

# 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 (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 Right No(s). | Adjudication Claim No(s). | Water Right Split #/s | Water Right No(s). | Adjudication Claim No(s). | Water Right Split #/s |
|--------------------|---------------------------|-----------------------|--------------------|---------------------------|-----------------------|
| 73-10050           | 73-168                    | 73-140                | 73-188B            | 73-7-A                    | 73-2102               |
| 73-10051           | 73-173                    | 73-157                | 73-2026            | 73-7-B                    | 73-2141               |
| 73-11956 WR        | 73-178                    | 73-158                | 73-2038            | 73-8-B                    | 73-2142               |
| 73-247             | 73-179                    | 73-165                | 73-2091            | 73-42                     | 73-2145               |
| 73-7124            | 73-187A                   | 73-2098               | 73-2-B             | 73-113                    | 73-2153               |
|                    |                           |                       | 73-10047           | 73-7000                   | 73-2155               |
|                    |                           |                       |                    | 73-7032                   | 73-2164               |
|                    |                           |                       |                    | 73-7038                   | 73-10053              |
|                    |                           |                       |                    |                           | 73-10048              |
|                    |                           |                       |                    |                           | 73-10052              |

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) 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) Sulphur Creek Livestock  
P.O. Box 151 May, ID 83253
4. New Owner/Claimant(s) Old Cornels & Sagebrush, LLC  
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 453 S. Fitness Place, Eagle
- City, State and ZIP Code Eagle, ID 83616
- New Telephone Number (208) 893-5333
5. Date you acquired the property April 7th 2006

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<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

(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)

President of AS More  
G.P. Old Corns & Sons, Inc.  
as P.A.

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 \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_

Processed by JD AJ Date 8-10-07 WR \_\_\_\_\_ Date \_\_\_\_\_

OK to Change 8/6/07

NEAP prepared

## LIMITED POWER OF ATTORNEY

STATE OF IDAHO     )  
                                  )ss.  
County of Ada         )

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **Rio B, LLC, an Idaho Limited Liability Company; HWHL, LLC an Idaho Limited Liability Company; Normco, LLC, a Utah Limited Liability Company; Old Corrals & Sagebrush, LLLP, an Arizona Limited Liability Limited Partnership; Rio Claro, Inc., an Arizona Corporation; and Charlesview, LLC, an Arizona Limited Liability Company,** through their respective principals or managing members, do hereby make, constitute, and appoint Brett MacNeil, of Star, Ada County, Idaho as our true and lawful attorney-in-fact, in name, place and stead, with full power to do the following:

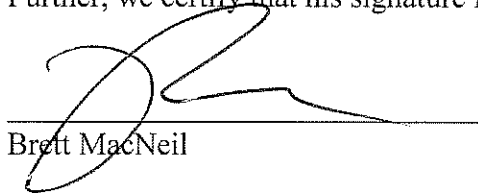
To work with the Idaho Department of Water Resources to facilitate any change or transfer of any water rights connected or related to real property commonly known as Sulphur Creek Ranch, and more specifically described in attached Exhibit "A":

The undersigned authorize said attorney-in-fact to do and perform all and every act and thing whatsoever requisite and necessary to be done to change or transfer the water rights connected to above referenced real property, to conduct, manage and control said water rights and water right transfers, as he may deem to be in our best interest, and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for his acts and omissions. This does not however, authorize Brett MacNeil to sell any of the above said water rights.

The rights, powers, and authority of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on even date herewith, and such rights, powers, and authority shall remain in full force and effect thereafter until we give notice in writing that such power is terminated. This power of attorney shall not be affected by subsequent disability or incapacity of the principals.

This limited power of attorney will automatically terminate on August 30<sup>th</sup>, 2008.

Further, we certify that his signature is as follows to-wit:

  
Brett MacNeil

[SIGNATURE PAGE(S) TO FOLLOW]

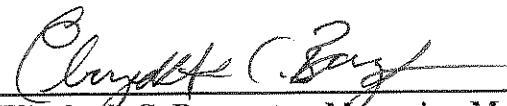
Brett MacNeil  
[NAME]

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

  
NOTARY PUBLIC FOR  
Residing at: *Nampa, ID*  
My Commission Expires:  
*8/12/2011*

Rio B, LLC, an Idaho Limited Liability Company

BY:   
Layne R. Bangerter, Managing Member

BY:   
Elizabeth C. Bangerter, Managing Member

HWHL, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Ben Peterson, Managing Member

Normco, LLC, a Utah Limited Liability Company

BY: \_\_\_\_\_  
Norman H. Bangerter, Managing Member

Old Corrals & Sagebrush, LLLP, an Arizona limited liability limited partnership

By: Fogo, L.L.C., an Arizona limited liability company  
Its: general partner

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

Rio Claro, Inc., an Arizona Corporation

BY: \_\_\_\_\_  
Wilford R. Cardon, President

Charlesview, LLC, an Arizona limited liability company

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager





Rio B, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Layne R. Bangerter, Managing Member

BY: \_\_\_\_\_  
Elizabeth C. Bangerter, Managing Member

HWHL, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Ben Peterson, Managing Member

Normco, LLC, a Utah Limited Liability Company

BY: \_\_\_\_\_  
Norman H. Bangerter, Managing Member

Old Corrals & Sagebrush, LLLP, an Arizona limited liability limited partnership

By: Fogo, L.L.C., an Arizona limited liability company  
Its: general partner

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

Rio Claro, Inc., an Arizona Corporation

BY: \_\_\_\_\_  
Wilford R. Cardon, President

Charlesview, LLC, an Arizona limited liability company

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 1<sup>st</sup> day of August, 2007.

Wilford R. Cardon  
[NAME]

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

On this 1<sup>st</sup> day of August, 2007, before me, a Notary Public in and for said state, personally appeared, Wilford R. Cardon known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same.

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



Kelly N. Dute  
NOTARY PUBLIC FOR  
Residing at: 3543 E Anilca Dr.  
My Commission Expires: 9/7/2010

Rio B, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Layne R. Bangerter, Managing Member

BY: \_\_\_\_\_  
Elizabeth C. Bangerter, Managing Member

HWHL, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Ben Peterson, Managing Member

Normco, LLC, a Utah Limited Liability Company

BY: \_\_\_\_\_  
Norman H. Bangerter, Managing Member

Old Corrals & Sagebrush, LLLP, an Arizona limited liability limited partnership

By: Fogo, L.L.C., an Arizona limited liability company  
Its: general partner

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

Rio Claro, Inc., an Arizona Corporation

BY: \_\_\_\_\_  
Wilford R. Cardon, President

Charlesview, LLC, an Arizona limited liability company

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

LIMITED POWER OF ATTORNEY -2-

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 6 day of August, 2007.

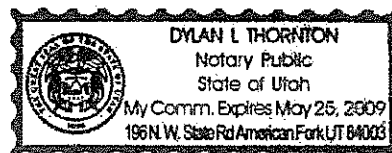
[Signature]  
[NAME]

STATE OF UTAH     )  
                              ) ss.  
County of UTAH     )

On this 6<sup>th</sup> day of August, 2007, before me, a Notary Public in and for said state, personally appeared, Ben Peterson known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same.

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

[Signature]  
NOTARY PUBLIC FOR UTAH  
Residing at: American Fork, UT  
My Commission Expires: May 25, 2009



Rio B, LLC, an Idaho Limited Liability Company

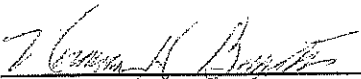
BY: \_\_\_\_\_  
Layne R. Bangerter, Managing Member

BY: \_\_\_\_\_  
Elizabeth C. Bangerter, Managing Member

HWHL, LLC, an Idaho Limited Liability Company

BY: \_\_\_\_\_  
Ben Peterson, Managing Member

Normco, LLC, a Utah Limited Liability Company

BY:  \_\_\_\_\_  
Norman H. Bangerter, Managing Member

Old Corrals & Sagebrush, LLLP, an Arizona limited liability limited partnership

By: Fogo, L.L.C., an Arizona limited liability company  
Its: general partner

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

Rio Claro, Inc., an Arizona Corporation

BY: \_\_\_\_\_  
Wilford R. Cardon, President

Charlesview, LLC, an Arizona limited liability company

BY: \_\_\_\_\_  
Wilford R. Cardon, Manager

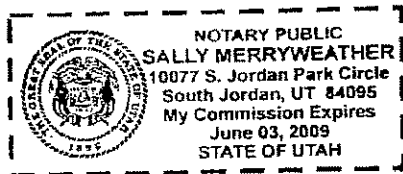
IN WITNESS WHEREOF, I have hereunto set my hand and seal the 7 day of August, 2007.

\_\_\_\_\_  
[NAME]

STATE OF Utah )  
County of Salt Lake ) ss.

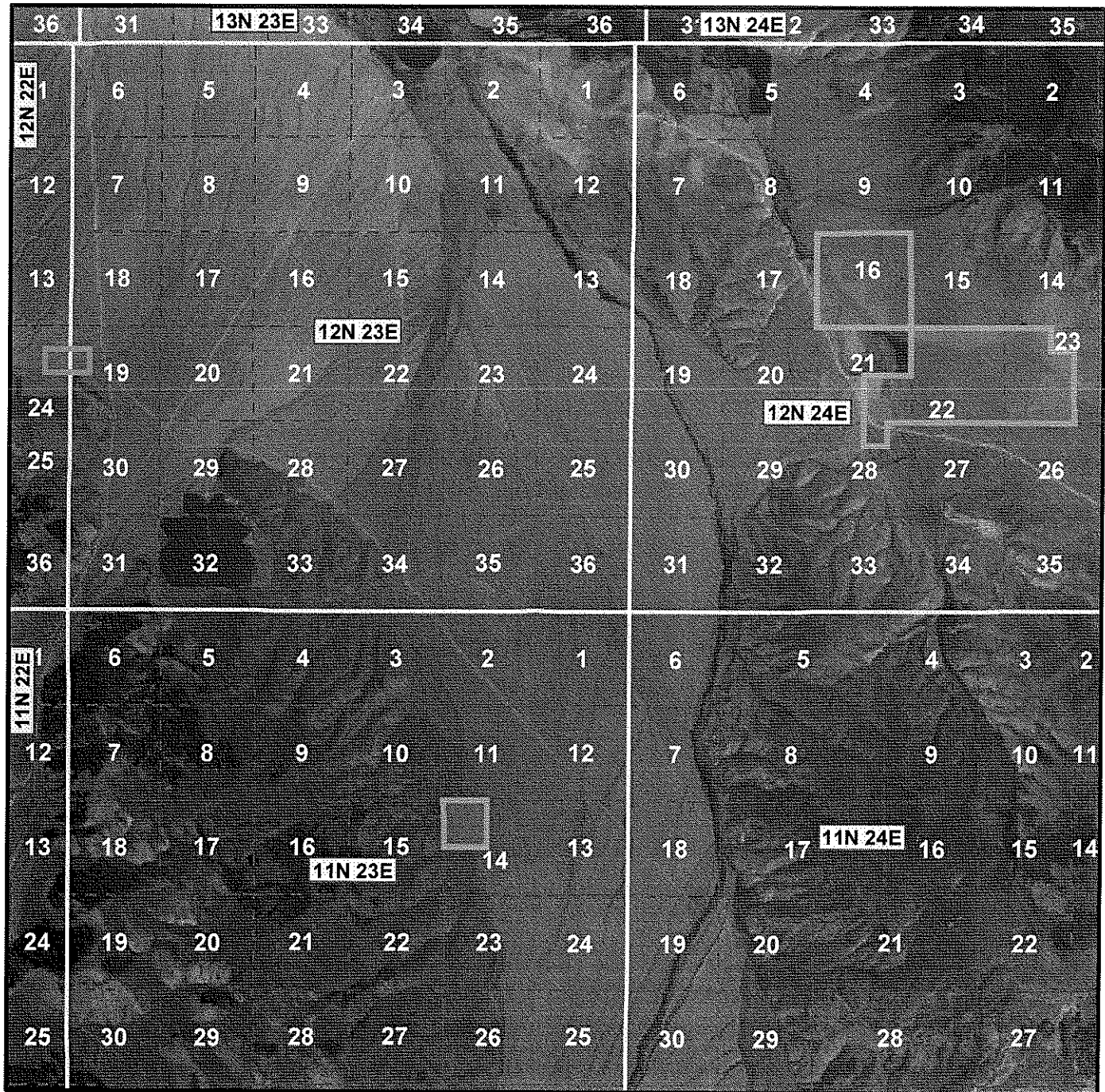
On this 7 day of August, 2007, before me, a Notary Public in and for said state, personally appeared, Norman H. Bangerter known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same.

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



Sally Merryweather  
NOTARY PUBLIC FOR  
Residing at:  
My Commission Expires:

# Water Rights - Claimed Sulphur Creek Ranch - South



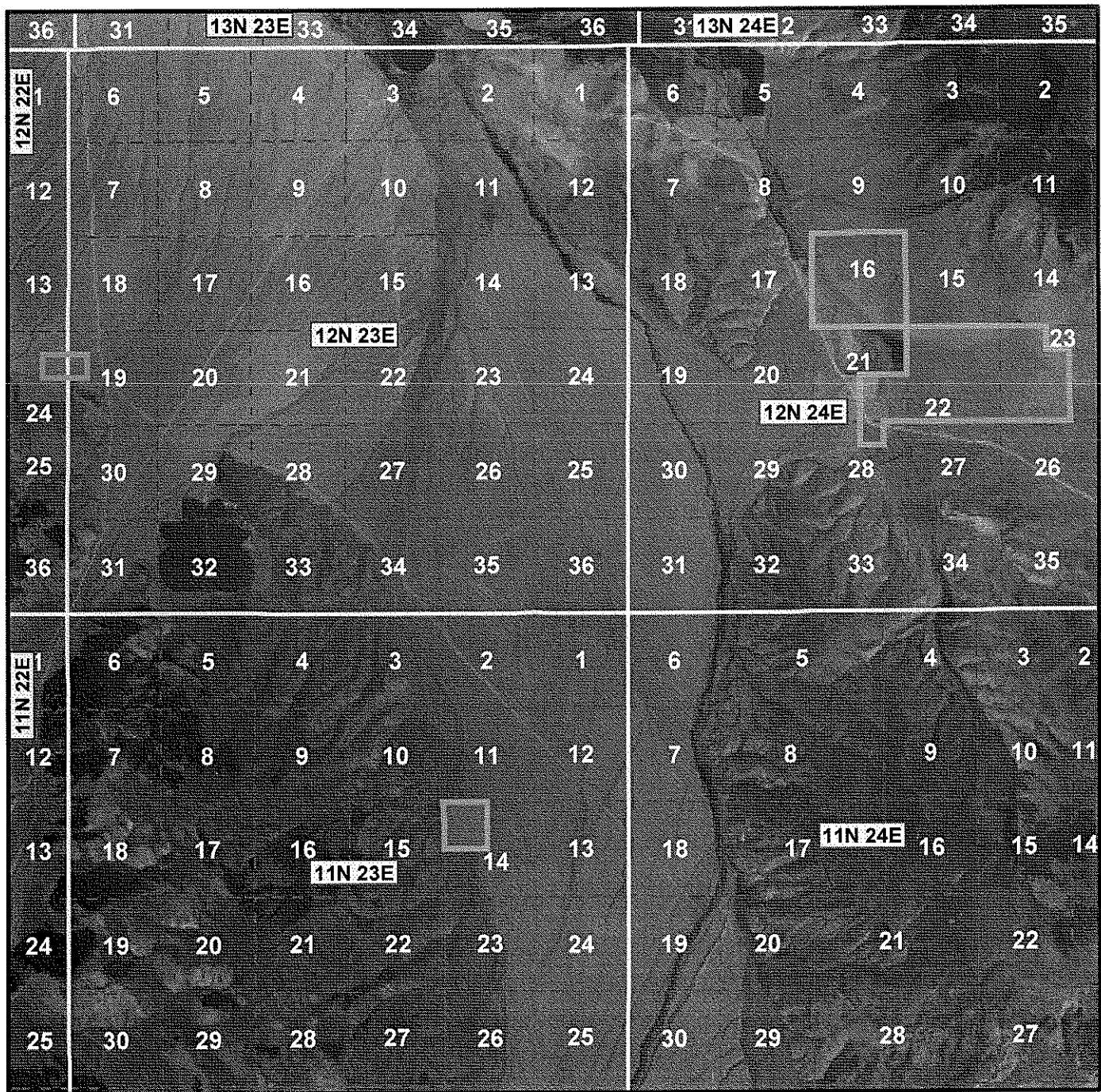
- Township/Range
- Section
- Farm Boundary
- Owner: Sulphur Creek Livestock

Multiple right IDs and  
priority dates exit for this owner.  
See next page for  
detailed information.



**Scythe & Spade Company**  
*Fundamental Implements in Agribusiness Management*

# Water Rights - Claimed Sulphur Creek Ranch - South



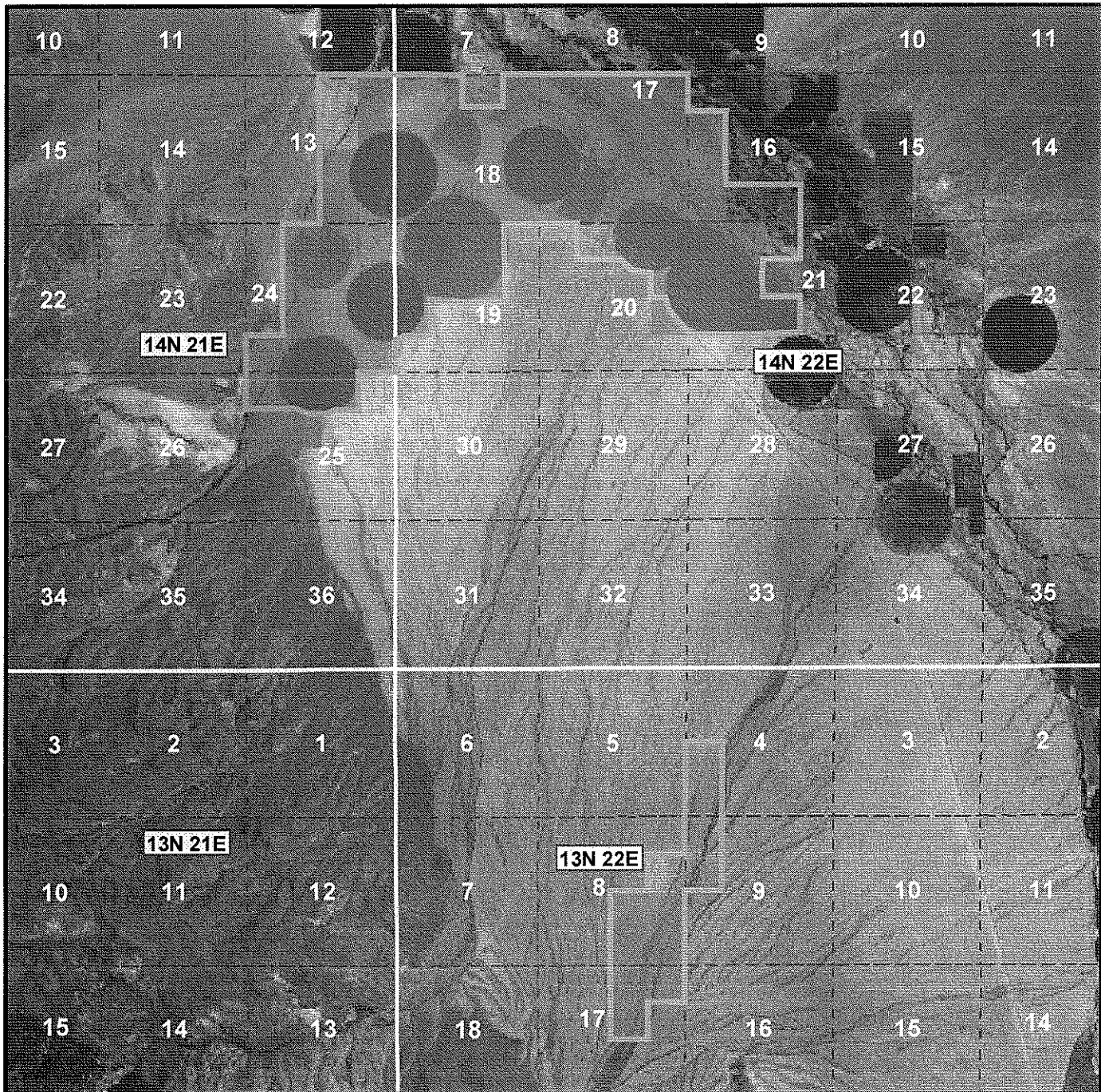
- Township/Range
- Section
- Farm Boundary
- Owner: Sulphur Creek Livestock

Multiple right IDs and  
priority dates exit for this owner.  
See next page for  
detailed information.



**Scythe & Spade Company**  
*Fundamental Implements in Agribusiness Management*

# Water Rights - Claimed Sulphur Creek Ranch - North



Township/Range

Section

Farm Boundary

Owner: Sulphur Creek Livestock

Multiple right IDs and  
priority dates exit for this owner.  
See next page for  
detailed information.



**Scythe & Spade Company**  
*Fundamental Supplements in Agribusiness Management*



IDWD

Order No. 57802

# 235420  
Custer County Reg. of  
AMERITITLE  
Time 9:30 A.M. Date 11/30/2006  
Ethel M. Peck, Clerk  
Ruth Grunke \$12.00  
Deputy

## WARRANTY DEED

For Value Received,

Berend Friehe and Carla Friehe, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

RIO B LLC, an Idaho limited liability company;  
Lone Pine Holding LLC, a Utah limited liability company and  
MLS Holdings, LLC, a Utah limited liability company

GRANTEE(s), whose address is: 3007 Can-Ada Road, Melba, ID 83641

the following described real property, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE

TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 21 day of November, 2006.

Berend Friehe  
Berend Friehe

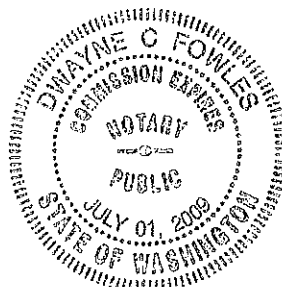
Carla Friehe  
Carla Friehe

Washington  
State of ~~Idaho~~ )

County of Grant ss

On this 21 day of November, 2006 before me, the undersigned, a notary public in and for said State, personally appeared Berend Friehe and Carla Friehe 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.

Wayne C. Fowles  
Notary Public  
Residing at: Lind, WA  
Commission Expires: 7-1-09



235420

LEGAL DESCRIPTION  
EXHIBIT 'A'

A PARCEL OF LAND LYING WITHIN PORTIONS OF SECTIONS 28 AND 33, TOWNSHIP 13 NORTH, RANGE 23 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND ALUMINUM CAP BY ERICKSON, MARKING THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 23 EAST, WHICH POINT IS THE TRUE POINT OF BEGINNING;

THENCE N. 89° 28' 08" E., 2662.55 FEET ALONG THE NORTH BOUNDARY OF SECTION 28, TO THE NORTH QUARTER CORNER OF SAID SECTION, MARKED BY AN ALUMINUM CAP BY ERICKSON;

THENCE S. 0° 11' 32" E., 2639.28 FEET ALONG THE CENTER OF SECTION LINE TO THE CENTER QUARTER CORNER OF SECTION 28, MARKED BY A 5/8" REBAR PLS7048;

THENCE N. 89° 26' 39" E., 1328.05 FEET ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, TO A 1/2" REBAR BY PLS7048;

THENCE S. 0° 06' 40" E., 2932.61 FEET TO A 1/2" REBAR BY PLS7048 THAT LIES ON THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33;

THENCE N. 51° 17' 10" W., 788.29 FEET TO A 1/2" REBAR BY PLS7048;

THENCE S. 12° 46' 32" W., 219.02 FEET TO A 1/2" REBAR BY PLS7048;

THENCE S. 16° 20' 26" E., 441.96 FEET TO A 1/2" REBAR BY PLS7048;

THENCE S. 08° 57' 44" E., 480.82 FEET TO A 1/2" REBAR BY PLS7048;

THENCE S. 17° 19' 19" W., 445.76 FEET TO A 1/2" REBAR BY PLS7048;

THENCE S. 0° 04' 23" E., 1325.10 FEET TO A 1/2" REBAR BY PLS7048, THAT LIES ON THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33;

THENCE S. 89° 43' 12" W., 725.66 FEET ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TO A 5/8" REBAR BY PLS7048;

235420

THENCE N.  $0^{\circ} 05' 00''$  W., 1324.06 FEET ALONG THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TO A  $5/8''$  REBAR BY PLS7048;

THENCE S.  $89^{\circ} 38' 14''$  W., 1942.82 FEET ALONG THE NORTH  $1/16^{\text{TH}}$  LINE OF SECTION 33, TO THE CENTERLINE OF MCCOY LANE, MARKED BY A  $5/8''$  REBAR BY PLS7048;

THENCE N.  $15^{\circ} 23' 43''$  E., 2538.86 FEET ALONG THE CENTERLINE OF MCCOY LANE;

THENCE 142.51 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF  $71^{\circ} 00' 13''$ , A TANGENT OF 82.03 FEET, AND A CHORD OF 133.57 FEET THAT BEARS N.  $20^{\circ} 06' 23''$  W., BEING THE CENTERLINE OF MCCOY LANE;

THENCE N.  $55^{\circ} 36' 30''$  W., 39.73 FEET ALONG THE CENTERLINE OF MCCOY LANE;

THENCE 183.61 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF  $5^{\circ} 15' 36''$ , A TANGENT OF 91.87 FEET, AND A CHORD OF 183.54 FEET THAT BEARS N.  $58^{\circ} 14' 18''$  W., BEING THE CENTERLINE OF MCCOY LANE;

THENCE N.  $60^{\circ} 52' 06''$  W., 1303.11 FEET ALONG THE CENTERLINE OF MCCOY LANE;

THENCE 25.17 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF  $10^{\circ} 17' 58''$ , A TANGENT OF 12.62 FEET, AND A CHORD OF 25.13 FEET, THAT BEARS N.  $55^{\circ} 43' 07''$  W., TO THE INTERSECTION OF THE CENTERLINE OF MCCOY LANE AND THE WEST BOUNDARY OF SECTION 28, MARKED BY A  $5/8''$  REBAR BY PLS7048;

THENCE N.  $0^{\circ} 20' 37''$  W., 615.26 FEET ALONG THE WEST BOUNDARY OF SECTION 28, TO THE WEST QUARTER CORNER OF SECTION 28, MARKED BY AN ALUMINUM CAP BY ERICKSON;

THENCE N.  $0^{\circ} 20' 38''$  W., 2640.40 FEET ALONG THE WEST BOUNDARY OF SECTION 28, TO THE TRUE POINT OF BEGINNING.

THIS PARCEL APPEARS TO BE SUBJECT TO A PERSCRIPTIVE USE EASEMENT BY THE PUBLIC OF UNDETERMINED WIDTH ALONG MCCOY LANE;

2100 235,420  
BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE IDAHO STATE  
PLANE COORDINATE SYSTEM, NAD83(1992), CENTRAL ZONE, AS GRID, IN  
US SURVEY FEET.

TOGETHER WITH ALL appurtenances including any and all water rights or  
claim to water rights and water conveyances and delivery facilities  
for any water right currently or previously used on the property.

AND TOGETHER WITH all grazing rights on that Bureau of Land Management  
Allotment known as Summit and Pines-Elkhorn Allotments.



Order No. 307053270

AT # 55942

266855

# 233790

Custer County Reg. of

Alliance

Time 8:31 AM Date 7/7/2006

Ethel M. Peck, Clerk

Lena Bakke \$15.00

Deputy

**WARRANTY DEED**

For Value Received and as relinquished/replacement property in an I.R.C. 1031 tax deferred exchange

Yeatshaw Livestock Co., Inc., an Idaho corporation, as to a 50% interest, Benjamin H. Yates, as his sole and separate property, as to a 25% interest, and Royden Eaton, as his sole and separate property, as to a 25% interest, all as tenants in common,

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Old Corrals &amp; Sagebrush, LLLP, an Arizona limited liability limited partnership

GRANTEE(s), whose address is: 3007 Can-Ada Road, Melba, ID 83641

the following described real property, to-wit:

**SEE ATTACHED LEGAL DESCRIPTION ~ EXHIBIT "A"**

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

BH Yates  
Royden Eaton by Benjamin H. Yates,  
his attorney in fact

BH Yates  
Royden Eaton by Benjamin H. Yates,  
his attorney in fact

Yeatshaw Livestock Co., Inc.

BY: BH Yates  
Benjamin H. Yates, President

**PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM**

State of California )

SS

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2006 before me the undersigned, a notary public in and for said State, personally appeared Benjamin H. Yates, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:  
Commission Expires:

State of Idaho ) SS No. \_\_\_\_\_  
County of Lemhi )

This instrument was filed for record at the request

of Alliance Title

on 7/7/06 at 4:13 PM 4-7 2006

and duly filed and indexed in the records of Lemhi

County Terri J. Morton  
Ex-Officio Recorder

By [Signature] DeputyFee 15-Return to A.T.

MAY 04 2006

266855

233790

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

Santa Clara

ss.

On

March 31, 2006

Date

before me,

Lorna K. Roach, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

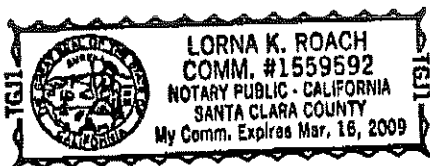
personally appeared

BH Yates

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same. In his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document:

Warranty deed

Document Date:

None

Number of Pages:

2

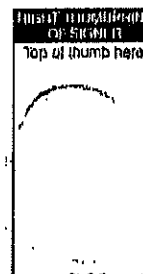
Signer(s) Other Than Named Above:

none at time of signing**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

☒ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



SCANNED

MAY 04 2006

266855

233790

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On

March 31, 2006

Date

before me,

Lorna K. Roach, Notary Public

Name and Title of Officer (e.g., Clerk of Court, Notary Public)

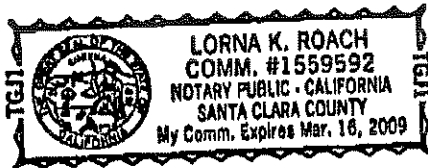
personally appeared

BH Yates

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal,

Lorna K. Roach  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document:

Warranty deed

Document Date:

none

Number of Pages:

2

Signer(s) Other Than Named Above:

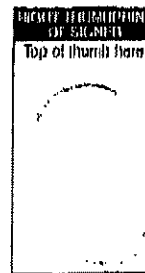
none at time of signing

## Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

Layden Eaton

SCANNED

MAY 04 2006

266855

233790

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.On March 31, 2006 before me, Lorna K. Roach, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
 personally appeared B. J. Yates  
Name(s) of Signer(s)☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

## OPTIONAL

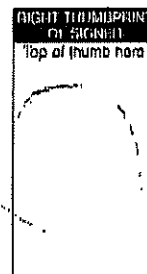
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Warranty DeedDocument Date: none Number of Pages: 3Signer(s) Other Than Named Above: none at time of signing

## Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual☒ Corporate Officer — Title(s): President☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_Signer is Representing: Yeadon Shaw Limestone Co

SCANNED

MAY 11 2006

EXHIBIT "A"

266855

233790

PARCEL VI

73-10046  
THE WEST HALF OF THE SOUTHWEST QUARTER SOUTHWEST  
QUARTER OF SECTION 24, AND THE WEST HALF NORTHWEST QUARTER  
NORTHWEST QUARTER SECTION 25, T. 14 N., R. 21 E., BOISE MERIDIAN,  
CUSTER COUNTY, IDAHO.

Portion of:  
73-7B  
73-7A  
73-7B  
73-8B  
73-113  
73-140

SCANNED



266854

Order No. 307053270

③ AT ± 55992

**WARRANTY DEED**

For Value Received and as relinquished/replacement property in an I.R.C. 1031 tax deferred exchange

Yeatshaw Livestock Co., Inc., an Idaho corporation, as to a 50% interest, Benjamin H. Yates, as his sole and separate property, as to a 25% interest, and Royden Eaton, as his sole and separate property, as to a 25% interest, all as tenants in common,

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Rio B, LLC, an Idaho limited liability company, as to an undivided 10% interest, HWHL, LLC, an Idaho limited liability company, as to an undivided 24.17% interest, Normco, LLC, a Utah limited liability company, as to an undivided 9.1% interest, Rio Claro, Inc., an Arizona corporation, as to an undivided 9.0544% interest, Charlesview, LLC, an Arizona limited liability company, as to an undivided 20.6287% interest, and Old Corrals & Sagebrush, LLLP, an Arizona limited liability company as to an undivided 9.507% interest

GRANTEE(s), whose address is: 3007 Can-Ada Road, Melba, ID 83641

the following described real property, to-wit:

**SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A"****SEE ATTACHED WATER RIGHTS - EXHIBIT "B"****SEE ATTACHED BLM GRAZING ALLOTMENTS - EXHIBIT "C"**

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

BH Yates  
Royden Eaton by Benjamin H. Yates,  
his attorney in fact

BH Yates  
Benjamin H. Yates

Yeatshaw Livestock Co., Inc.

BY: BH Yates  
Benjamin H. Yates, President

State of Idaho ) SS No. \_\_\_\_\_  
County of Laramie )

This instrument was filed for record at the request

of Alliance Titleat 11:12 a.m. on 4-7 2006

and duly filed and indexed in the records of Laramie

County Terr J. Morton  
De-Official RecorderBy [Signature] DeputyFor 27-Return to 4.7.

**PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM**

# 233789

Custer County Req. of

AllianceTime 8:31 A.M. Date 4-20-06

Ethel M. Peck, Clerk

Lucas Baker 27-00  
Deputy

SCANNED

MAY 04 2006

266854

233789

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

88.

On

March 31, 2006

Date

before me,

Lorna K. Roach, Notary Public

Name and Title of Officer (e.g., "Judge, Notary, etc.")

personally appeared

B.H. Yates

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same, in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorna K. Roach  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

None

Number of Pages:

1

Signer(s) Other Than Named Above:

None at time of signing

## Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☒ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing:

Reynold Eaton

SCANNED

MAY 04 2006

266854

233789

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

66.

On

March 31, 2006

before me,

Lorna K. Roach, Notary Public

Date

Name and Title of Officer (e.g., John Doe, Mayor of City)

personally appeared

BH Yates

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

None

Number of Pages:

1

Signer(s) Other Than Named Above:

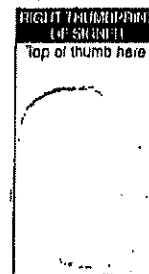
none at time of signing

## Capacity(ies) Claimed by Signer

Signer's Name:

☒ Individual☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:



SCANNED

MAY 11 2006

266854

233789

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

99.

On

March 31, 2006

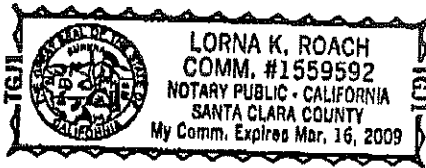
before me,

Lorna K. Roach, Notary Public

personally appeared

B H Yates

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

None

Number of Pages:

1

Signer(s) Other Than Named Above:

None at time of signing

## Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual☒ Corporate Officer — Title(s):President☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

Yateslaw Investment Co Inc

SCANNED

MAY 01 2006

266534 233789

**Exhibit "A"**  
**Legal Description**  
**Sulphur Creek Ranch**  
**Lemhi and Custer County, Idaho**

**PARCEL I**

SOUTHWEST QUARTER NORTHWEST QUARTER, NORTHWEST QUARTER SOUTHWEST QUARTER, SOUTHEAST QUARTER SOUTHWEST QUARTER, SOUTHWEST QUARTER SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 16 LYING NORTH AND EAST OF THE PAHSIMEROI RIVER, THAT PORTION OF SECTION 17 LYING NORTH AND EAST OF THE PASHIMEROI RIVER, THAT PORTION OF THE NORTHWEST QUARTER NORTHWEST QUARTER, NORTHEAST QUARTER NORTHWEST QUARTER AND THE NORTHWEST QUARTER NORTHEAST QUARTER OF SECTION 21 LYING NORTH AND EAST OF THE PASHIMEROI RIVER, T14N, R22E, BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

**PARCEL II**

THE EAST HALF OF SECTION 13, THE EAST HALF NORTHWEST QUARTER, EAST HALF SOUTHWEST QUARTER AND THE EAST HALF SOUTHWEST QUARTER SOUTHWEST QUARTER AND THE EAST HALF OF SECTION 24, THE NORTHEAST QUARTER NORTHWEST QUARTER AND THE NORTHWEST QUARTER NORTHEAST QUARTER AND THE EAST HALF NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 25, T14N, R21E, BOISE MERIDIAN CUSTER COUNTY, IDAHO.

THAT PORTION OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER LYING SOUTH AND WEST OF THE PAHSIMEROI RIVER IN SECTION 16, THAT PORTION OF SECTION 17 LYING SOUTH AND WEST OF THE PAHSIMEROI RIVER, SECTION 18 LESS THE NORTHWEST QUARTER NORTHEAST QUARTER, GOVERNMENT LOTS 1, 2, AND 3, THE EAST HALF NORTHWEST QUARTER AND THE WEST HALF NORTHEAST QUARTER OF SECTION 19, THE NORTHEAST QUARTER NORTHWEST QUARTER, NORTHWEST QUARTER NORTHEAST QUARTER AND THE EAST HALF NORTHEAST QUARTER OF SECTION 20, THAT PORTION OF THE NORTHWEST QUARTER NORTHWEST QUARTER, NORTHEAST QUARTER NORTHWEST QUARTER AND THE NORTHWEST QUARTER NORTHEAST QUARTER LYING SOUTH AND WEST OF THE PAHSIMEROI RIVER, SOUTH HALF NORTHWEST QUARTER, NORTH HALF SOUTHWEST QUARTER AND THE NORTHWEST QUARTER SOUTHEAST QUARTER OF SECTION 21, T14N, R22E, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

**PARCEL III**

SECTION 16, THE SOUTHEAST QUARTER OF SECTION 21, SECTION 22, THE WEST HALF, SOUTHWEST QUARTER NORTHEAST QUARTER AND THE WEST HALF SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER NORTHEAST QUARTER OF SECTION 28, T12N, R24E, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SCANNED

MAY 04 2006

**265854**

233789

**PARCEL IV**

GOVERNMENT LOT 2 OF SECTION 19, T12N, R23E AND GOVERNMENT LOT 2  
OF SECTION 24, T12N, R22E, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

**PARCEL V**

THE WEST HALF SOUTHWEST QUARTER OF SECTION 4, THE SOUTHEAST  
QUARTER NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF  
SECTION 8, THE WEST HALF NORTHWEST QUARTER OF SECTION 9, THE  
NORTHEAST QUARTER NORTHEAST QUARTER AND THE WEST HALF  
NORTHEAST QUARTER OF SECTION 17, T13N, R22E, BOISE MERIDIAN,  
CUSTER COUNTY, IDAHO

SCANNED

MAY 04 2006

# Exhibit "B"

## Water Rights

### Sulphur Creek Ranch

### Lemhi and Custer County

Water Rights to Snake River Affluents Process

| Legal                   | Basin | Sequence | Suffix | Basin   | Priority Date | Rate (cfs) | Source                        | Water Use(s)                                  | Owner(s)                          |
|-------------------------|-------|----------|--------|---------|---------------|------------|-------------------------------|-----------------------------------------------|-----------------------------------|
| 14N 21E SEC 24 SE NW    | 73    | 2        | B      | Deeded  | 5/7/1884      | 0.60       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE NW    | 73    | 7        | A      | Deeded  | 7/30/1915     | 1.20       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE NW    | 73    | 7        | B      | Deeded  | 8/19/1912     | 1.00       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE NW    | 73    | 8        | B      | Deeded  | 1/20/1910     | 1.20       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 16 SW NW    | 73    | 42       |        | Deeded  | 2/25/1886     | 10.00      | BIG SPRINGS, O'NEIL CREEK     | GROUND WATER RECHARGE, IRRIGATION, STOCKWATER | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE NW    | 73    | 115      |        | Deeded  | 5/1/1911      | 2.80       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE NW    | 73    | 143      |        | Deeded  | 12/15/1884    | 3.20       | SULPHUR CREEK                 | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 27 NE SE NW | 73    | 157      |        | Deeded  | 5/1/1886      | 4.40       | PAINSVENOM RIVER              | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 12 SW NW SW | 73    | 158      |        | Deeded  | 5/1/1886      | 5.00       | BIG CREEK                     | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 75    | 165      |        | Deeded  | 12/1/1904     | 3.20       | PAINSVENOM RIVER              | IRRIGATION, STOCKWATER                        | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 168      |        | Deeded  | 1/4/1904      | 3.20       | PAINSVENOM RIVER              | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 24 SE NW    | 73    | 175      |        | Deeded  | 4/10/1910     | 2.00       | ROCK SPRINGS                  | IRRIGATION, STOCKWATER                        | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 24 SE NW    | 73    | 178      |        | Deeded  | 10/21/1903    | 10.00      | DONKEY CREEK, JACKASS CREEK   | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 179      |        | Deeded  | 12/21/1903    | 4.40       | PAINSVENOM RIVER              | IRRIGATION, STOCKWATER                        | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 187      | A      | Deeded  | 4/7/1910      | 2.50       | GRAVES SPRING, HILLSIDE CREEK | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 188      | A      | Deeded  | 5/19/1909     | 1.50       | BEAR CREEK, DITCH CREEK       | IRRIGATION, STOCKWATER                        | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 24 SE NW    | 73    | 2026     |        | License | 7/21/1905     | 0.24       | ROCK SPRINGS                  | IRRIGATION, STOCKWATER                        | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 2335     |        | License | 12/29/1907    | 1.20       | DITCH CREEK                   | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 12N 24E SEC 23 SW       | 73    | 2351     |        | License | 5/25/1914     | 1.20       | BEAR CREEK, DITCH CREEK       | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 11N 23E 14 NW           | 75    | 2398     |        | License | 1/25/1915     | 2.40       | MAROGANY CREEK                | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 12 SW NW SW | 73    | 2122     |        | License | 7/29/1915     | 2.40       | BIG CREEK                     | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 17 NE       | 73    | 2114     |        | License | 8/29/1916     | 0.70       | GRONNE CREEK                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 17 NE       | 73    | 2115     |        | License | 9/19/1916     | 0.50       | GRONNE CREEK                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 17 NE       | 73    | 2122     |        | License | 10/3/1917     | 0.75       | GRONNE CREEK                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 17 NE       | 73    | 2137     |        | License | 4/29/1917     | 0.40       | GRONNE CREEK                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 13N 23E SEC 17 NE       | 73    | 2143     |        | License | 10/1/1922     | 3.00       | GROUND WATER                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 13 SW SE SW | 73    | 2142     |        | License | 4/24/1922     | 2.40       | GROUND WATER                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 23E SEC 21 NE SE    | 73    | 2145     |        | License | 8/1/1925      | 6.40       | GROUND WATER                  | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 11 NE       | 73    | 2153     |        | License | 12/24/1929    | 12.80      | BIG CREEK                     | IRRIGATION                                    | SULPHUR CREEK LIVESTOCK (Current) |

Saythe & Spade Company

# Exhibit "C"

## Water Rights

### Sulphur Creek Ranch

### Lemhi and Custer County

|                       |    |      |                |            |        |                 |            |                                   |
|-----------------------|----|------|----------------|------------|--------|-----------------|------------|-----------------------------------|
| 14N 21E SEC 24 SE 1/4 | 73 | 2134 | License        | 2/27/1983  | 6.40   | PARSONS RIVER   | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE 1/4 | 73 | 2134 | License        | 12/31/1985 | 5.00   | GROUND WATER    | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE 1/4 | 73 | 2134 | License        | 10/25/1987 | 3.00   | GROUND WATER    | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 SW 1/4 | 73 | 2132 | License        | 2/28/1971  | 2.76   | GROUND WATER    | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 SW 1/4 | 73 | 2139 | License        | 1/18/1978  | 0.55   | GROUND WATER    | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 27 SW 1/4 | 73 | 2137 | Beneficial Use | 4/5/1973   | 2.00   | HILL SIDE CREEK | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| TOTAL                 |    |      |                |            | 109.58 |                 |            |                                   |

|                                                |    |       |           |           |      |               |                     |                                   |
|------------------------------------------------|----|-------|-----------|-----------|------|---------------|---------------------|-----------------------------------|
| Decennial Water Rights Sulphur Creek Livestock |    |       |           |           |      |               |                     |                                   |
| 14N 21E SEC 24 SE 1/4                          | 73 | 19245 | Decennial | 1/17/1979 | 0.02 | Sulphur Creek | Stockwater          | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 24 SE 1/4                          | 73 | 19245 | Decennial | 1/1/1980  | 0.09 | Ground Water  | Domestic            | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 NE                              | 73 | 19244 | Decennial | 8/23/1915 | 0.02 | Sulphur Creek | Irrigation          | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 13 NE                              | 73 | 19243 | Decennial | 1/23/1920 | 0.09 | Ground Water  | Domestic            | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 SW 1/4                          | 73 | 19242 | Decennial | 1/17/1974 | 0.12 | Ground Water  | Domestic Stockwater | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 SW 1/4                          | 73 | 19241 | Decennial | 1/17/1973 | 0.15 | Ground Water  | Domestic Stockwater | SULPHUR CREEK LIVESTOCK (Current) |
| 14N 21E SEC 17 SW 1/4                          | 73 | 19240 | Decennial | 6/17/1913 | 0.02 | GROUND WATER  | Stockwater          | SULPHUR CREEK LIVESTOCK (Current) |
| TOTAL                                          |    |       |           |           | 0.51 |               |                     |                                   |

|                             |    |     |           |           |      |              |            |                                   |
|-----------------------------|----|-----|-----------|-----------|------|--------------|------------|-----------------------------------|
| Water rights as yet Claimed |    |     |           |           |      |              |            |                                   |
| 14N 21E SEC 17 NE           | 73 | 337 | Decennial | 8/31/1972 | 5.00 | GROUND CREEK | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| TOTAL                       |    |     |           |           | 5.00 |              |            |                                   |

|                    |    |      |         |           |      |              |            |                                   |
|--------------------|----|------|---------|-----------|------|--------------|------------|-----------------------------------|
| Water Right Permit |    |      |         |           |      |              |            |                                   |
| 14N 21E SEC 17 NE  | 73 | 7124 | License | 6/10/1984 | 1.50 | GROUND WATER | IRRIGATION | SULPHUR CREEK LIVESTOCK (Current) |
| TOTAL              |    |      |         |           | 1.50 |              |            |                                   |

Scythe & Spade Company

Exhibit "C"

Sulphur Creek Ranch

## BLM Grazing Allotments and Improvements

233789

## BLM Grazing Allotments

| Allotment Name   | Allotment Number | Acres      | Number of head | Type of Animal | Dates of use | Contract Name |
|------------------|------------------|------------|----------------|----------------|--------------|---------------|
| Grouse Creek *   | 4507             | 38,300.00  | 2,000.00       | Sheep          | 4/26-7/10    | Peggy Reddick |
| Grouse Creek *   | 4507             | N/A        | 212.00         | Sheep          | 7/16-9/20    | Peggy Reddick |
| Grouse Creek *   | 4507             | N/A        | 500.00         | Sheep          | 11/01-2/15   | Peggy Reddick |
| Pine-Blkman *    | 4514             | 19,421.00  | 1,000.00       | Sheep          | 10/1-11/15   | Peggy Reddick |
| Claburg          | 4515             | 22,104.00  | 250.00         | Cows           | 6/01-8/06    | Peggy Reddick |
| Upper Palahneral | 4517             | 25,427.00  | 700.00         | Cows           | 5/19-10/08   | Peggy Reddick |
| Dry Creek        | 4520             | 15,181.00  | 238.00         | Cows           | 6/16-8/10    | Peggy Reddick |
|                  |                  | 120,533.00 | 3,712.00       | Sheep          |              |               |
|                  |                  |            | 1,188.00       | Cows           |              |               |

266854

## BLM Grazing Allotment Improvements (Retained By BLM)

| All Number | Project Number | Project Name               | Authorization Type    | Township | Range | Section | Subdivision |
|------------|----------------|----------------------------|-----------------------|----------|-------|---------|-------------|
| 4307       | 360737         | Blow Creek Fence           | Cooperative Agreement | 13N      | 21E   | 12      |             |
| 4307       | 364370         | Rock Springs P.L.          | Cooperative Agreement | 13N      | 22E   | 24      |             |
| 4307       | 364209         | Antio Springs              | Cooperative Agreement | 13N      | 21E   | 2       | NWSE        |
| 4307       | 364009         | Rock Springs Pipeline      | Cooperative Agreement | 12N      | 22E   | 24      |             |
| 4314       | 360640         | Thrift Div Fence           | Cooperative Agreement | 11N      | 24E   | 17      |             |
| 4314       | 364040         | Pine Pipeline Est          | Cooperative Agreement | 12N      | 23E   | 6       | SWNE        |
| 4315       | 360447         | Sunsh Ranch C.O.           | Cooperative Agreement | 12N      | 24E   | 36      | NESE        |
| 4315       | 360511         | Palahneral DIV Fence       | Cooperative Agreement | 12N      | 23E   | 35      |             |
| 4315       | 360528         | Palahneral River C.O.      | Cooperative Agreement | 12N      | 24E   | 30      | NWSE        |
| 4315       | 360616         | Palahneral Div Fence       | RI Permit             | 12N      | 23E   | 10      |             |
| 4315       | 360636         | Green Ranch C.O.           | Cooperative Agreement | 13N      | 23E   | 3       | SWNW        |
| 4315       | 360776         | Pike W 111                 | Cooperative Agreement | 11N      | 24E   | 2       | SESW        |
| 4315       | 360777         | Pike W 112                 | Cooperative Agreement | 11N      | 24E   | 2       | SWSW        |
| 4315       | 360780         | Pike W 113                 | Cooperative Agreement | 11N      | 24E   | 2       | NWSW        |
| 4315       | 364960         | Dunkey Hills Div Fence BX  | Cooperative Agreement | 11N      | 24E   | 11      | SENE        |
| 4317       | 360749         | Yrith P.L.                 | Cooperative Agreement | 11N      | 23E   | 1       |             |
| 4317       | 360952         | Current Lake Fence         | Cooperative Agreement | 12N      | 23E   | 31      | SESE        |
| 4317       | 361011         | Hunt Creek Trail Fence     | Cooperative Agreement | 11N      | 23E   | 25      |             |
| 4317       | 364001         | Coyote Springs Ditch Fence | Cooperative Agreement | 10N      | 23E   | 12      |             |
| 4317       | 364302         | Jacka Division Fence       | RI Permit             | 10N      | 24E   | 24      |             |
| 4317       | 363079         | Rock Creek Pipeline Fence  | Cooperative Agreement | 12N      | 23E   | 23      |             |
| 4317       | 361080         | Palahneral River Fence     | Cooperative Agreement | 11N      | 24E   | 24      |             |
| 4317       | 365093         | Potomac Springs P.L.       | Cooperative Agreement | 10N      | 23E   | 23      |             |
| 4317       | 365096         | Upper Palahneral Fence     | Cooperative Agreement | 10N      | 23E   | 21      | SW 1/4      |
| 4317       | 365131         | Mahogany Ditch Pipeline    | Cooperative Agreement | 10N      | 23E   | 23      |             |

Scythe &amp; Spade Company

SCANNED

MAY 06 2006