

COPY

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MAR 03 2008

DEPARTMENT OF
WATER RESOURCES

DEPT. OF WATER RESOURCES
TWIN FALLS CO., IDAHO
FIELD

2008 FEB 28 PM 12 17

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

In Re SRBA

Subcase No. 37-13234, 37-13235

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

Dated:

2/28/08

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 2/29, 2008, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707

2. Copies to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Casa Del Norte LP
11204 N Bar 21 Dr
Glenns Ferry ID 83623

Barber-Caven Ranches
Pitchfork Ranch
6874 Fairview Rd
Boise ID 83704

Courtesy Copy:

Bruce Smith
Moore Smith
950 W Bannock Ste 520
Boise ID 83702



Signature of person or attorney mailing the form

02/27/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-13234

NAME AND ADDRESS: CASA DEL NORTE LP
11204 N BAR 21 DR
GLENN'S FERRY ID 83623

SOURCE: SPRING

TRIBUTARY: UNNAMED STREAM

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1883

POINT OF
DIVERSION:

T02S R11E S20 SESESE Within ELMORE County
T02S R11E S20 SESESE Within ELMORE County
T02S R11E S21 NWNENE Within ELMORE County
T02S R11E S21 SWNENW Within ELMORE County
T02S R11E S21 SENENW Within ELMORE County
T02S R11E S21 NESESE Within ELMORE County
T02S R11E S22 NWNENE Within ELMORE County
T02S R11E S22 SWSWNE Within ELMORE County
T02S R11E S22 NWNWNW Within ELMORE County
T02S R11E S22 NWSESW Within ELMORE County
T02S R11E S22 SESESE Within ELMORE County
T02S R11E S22 NWSESE Within ELMORE County
T02S R11E S25 NENENW Within ELMORE County
T02S R11E S27 NESWSE Within ELMORE County
T02S R11E S28 NWNENW Within ELMORE County
T02S R11E S28 NWNWSW Within ELMORE County
T02S R11E S28 SESESE Within ELMORE County
T02S R11E S33 SESWNE Within ELMORE County
T02S R11E S33 SWSENE Within ELMORE County
T02S R11E S33 SESENE Within ELMORE County
T02S R11E S33 NENENW Within ELMORE County
T02S R11E S33 NWSWSE Within ELMORE County
T02S R11E S36 SWNENW Within ELMORE County
T02S R11E S36 SWNENW Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in ELMORE County

T02S R11E S20	NESE	T02S R11E S20	SESE
T02S R11E S21	NENE	T02S R11E S21	NENW
T02S R11E S21	SESW	T02S R11E S22	NENE
T02S R11E S22	SWNE	T02S R11E S22	NWNW
T02S R11E S22	SESW	T02S R11E S22	SESE
T02S R11E S25	NENW	T02S R11E S27	SWSE

T02S R11E S28	NENW	T02S R11E S28	NWSW
T02S R11E S28	SESE	T02S R11E S33	SWNE
T02S R11E S33	SENE	T02S R11E S33	NENW
T02S R11E S33	SWSE	T02S R11E S36	NENW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

02/27/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-13235

NAME AND ADDRESS: CASA DEL NORTE LP
11204 N BAR 21 DR
GLENN'S FERRY ID 83623

SOURCE: SPRING

TRIBUTARY: UNNAMED STREAM

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1883

POINT OF
DIVERSION:

T02S R12E S19 NENWNE Within CAMAS County
T02S R12E S20 NWNWSE Within CAMAS County
T02S R12E S29 NESWSW Within CAMAS County
T02S R12E S30 NWNESE Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER in CAMAS County

T02S R12E S19	NWNE	T02S R12E S20	NWSE
T02S R12E S29	SWSW	T02S R12E S30	NESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

February 29, 2008

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

CASA DEL NORTE
11204 N BAR 21 DR
GLENNS FERRY ID 83623

RE: SRBA Claim(s) 37-13234, 37-13235

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,



Trish Fawcett

Technical Records Specialist

cc: Barber-Caven Ranches
Pitchfork Ranch
6874 Fairview Rd
Boise ID 83704

Bruce Smith
Moore Smith
950 W Bannock Ste 520
Boise ID 83702

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

RECEIVED

MAR 25 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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	61-10113					
PD	37-19840					
AS	37-13234					
AS	37-13235					

 Department of Water Resources
 Southern Region

MAR 27 2003

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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)

BARBER-CAVEN RANCHES / Pitch Fork Ranch
6874 Fairview Rd Boise Id 83704

4. New Owner/Claimant(s)

CASA DEL NORTE, L.P.

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

New Mailing Address

RT 1 Box 451

City, State and ZIP Code

GLENN'S FERRY, Id 83623

New Telephone Number

(208) 366-7931

5. Date you acquired the property

2-1-1999

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) *John B. M. Velt*
(include title if applicable) MANAGER - CASA DEL MONTE, L.P.

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	<u>DH</u>	Date <u>3-25-03</u>	Fee <u>\$25 - EACH</u>
Received by _____		Date _____	Receipt No. _____
Received by _____		Date _____	WR _____
Processed by _____	AJ	Date _____	Date _____

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in Elmore
more particularly described as follows, to wit:

Glenna Ferry, Idaho 83623
County, State of Idaho,

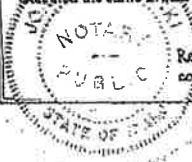
(See Attached) Legal Description and Warranty Deed Insert Reservations
me

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: February 1, 1999

Don C. Eise
Rocky Mountain Land & Cattle

State of Idaho County of Blaineville
On this 16 day of February in the year 1999,
before me, the undersigned, personally appeared
Don C. Eise
known or identified to me (or proved to me on the oath
of _____ to be one of
the members in the limited liability company of Rocky Mountain
Land & Cattle, and the member or one of the members who
subscribed said limited liability company name to the
foregoing instrument, and acknowledged to me that (s)he
executed the same in said limited liability company name;
Sign Don C. Eise
Notar Donne Zielinski
Residing at Idaho Falls ID
comm exp: 2-25-2004



313440

ELMORE COUNTY, IDAHO 83
Request of

GUARANTY TITLE, INC.
Time 3:16 P.M.
Date February 16, 1999
GAIL L. BEST, Recorder

By [Signature]
Fee 415.00 Deputy

CASE NO.: 99-033

LEGAL DESCRIPTION

Parcel I:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 19: SE1/4SE1/4
Section 20: S1/2NW1/4, SW1/4
Section 28: SW1/4NW1/4
Section 29: N1/2NW1/4, SW1/4NW1/4
Section 30: E1/2E1/2
Section 31: N1/2NE1/4
Section 32 N1/2NW1/4, SE1/4SW1/4

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 5: Lots 3 and 4, SW1/4NW1/4, NW1/4SW1/4, SE1/4NW1/4
Section 6: Lots 1 and 2, S1/2NE1/4, N1/2SE1/4

Parcel II:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 24: NE1/4, SE1/4NW1/4, N1/2SE1/4

(See Attached)

LEGAL DESCRIPTION

PARCEL III:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 16: NE1/4NE1/4, W1/2W1/2, SE1/4SE1/4
Section 21: E1/2, NE1/4NW1/4
Section 22: SW1/4NW1/4, NE1/4, E1/2NW1/4, SW1/4
Section 29: SW1/4SE1/4
Section 32: NE1/4, W1/2SE1/4
Section 36: E1/2NW1/4, W1/2SE1/4

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 3: Lots 2, 3, 4, SW1/4NE1/4, S1/2NW1/4, N1/2SW1/4,
SE1/4SW1/4, SE1/4
Section 4: Lots 1, 2, 3, S1/2N1/2, N1/2SW1/4, NE1/2SE1/4
Section 5: Lot 2, SW1/4NE1/4, NE1/4SW1/4, N1/2SE1/4
Section 10: N1/2NE1/4, NE1/4NW1/4

PARCEL III-A:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 22: SE1/4
Section 23: SW1/4SW1/4
Section 27: W1/2SW1/4
Section 28: S1/2SE1/2
Section 29: SE1/4SE1/4
Section 34: NW1/4NW1/4, S1/2NW1/4, NE1/4SW1/4, SE1/4
Section 35: S1/2SE1/2, NW1/4SE1/4

PARCEL IV:

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 2: NW1/4SW1/4

WARRANTY DEED INSERT

RESERVING THEREFROM a perpetual easement that shall run with the land in favor of Grantor and Grantor's successors over and across Sections 2, 3 and 10, Township 3 South, Range 11 East, Boise Meridian, Elmore County, Idaho (the "Subservient Estate"), for the purpose of trailing Grantor's livestock from certain real properties owned by the United States of America and the State of Idaho, upon which Grantor has grazing privileges across the Subservient Estate, to the certain real property owned or leased by Grantor, more particularly described as Section 16, 22, 27 and 28, Township 2 South, Range 12 East, Boise Meridian, Camas County, Idaho (the "Dominant Estate"), subject to the following conditions:

This Easement is granted to permit Grantor access to Dempsey Meadow County Road. If it becomes impractical or impossible for Grantor to use Dempsey Meadow County Road to trail Grantor's livestock (or the livestock of Grantor's successors in interest), Grantees agree, to the extent reasonably possible, to provide Grantor and Grantor's successors with an alternate livestock trailing route across the Subservient Estate.

The foregoing Trailing Easement shall be limited to transporting, herding or driving livestock across the Subservient Estate, moving the livestock in a continuous manner without permitting the livestock to unreasonably graze or unreasonably linger upon the Subservient Estate (except of course Grantor's livestock may be watered on the Subservient Estate).

Grantor and Grantee shall determine where Grantor shall cross Grantee's property.

AND FURTHER RESERVING a perpetual easement that shall run with the land in favor of the Grantor and Grantor's successors for the purpose of watering Grantor's livestock on portions of Grantees' real property more particularly described as Sections 22, 27 and 28, Township 4 South, Range 11 East, Boise Meridian, Elmore County, Idaho, subject to the following terms:

a. By giving this Deed with the reservations of this Watering Easement, Grantor acknowledges that Grantees make no representation or warranty with respect to the availability of water and it is further understood

and agreed that the watering easement reserved unto Grantor is conditioned upon the availability of sufficient water to water Grantor's livestock.

b. If Grantees fence off the available water, Grantees must provide a means by which such water is reasonably available to the cattle of Grantor and Grantor's successors.

c. Grantor's reservation of livestock watering on the Subservient Estate shall not be exclusive to Grantor.

d. Subject to this Watering Easement Grantees shall have the full right to use the Subservient Estate for any use that does not interfere with the enjoyment of Grantor's Easement granted hereby.

AND FURTHER RESERVING the right to apply for and develop a water right to water livestock at the discretion of the Grantor or the Grantor's successors.

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in ~~XXXXXX~~ Camas
more particularly described as follows, to wit:

Glenns Ferry, Idaho 83623
County, State of Idaho.

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: February 1, 1999


Rocky Mountain Land & Cattle

State of Idaho County of Blaineville
On this 12 day of February in the year 1999,
before me, the undersigned, personally appeared

Derek C. Eric
known or identified to me (or proved to me on the oath
of _____ to be one of
the members in the limited liability company of Rocky Mountain
Land & Cattle, LLC and the member or one of the members who
subscribed said limited liability company name to the
foregoing instrument, and acknowledged to me that (s)he
executed the same in said limited liability company name.

Sign Joanne Bielinski
Name Joanne Bielinski
Residing at Idaho Falls, Idaho
comm exp: 2-25-2004

EXHIBIT "A"
C990007

PARCEL NO. 1:

Township 2 South, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 31: Governments Lots 1, 2, 3 and 4; the East one-half of the West one-half; and the East one-half.

PARCEL NO. 2:

Township 2 South, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 17: Southwest Quarter of the Northwest Quarter; West one-half of the Southwest Quarter;

Section 18: Lots 3, 4, Southeast Quarter of the Northeast Quarter; East one-half of the Southwest Quarter; Southeast Quarter;

Section 19: Lot 1; Northeast Quarter; East one-half of the Northwest Quarter;

Section 20: Northwest Quarter; West one-half of the East one-half; West one-half of the East one-half of the East one-half.

[Handwritten signature]

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in Elmore
more particularly described as follows, to wit:

Glenns Ferry, Idaho 83623
County, State of Idaho,

(See Attached) Legal Description and Warranty Deed Insert Reservations
JRE

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, , except those of record.

Dated: February 1, 1999



Rocky Mountain Land & Cattle

State of Idaho, County of Benewalla

On this 12 day of February in the year 1999,
before me, the undersigned, personally appeared

Derek C. Eise

known or identified to me (or proved to me on the oath
of _____ to be one of
the members in the limited liability company of Rocky Mountain
Land & Cattle, L.L.C. and the member or one of the members who
subscribed said limited liability company name to the

313440

ELMORE COUNTY, IDAHO 83
Request of

GUARANTY TITLE, INC.

Time 3:46 P.M.

Date February 16, 1999

GAIL L. BEST, Recorder

LEGAL DESCRIPTION

Parcel I:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 19: SE1/4SE1/4
Section 20: S1/2NW1/4, SW1/4
Section 28: SW1/4NW1/4
Section 29: N1/2NW1/4, SW1/4NW1/4
Section 30: E1/2E1/2
Section 31: N1/2NE1/4
Section 32 N1/2NW1/4, SE1/4SW1/4

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 5: Lots 3 and 4, SW1/4NW1/4, NW1/4SW1/4, SE1/4NW1/4
Section 6: Lots 1 and 2, S1/2NE1/4, N1/2SE1/4

Parcel II:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 24: NE1/4, SE1/4NW1/4, N1/2SE1/4

(See Attached)

LEGAL DESCRIPTION

PARCEL III:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 16: NE1/4NE1/4, W1/2W1/2, SE1/4SE1/4
Section 21: E1/2, NE1/4NW1/4
Section 22: SW1/4NW1/4, NE1/4, E1/2NW1/4, SW1/4
Section 29: SW1/4SE1/4
Section 32: NE1/4, W1/2SE1/4
Section 36: E1/2NW1/4, W1/2SE1/4

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 3: Lots 2, 3, 4, SW1/4NE1/4, S1/2NW1/4, N1/2SW1/4,
SE1/4SW1/4, SE1/4
Section 4: Lots 1, 2, 3, S1/2N1/2, N1/2SW1/4, NE1/2SE1/4
Section 5: Lot 2, SW1/4NE1/4, NE1/4SW1/4, N1/2SE1/4
Section 10: N1/2NE1/4, NE1/4NW1/4

PARCEL III-A:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 22: SE1/4
Section 23: SW1/4SW1/4
Section 27: W1/2SW1/4
Section 28: S1/2S1/2
Section 29: SE1/4SE1/4
Section 34: NW1/4NW1/4, S1/2NW1/4, NE1/4SW1/4, SE1/4
Section 35: S1/2S1/2, NW1/4SE1/4

PARCEL IV:

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 2: NW1/4SW1/4

WARRANTY DEED INSERT

RESERVING THEREFROM a perpetual easement that shall run with the land in favor of Grantor and Grantor's successors over and across Sections 2, 3 and 10, Township 3 South, Range 11 East, Boise Meridian, Elmore County, Idaho (the "Subservient Estate"), for the purpose of trailing Grantor's livestock from certain real properties owned by the United States of America and the State of Idaho, upon which Grantor has grazing privileges across the Subservient Estate, to the certain real property owned or leased by Grantor, more particularly described as Section 16, 22, 27 and 28, Township 2 South, Range 12 East, Boise Meridian, Camas County, Idaho (the "Dominant Estate"), subject to the following conditions:

This Easement is granted to permit Grantor access to Dempsey Meadow County Road. If it becomes impractical or impossible for Grantor to use Dempsey Meadow County Road to trail Grantor's livestock (or the livestock of Grantor's successors in interest), Grantees agree, to the extent reasonably possible, to provide Grantor and Grantor's successors with an alternate livestock trailing route across the Subservient Estate.

The foregoing Trailing Easement shall be limited to transporting, herding or driving livestock across the Subservient Estate, moving the livestock in a continuous manner without permitting the livestock to unreasonably graze or unreasonably linger upon the Subservient Estate (except of course Grantor's livestock may be watered on the Subservient Estate).

Grantor and Grantee shall determine where Grantor shall cross Grantee's property.

AND FURTHER RESERVING a perpetual easement that shall run with the land in favor of the Grantor and Grantor's successors for the purpose of watering Grantor's livestock on portions of Grantees' real property more particularly described as Sections 22, 27 and 28, Township 4 South, Range 11 East, Boise Meridian, Elmore County, Idaho, subject to the following terms:

a. By giving this Deed with the reservations of this Watering Easement, Grantor acknowledges that Grantees make no representation or warranty with respect to the availability of water and it is further understood

and agreed that the watering easement reserved unto Grantor is conditioned upon the availability of sufficient water to water Grantor's livestock.

b. If Grantees fence off the available water, Grantees must provide a means by which such water is reasonably available to the cattle of Grantor and Grantor's successors.

c. Grantor's reservation of livestock watering on the Subservient Estate shall not be exclusive to Grantor.

d. Subject to this Watering Easement Grantees shall have the full right to use the Subservient Estate for any use that does not interfere with the enjoyment of Grantor's Easement granted hereby.

AND FURTHER RESERVING the right to apply for and develop a water right to water livestock at the discretion of the Grantor or the Grantor's successors.

11-10-1988

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in Elmore
more particularly described as follows, to wit:

Glenna Ferry, Idaho 83623
County, State of Idaho,

(See Attached) *Legal Description and Warranty Deed Insert Reservations*
me

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: February 1, 1999

[Signature]

Rocky Mountain Land & Cattle

State of Idaho, County of Benewalla

On this 11 day of February in the year 1999,
before me, the undersigned, personally appeared

Derek C. Enice

known or identified to me (or proved to me on the oath
of _____ to be one of

the members in the limited liability company of Rocky Mountain
Land & Cattle, L.L.C. and the member or one of the members who
subscribed said limited liability company name to the
foregoing instrument, and acknowledged to me that (s)he
executed the same in said limited liability company name.

313440

ELMORE COUNTY, IDAHO 83
Request of

GUARANTY TITLE INC.

Time 3:46 P.M.

Date February 16, 1999

GAIL L. BEST, Recorder

By *[Signature]*

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in ~~XXXXXX~~ Camas
more particularly described as follows, to wit:

Glenns Ferry, Idaho 83623
County, State of Idaho,

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: February 1, 1999


Rocky Mountain Land & Cattle

State of Idaho, County of Bonneville,
On this 12 day of February in the year 1999,
before me, the undersigned, personally appeared Derek C. Eric

Derek C. Eric
known or identified to me (or proved to me on the oath
of _____ to be one of
the members in the limited liability company of Rocky Mountain
Land & Cattle, L.L.C. and the member or one of the members who
subscribed said limited liability company name to the
foregoing instrument, and acknowledged to me that (s)he
executed the same in said limited liability company name.

Sign Joanne Zielinski
Name Joanne Zielinski
Residing at Idaho Falls, Idaho
comm exp: 2-25-2004