrument No. 345413 in Volume ____ Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, Sue R. Justesen (now Sue R. Esterholdt) conveyed certain real property located in Blaine County, Idaho to W. D. Pardue (a/k/a W. D. Pardue, Sr.); and

old
deed

WHEREAS, pursuant to that certain Correction Warranty Deed dated April 1, 1993, recorded as instrument No. 359444 in Volume ____ Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, Sue R. Esterholdt (formerly Sue R. Justesen) corrected the legal description in the earlier September 30, 1992 deed described above, and reconveyed certain real property described on Exhibit "A" hereto located in Blaine County, Idaho to W. D. Pardue (a/k/a W. D. Pardue, Sr.) as his sole and separate property; and

not
correct
deed

WHEREAS, thereafter, W. D. Pardue and wife Alma Pardue conveyed a certain 4.9 acre (more or less) portion of the real property conveyed and reconveyed to W. D. Pardue described above to Charles Riemann and Marsha Riemann, husband and wife, pursuant to a certain Warranty Deed dated December 28, 1993, recorded as Instrument No. 361251 in Volume ____, Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and subsequently made a reconveyance of such 4.9 acre tract by the same grantors to the same grantees with a corrected legal description of the 4.9 acre conveyed property pursuant to a certain Warranty Deed dated May 26, 1994, executed and acknowledged June 13, 1994, recorded as Instrument No. 317631 in Volume ____, Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and more specifically described on Exhibit "A" hereto; and

WHEREAS, the remaining portion of the property conveyed and reconveyed to W. D. Pardue as described above, being all the land that was not conveyed by the said December 28, 1983 Warranty Deed and reconveyed by the May 26, 1994 Warranty Deed to the Riemanns as described above, is the real property described on Exhibit "A" hereto which is intended to be conveyed herein by this present Warranty Deed (the "Subject Real Property"); and

WHEREAS, the Subject Real Property and any improvements or other real or personal property or ownership rights, whether tangible or intangible, and any service or other contracts or trade names, associated or used in connection with any of the above are all herein collectively called the "SUBJECT PROPERTY"; and

WHEREAS, any outstanding promissory notes, if any, relating to the Subject Property have now been finally paid and all lien(s) securing same, if any, have all been released; and

WHEREAS, as a result of the above, W.D. Pardue, joined by his wife Alma Pardue

pro forma or otherwise as may be required to fully effectuate the conveyance of the SUBJECT PROPERTY as herein contemplated, (herein collectively called "GRANTOR" or "GRANTORS"), whose collective mailing address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228, have, at all times since September 30, 1992 been the owners of the Subject Property, and have consistently acted accordingly in all their business and commercial dealings regarding the Subject Property, and by their signatures below, in addition to conveying the Subject Property as herein described, effectively confirm of record their ownership of the Subject Property, effective from the date of the original deed and conveyance of the Subject Real Estate to W. D. Pardue, on or about September 30, 1992, until and through the effective date of this Warranty Deed set forth hereinbelow; and

WHEREAS, Grantors, for centralization and efficiency of management and other purposes, have created PARDUE LAND COMPANY, LTD., a Texas limited partnership (herein "Limited Partnership" or "GRANTEE"), to own and manage the Subject Property, and desire pursuant thereto to convey their ownership of the Subject Property to the Grantee, whose address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228;

NOW THEREFORE, GRANTORS, for ten dollars and other good and valuable consideration to Grantors in hand paid by Grantee, the receipt of which is hereby acknowledged by Grantors, BUT SUBJECT TO outstanding liens, if any, (including but not limited to any such liens securing any indebtedness or any payment or other obligations relating to the Subject Property, if any), against all or any part of the Subject Property, BUT ONLY TO THE EXTENT such liens are listed on Exhibit "A" attached hereto and are excluded from or not covered by any current owner's policy of title insurance covering the Subject Property in favor of Grantors (or any one or more of them); and subject to any zoning or other restrictions, and oil, gas or other mineral reservations, and covenants or conditions that relate to or affect the Subject Property and are presently of record, if any, including but not limited to any easements, rights-of-way, or prescriptive rights, any discrepancies, conflicts, or shortages in area or boundary lines, or encroachments or overlapping of improvements, payment of any existing or current tax or assessment obligations owed to any taxing authority that may pertain to the Subject Property, or any such tax or assessment for future or prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes,

DO HEREBY GRANT, SELL AND CONVEY to Grantee the Subject Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Subject Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to this conveyance and warranty recited above.

When the context requires, singular nouns and pronouns include the plural.

WITNESS our hands this 15th day of December, 1999, to be effective as to the

conveyance by Grantors to Grantee herein, on the 15th day of December, 1999.

GRANTOR:

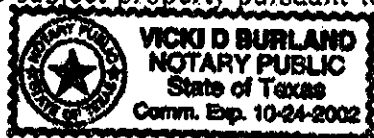
W. D. Pardue
W. D. Pardue, Individually

Alma Pardue
Alma Pardue, Individually and/or pro forma, as
the case may be

ACKNOWLEDGEMENT

State of Texas,
County of Dallas

This instrument was acknowledged before me on the 15th day of December, 1999 by W.D. PARDUE, and wife ALMA PARDUE, in their individual capacities, and with respect to ALMA PARDUE, also pro forma, as the case may be, to fully effectuate the conveyance of the subject property pursuant to this Warranty Deed.



Vicki D Burland
Notary Public, State of Texas

My Commission expires: 10-24-02

W. Wayne Pardue
CARE

WARRANTY DEED

GRANTOR, Pardue Land Company, Ltd. of Texas, a limited partnership, for good and valuable consideration, does hereby GRANT, BARGAIN, SELL and CONVEY, unto Pardue Cattle Company L.L.C., a Texas limited liability company whose current address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228 as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate situated in Blaine County, to wit:

See attached Exhibit "A."

To have and to hold said premises together with their appurtenances unto the Grantee, its heirs and assigns forever. Said Grantor does hereby covenant to Grantee that it is the owner in fee simple of said premises and the premises are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument this 24th day of September 2002.

Instrument # 471578

HAILEY, BLAINE, IDAHO

2002-10-02

12:30:00 No. of Pages: 3

Recorded for : GERY W EDSON, PA

MARSHA RIEMANN

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

Randal Wayne Pardue

Pardue Land Company Ltd.

By its General Partner,

Pardue Development Company, LLC,

By its Manager, Randal Wayne Pardue

STATE OF Texas)

County of Dallas) §

On this 24th day of September 2002, before me, Randal Wayne Pardue, known or identified to me to be the Manager and President in the limited liability company of Pardue Development Company LLC, and is the general partner in Pardue Land Company, Ltd. who subscribed said name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

(SEAL)

Vicki D. Burland

Notary Public for Texas

Residing at: Dallas

My commission expires: 10-24-02

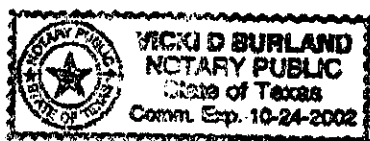


Exhibit "A" to Warranty Deed Page 1 of 2
(241 Acres, less 4.9 acres, more or less, located in Blaine County, Idaho)

Being the same land conveyed to W. D. Pardue by that certain Correction Warranty Deed, from Sue R. Esterholdt (formerly Sue R. Justesen, dated April 1, 1993, recorded as Instrument No. 359444 in Volume _____, Page _____, Deed or Official or Real Property Records, Blaine County, Idaho, and more specifically described as follows:

TOWNSHIP 1 SOUTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO:

Section 12: A parcel of land located within the NE1/4 of the NE1/4 of said section and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 12, which point is the TRUE POINT OF BEGINNING; thence

S. 89 deg. 42 min. W., approximately 255 feet, along the Northerly boundary of said Section 12; thence

South, approximately 494 feet, said line being parallel to the East boundary of said Section 12; thence

East, approximately 177 feet, to the county road; thence

N. 26 deg. 04 min. 56 sec. E., approximately 177.4 feet, along the county road, to a point on the East boundary of said Section 12; thence

North, approximately 336 feet, along the East boundary of said Section 12, to the TRUE POINT OF BEGINNING. (Tax Lot 3189)

TOWNSHIP 1 SOUTH, RANGE 22 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO:

Section 7: A parcel of land located within the NW1/4 of the NW1/4 (Govt. Lot 1) within said section and being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 7, which point is the TRUE POINT OF BEGINNING; thence

S. 89 deg. 44 min. E., approximately 568 feet, along the North boundary of said Section 7; to its intersection with the county road; thence

S. 59 deg. 35 min. 29 sec. W., approximately 658.59 feet, along the county road, to a point on the West boundary of said Section 7; thence

North, approximately 336 feet, along the West boundary of said Section 7, to the TRUE POINT OF BEGINNING. (Tax Lot 2266)

AND Lots 2, 3, and 4.

ALSO right of way for ingress and egress over a 50-foot strip of land in Lot 1 more particularly described as follows:

COMMENCING at the Southwest corner of the NW1/4 NW1/4 of Section

EXHIBIT "A" PAGE 2 OF 2

7, Township 1 South, Range 22 East, Boise Meridian, and running thence East 50 feet; thence North 925 feet, more or less, to the South line of aforesaid highway; thence Southwesterly along said highway to the West line of said Section 7; thence South along said Section line to the POINT OF BEGINNING.

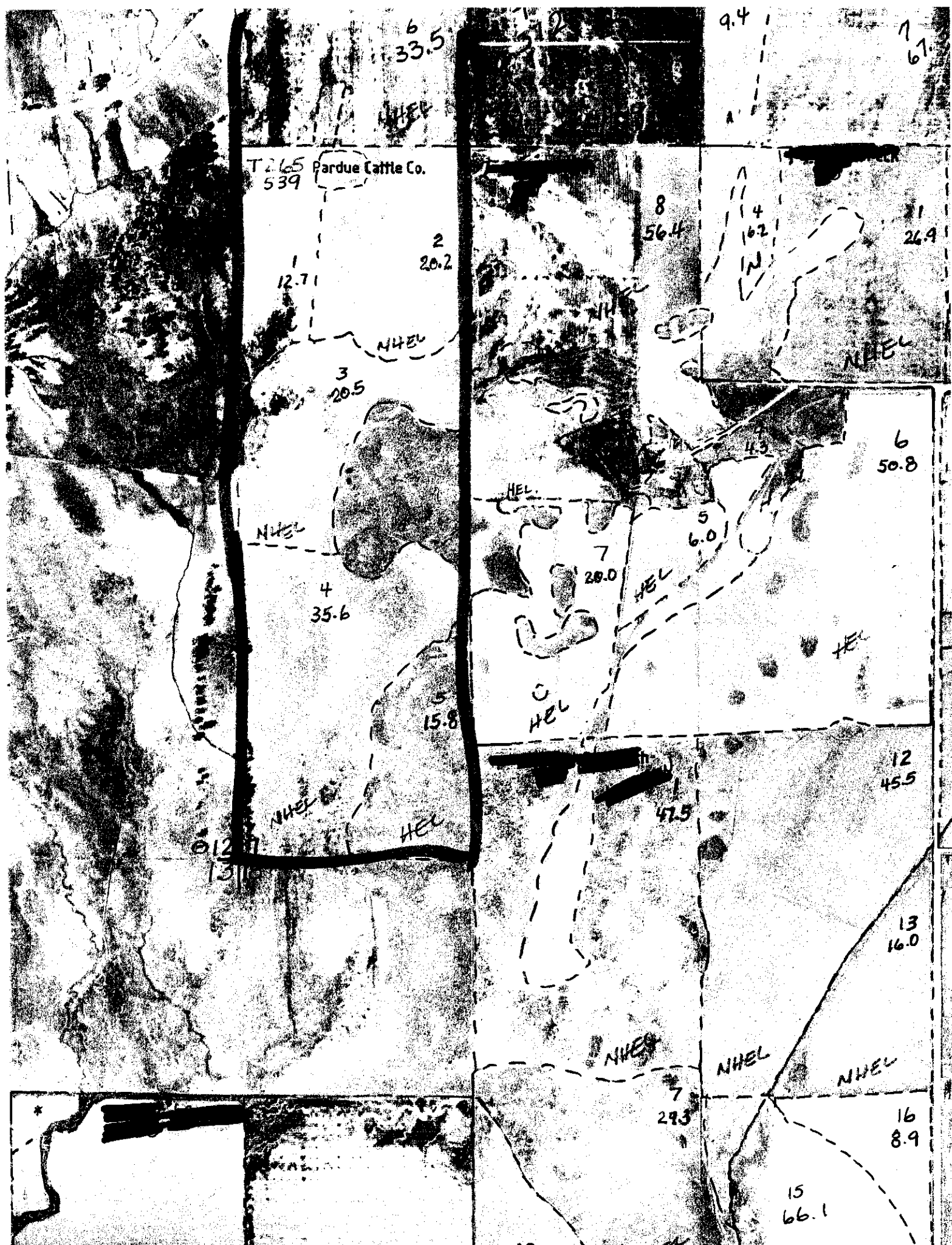
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

SECTION 33: W1/2 SW1/4, SE1/4 SW1/4

LESS AND EXCEPT all that certain 4.9 acre (more or less) tract of land previously conveyed by W. D. Pardue and wife Alma Pardue to Charles Riemann and Marsha Riemann, husband and wife, pursuant to a certain Warranty Deed dated December 28, 1993, recorded as Instrument No. 361251 in Volume ____, Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and subsequently reconveyed by the same grantors to the same grantees with a corrected legal description of the conveyed property pursuant to a certain Warranty Deed dated May 26, 1994, executed and acknowledged June 13, 1994, recorded as Instrument No. 317631 in Volume ____, Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and more specifically described as follows:

(PART OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO, SEE RECORDED DEEDS FOR SPECIFIC LEGAL DESCRIPTION)

SUBJECT TO: Various easements, fence or boundary agreements, and mineral reservations, if any, filed of record in Blaine County, Idaho.



6
33.5

9.4

7
6.1

T265
539
Pardue Cattle Co.

1
12.71

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11
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3
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5
6.0

5
15.8

12
45.5

47.5

13
16.0

7
29.3

16
8.9

15
66.1



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 24, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

PARDUE CATTLE COMPANY LLC
PO BOX 282
CAREY ID 83320

Re: SRBA Claim #37-768A, #37-769A

Dear Claimant,

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the records of current ownership to you. Please find the enclosed copies of the computer records of the claims noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carrie Hahn'.

Carrie Hahn
Office Specialist

Enc.