

PD

09/05/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 31-11329

NAME AND ADDRESS: CHING CREEK LLC
2633 E 105 N
IDAHO FALLS, ID 83401

SOURCE: SCALP CREEK TRIBUTARY: SINKS

QUANTITY: 0.02 CFS

PRIORITY DATE: 05/01/1948

POINT OF DIVERSION: T13N R39E S2 NWSESW Within CLARK County
T13N R39E S3 NWSENE Within CLARK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	05-01 10-31	0.02 CFS

PLACE OF USE:

<u>STOCKWATER Within CLARK County</u>			
T13N R39E S2	NWSW	T13N R39E S2	SWSW
T13N R39E S2	SESW	T13N R39E S3	NESE
T13N R39E S3	SENE		

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

100 CATTLE

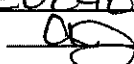
No 5 & No 8 Addon

*Original
Claims sent
to court
9-13-01*

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: A31-11329
Date Received: 2/25/1999
Receipt No: EDZ4800
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GREAT NORTHERN ADVENTURE LLC 208-523-5306
Address: GREGORY PECK
2633 E 105 N
IDAHO FALLS ID 83401

2. Date of Priority: MAY 1, 1948

3. Source: SCALP CREEK Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13N	39E	3	NW	SE	NE		CLARK

5. Description of diverting works:
DIKE AND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	04/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 100 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
13N	39E	2	NW	SW		STOCK	
			SW	SW		STOCK	
			SE	SW		STOCK	

A3111329



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	39E	3	SE	NE		STOCK	
			NE	SE		STOCK	

11. Place of use in counties: CLARK

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am REGISTERED AGENT FOR IDAHO of
Title
GREAT NORTHERN ADVENTURE L.L.C., that I have signed the foregoing
Organization
document in the space below as REGISTERED AGENT FOR IDAHO of
Title
GREAT NORTHERN ADVENTURE L.L.C. and that the statements contained in the
Organization
foregoing document are true and correct.

Gregory C. Rich
Signature of Authorized Agent

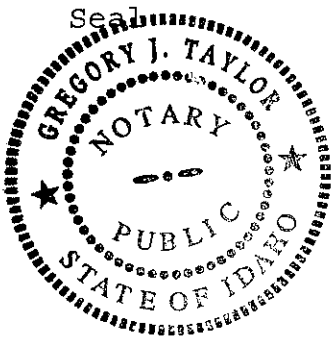
Registered Agent, Great Northern Adventure L.L.C.
Title and Organization

February 25, 1999
Date

State of Idaho)
County of BONNEVILLE) SS.

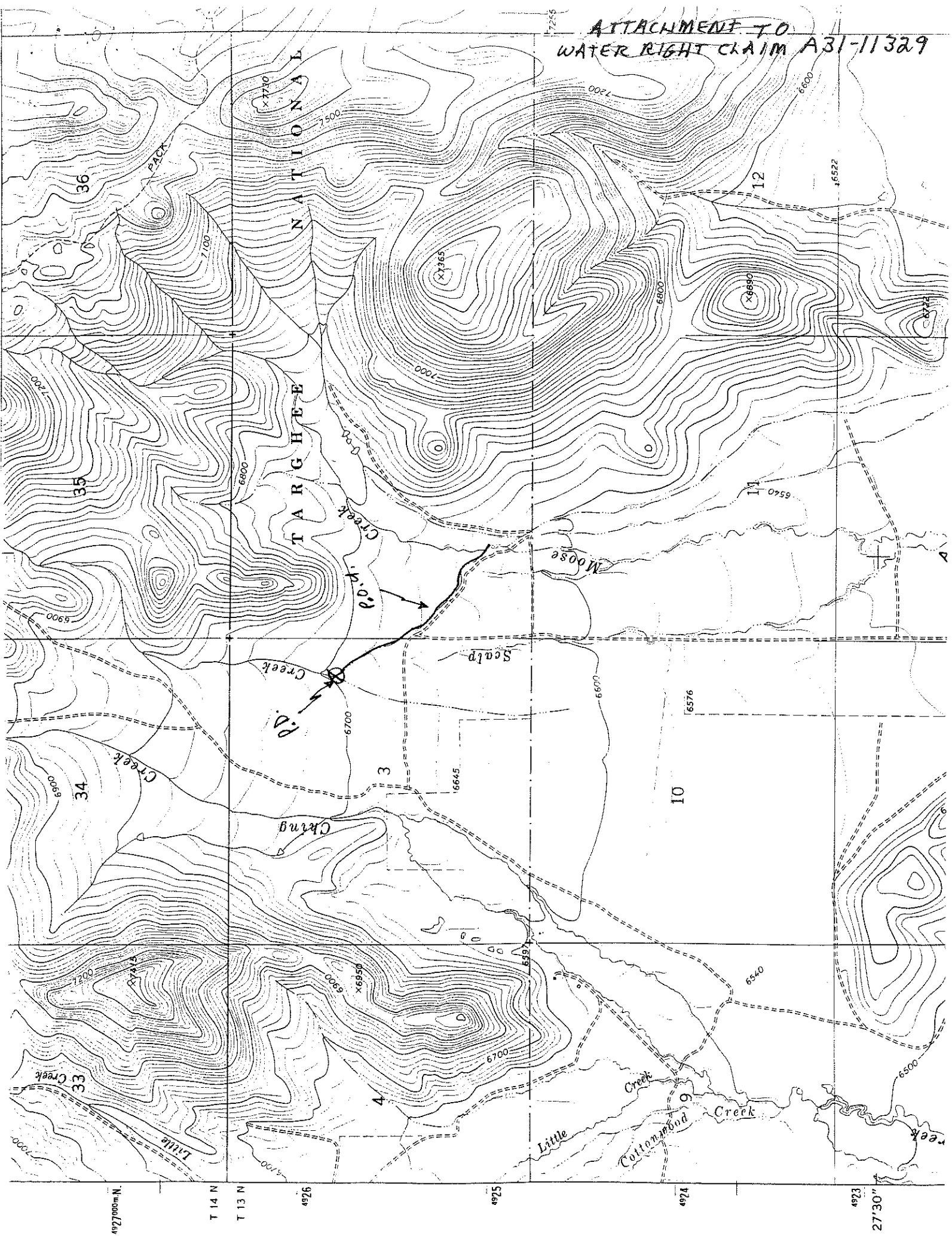
Subscribed and sworn (or affirmed) before me this 25th day
of February 19 99

Gregory J. Taylor
Notary Public



Residing at Idaho Falls ID
My Commission Expires 4/28/2004

ATTACHMENT TO
WATER RIGHT CLAIM A31-11329



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 31-11329
Date Received: 2/26/99
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

Name: CHING CREEK LLC Phone: (208)523-5306

Address: 2633 E 105 N
IDAHO FALLS ID 83401

2. Date of Priority: 08/26/1920

3. Source: Scalp Creek Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
13N	39E	3	NW SE NE	0	CLARK

5. Description of diverting works:

DIKE AND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	4/01	12/31	0.04	0

7. Total Quantity Appropriated is:
0.04 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
13N	39E	2	NW SW	STOCKWATER	0
			SW SW	STOCKWATER	0

			SE	SW	STOCKWATER	0
						Section Acres 0
13N	39E	3	NE	SE	STOCKWATER	0
			SE	NE	STOCKWATER	0
						Section Acres 0
						Total Acres 0

11. Place of use in counties: CLARK

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

13. Other Water Rights Used:

14. Remarks:

CHANGED OWNERSHIP PER REQUEST/JC/6-19-00

15. Basis of Claim: Beneficial Use

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Registered Agent for Idaho of _____
Title

Ching Creek L.L.C., that I have signed the foregoing
Organization
 document in the space below as Registered Agent for Idaho of _____
Title

Ching Creek LLC and that the statements contained in the
Organization
 foregoing document are true and correct.

Gregory C. Reck
Signature of Authorized Agent

Registered Agent, Ching Creek LLC
Title and Organization

8/7/00
Date

State of Idaho)
County of Bonneville) SS.

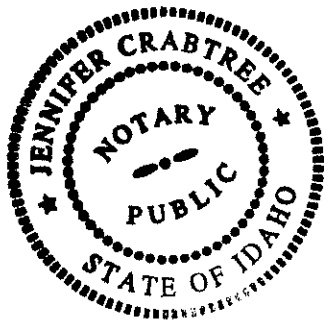
Subscribed and sworn (or affirmed) before me this 7th
of Aug 2000

Jennifer Crabtree

Notary Public

Residing at Idaho Falls Idaho

My commission Expires 9/23/03



CREEK

T.13N., R.39E.

3

2

Ching Creek LLC
Stockwater
31-11329

CHING

3

2

10

11

10

Scaip Ck

Moose Ck

1

1



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

June 19, 2000

GREGORY C PECK
CHING CREEK LLC
2633 E 105 N
IDAHO FALLS ID 83401

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A31-11329

Dear Mr. Peck:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

The assignment of permit for 31-07654 has been submitted to our allocations bureau for processing, also.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

AJ0749NP
No. A31-11329

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 06/19/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CHING CREEK LLC 2633 E 105 N IDAHO FALLS ID 83401 (208) 523-5306	05/01/1948	STOCKWATER	04-01 12-31	0.040 CFS	
TOTAL DIVERSION:					0.040 CFS	

Water Source: SCALP CREEK

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T13N R39E S03

NWSENE

CLARK County

Place of use Legal Description for: STOCKWATER

	NE	NW	SW	SE
T R S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac
13N 39E 2	:	:	:	:
13N 39E 3	:	:	:	:

POU County: CLARK

Non-Irrigation Uses: STOCKWATER, 100 RANGE CATTLE

Remarks: GEN CHANGED OWNERSHIP PER REQUEST

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

DELOB AR 6/16/00

RECEIVED

JUN 16 2000

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

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 31-07654 - submitted to allocation
Adjudication Claim No(s): A31-11329

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

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 GREAT NORTHERN ADVENTURE LLC.

2633 E 105 N IDAHO FALLS, ID 83401

4. New Owner/Claimant(s) CHING CREEK L.L.C.

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2633 E 105 N IDAHO FALLS, ID 83401

City, State and ZIP Code _____

New Telephone Number (208) 523-5306

5. Date you acquired the property 11/16/1999

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) Gregory C. Decker, Registered Agent
or Claimant(s) For Idaho For Ching Creek L.L.C.

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into and effective as of the 8th day of December, 1999 by and between STEVEN G. BUMSTEAD and JACQUELINE BUMSTEAD (the "Bumsteads") and CHING CREEK L.L.C., a Washington limited liability company ("Ching Creek").

RECITALS

A. The Bumsteads own one hundred percent (100%) of all membership interests in Ching Creek and Great Northern Adventure, L.L.C., a Washington limited liability company.

B. Ching Creek owns real property located in Clark County, Idaho, legally described as follows (referred to herein as the "Idaho Ranch"):

TOWNSHIP 13 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN,
CLARK COUNTY, IDAHO, SECTION 2: W 1/2 SW 1/4; SE 1/4 SW 1/4,
SECTION 3: N 1/2 SE 1/4; SE 1/4 SE 1/4; SW 1/4 NE 1/4; W 1/2 SE 1/4
NE 1/4; E 1/2 SE 1/4 NW 1/4

W 1/2 SW 1/4 Sec. 2
SE 1/4 SW 1/4
N 1/2 SE 1/4
SE 1/4 SE 1/4
SW 1/4 NE 1/4
W 1/2 SE 1/4
E 1/2 SE 1/4 NW 1/4

C. Pursuant to the Assignment and Assumption dated November 16, 1999 by and between Great Northern Adventure, L.L.C. and the Bumsteads (the "Assignment"), attached hereto as Exhibit A and incorporated herein by this reference, the Bumsteads own equipment, inventory, a truck and other personal property (collectively referred to as the "Personal Property") located at the Idaho Ranch and/or used in the operation of the Idaho Ranch.

D. Pursuant to the Assignment, the Bumsteads have assumed the promissory note dated September 7, 1999 by and between Great Northern Adventure, LLC as maker, and Gregory Peck and Michele Peck, husband and wife, as payees, in the principal amount of Forty Thousand Dollars (\$40,000) (the "Promissory Note").

E. The Bumsteads wish to transfer and assign the Personal Property and the Promissory Note (the "Assigned Property") to Ching Creek, and Ching Creek has agreed to assume all of the liabilities connected with the Assigned Property; and

F. The Bumsteads and Ching Creek desire to enter into this Agreement to evidence the assignment of the Assigned Property.

NOW THEREFORE, in consideration of the recitals and of the mutual covenants and other terms and conditions contained herein, the parties hereto agree as follows:

1. Assignment and Assumption. The Bumsteads hereby sell, assign and transfer to Ching Creek all right, title and interest in the Assigned Property, as described above, and all documents related thereto. In consideration of such assignment (which assignment Ching Creek hereby accepts) and subject to the terms, conditions, representations and warranties contained herein, Ching Creek hereby assumes all of the obligations of the Bumsteads, if any, with regard to the Assigned Property.

2. Further Instruments. The Bumsteads hereby agree to duly execute and deliver to Ching Creek all such other and further instruments of conveyance, transfer and assignment and to take such other action as Ching Creek may reasonably deem necessary to more effectively convey and transfer to Ching Creek the Assigned Property transferred or intended to be transferred hereby. Ching Creek agrees to duly execute and deliver to the Bumsteads all such other and further instruments of assumption and take such other action as may reasonably be required by the Bumsteads to effect the full and complete assumption by Ching Creek of the obligations of Ching Creek assumed or intended to be assumed hereunder.

3. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

THE "BUMSTEADS":

Steven G. Bumstead
Steven G. Bumstead, individually

Jacqueline Bumstead
Jacqueline Bumstead, individually

CHING CREEK, L.L.C.:

Steven G. Bumstead
Steven G. Bumstead, Manager and Member

Jacqueline Bumstead
Jacqueline Bumstead, Member

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into and effective as of the 16th day of November, 1999 by and between GREAT NORTHERN ADVENTURE, L.L.C., a Washington limited liability company ("Great Northern"), and STEVEN G. BUMSTEAD and JACQUELINE BUMSTEAD (the "Bumsteads").

RECITALS

A. The Bumsteads own one hundred percent (100%) of all membership interests in Great Northern.

B. Great Northern owns real property located in Clark County, Idaho, legally described as follows (referred to herein as the "Idaho Ranch"):

TOWNSHIP 13 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN,
CLARK COUNTY, IDAHO, SECTION 2: W 1/2 SW 1/4; SE 1/4 SW 1/4,
SECTION 3: N 1/2 SE 1/4; SE 1/4 SE 1/4; SW 1/4 NE 1/4; W 1/2 SE 1/4
NE 1/4; E 1/2 SE 1/4 NW 1/4

C. Great Northern owns equipment, inventory, a truck and other personal property (collectively referred to as the "Personal Property") located at the Idaho Ranch and/or used in the operation of the Idaho Ranch. The value of the Personal Property equals or exceeds Forty Thousand Dollars (\$40,000). The Personal Property is set forth in detail on Exhibit A, attached hereto and incorporated herein by this reference.

D. Great Northern has borrowed Forty Thousand Dollars (\$40,000) from Gregory Peck and Michele Peck, as evidenced by a promissory note attached hereto as Exhibit B and incorporated herein by this reference (the "Promissory Note").

E. Great Northern desires to transfer and assign the Personal Property and the Promissory Note to the Bumsteads (the "Assigned Property"), and the Bumsteads have agreed to assume all of the liabilities connected with the Assigned Property; and

F. The Bumsteads and Great Northern desire to enter into this Agreement to evidence the assignment of the Assigned Property.

EXHIBIT A

NOW THEREFORE, in consideration of the recitals and of the mutual covenants and other terms and conditions contained herein, the parties hereto agree as follows:

1. Assignment and Assumption. Great Northern hereby sells, assigns and transfers to the Bumsteads all right, title and interest in the Assigned Property, as described above, and all documents related thereto. In consideration of such assignment (which assignment the Bumsteads hereby accept) and subject to the terms, conditions, representations and warranties contained herein, the Bumsteads hereby assume all of the obligations of Great Northern, if any, with regard to the Assigned Property.

2. Further Instruments. Great Northern hereby agrees to duly execute and deliver to the Bumsteads all such other and further instruments of conveyance, transfer and assignment and to take such other action as the Bumsteads may reasonably deem necessary to more effectively convey and transfer to the Bumsteads the Assigned Property transferred or intended to be transferred hereby. The Bumsteads agree to duly execute and deliver to Great Northern all such other and further instruments of assumption and take such other action as may reasonably be required by Great Northern to effect the full and complete assumption by the Bumsteads of the obligations of the Bumsteads assumed or intended to be assumed hereunder.

3. Successors and Assigns. This Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

GREAT NORTHERN ADVENTURE, L.L.C.:

Steven G. Bumstead
Steven G. Bumstead, Member

Jacqueline Bumstead
Jacqueline Bumstead, Member

THE "BUMSTEADS":

Steven G. Bumstead
Steven G. Bumstead, individually

Jacqueline Bumstead
Jacqueline Bumstead, individually

COPY

Microfilm No. 048543
Day Dec 1999
At 3:40 o'clock P M
CONNIE S. OWEN
Clark Co. Recorder
Fee \$ 3.00
Rebecca Nordstrom Deputy
Recorded at Request of
Lyons Law Office

AFTER RECORDING MAIL TO:

Name David T. Lyons, Esq.
Lyons Law Offices, P.S.
Address 900 Fourth Avenue, Suite 4050
City/State Seattle, Washington 98164

WARRANTY DEED

THE GRANTORS, Steven G. Bumstead and Jacqueline Bumstead, husband and wife, for and in consideration of One and No/100 Dollar (\$1.00) convey and warrant to Ching Creek, L.L.C., the following described real estate, situated in the County of Clark, State of Idaho, together with all after acquired title of the grantor(s) therein:

TOWNSHIP 13 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN,
CLARK COUNTY, IDAHO

SECTION 2: W 1/2 SW 1/4; SE 1/4 SW 1/4

SECTION 3: N 1/2 SE 1/4; SE 1/4 SE 1/4; SW 1/4 NE 1/4; W 1/2 SE 1/4
NE 1/4; E 1/2 SE 1/4 NW 1/4

SUBJECT to all existing easements or claims of easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record.

DATED this 16 day of November 1999.

Steven G. Bumstead
Steven G. Bumstead

Jacqueline Bumstead
Jacqueline Bumstead

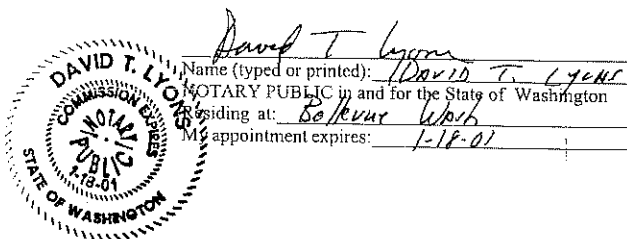
STATE OF WASHINGTON

County of KING

)
) SS.
)

I certify that I know or have satisfactory evidence that Steven G. Bumstead and Jacqueline Bumstead are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: November 16, 1999



Name (typed or printed): David T. Lyons
Notary Public in and for the State of Washington
Residing at: Bellevue Wash
My appointment expires: 1-18-01



APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

FILED

99 SEP 20 PM 2:44

(Instructions on back of application)

ORIGINAL

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is: Ching Creek, L.L.C.
2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is: _____
3. The jurisdiction under whose laws the limited liability company is organized is State of Washington, and the date of its formation was July 21, 1999
4. The name and address of the registered agent in Idaho is: Gregory Peck
2633 East 105 North, Idaho Falls, Idaho 83401
5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is: 8456 - 128th S.E., Newcastle, Washington 98056
6. The address of the limited liability company's principal office, if other than the address in #5 above, is: _____
7. The address to which correspondence should be addressed is: 8456 - 128th S.E.
Newcastle, Washington 98056
8. Signature of a manager, if any, or a member if there are no managers.

Steven D. Bumstead

Steven G. Bumstead, Manager

Typed or Printed Name

Manager ☒ Member ☐

IDAHO SECRETARY OF STATE
Secretary of State Use Only

09/20/1999 09:00
CX: 8637 CT: 110962 BH: 251393

1 @ 100.00 = 100.00 REGFORGLLC # 2

W 9800

PETE T. CENARRUSA
SECRETARY OF STATE

BEN YSURSA
CHIEF DEPUTY
SECRETARY OF STATE

700 West Jefferson
PO Box 83720
Boise, Idaho 83720-0080
Telephone 208 334-2300
Facsimile 208 334-2282
e-mail: sosinfo@idsos.state.id.us
<http://www.idsos.state.id.us>



STATE OF IDAHO
SECRETARY OF STATE

Corporations Division
208 334-2301
Uniform Commercial Code Division
208 334-3191
Facsimile 334-2847
Trademarks/Notaries Division
208 334-2300
Elections Division
208 334-2852
Legislative and Executive Affairs
208 334-2300
Fiscal Division
208 334-5355
Computer Services
208 334-5354

Dear Customer:

The enclosed document has been filed. The purpose of this letter is to inform you of the following annual requirements:

Each corporation and each limited liability company authorized to transact business in this state must deliver to the secretary of state for filing an annual report on a form provided by this office.

If an annual report is not received on or before the due date, the following will occur:

- 1) All domestic corporations and limited liability companies will be subject to administrative dissolution;
- 2) All foreign corporations will be subject to revocation of its authority to do business in Idaho;
- 3) All foreign limited liability companies will be subject to administrative cancellation;

The form must be executed by a person authorized by the company, indicating such capacity, setting forth the name of the company, the state or country under whose law it is incorporated/incorporated, along with the names and addresses of its current registered agent and officers.

The first, and all subsequent annual reports shall be delivered to the secretary of state each year before the end of the month during which a corporation or limited liability company was initially authorized to transact business. (Please note: the first annual report is not due until 1 year after the initial filing date)

A pre-printed report form will be mailed to the corporation four months prior to its due date. There is no filing fee if the corporation's annual report is received in this office by the date it is due. (A post mark date will not be accepted)

Very truly yours,

A handwritten signature in cursive script that reads "Tonya Herold".

Tonya Herold
Corporation Division

Enclosures: cited

No. 3581

The United States of America

Blackfoot 018283

To All to Whom these Presents Shall Come—GREETING:

WHEREAS, A Certificate of the Register of the Land Office at Blackfoot, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of Henry E. Horn, has been established and duly consummated, in conformity to law, for the South half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section two and the Southeast Quarter of the Southeast Quarter of Section Three in Township Thirteen North of Range Thirty-nine East of the Boise Meridian, Idaho, containing one hundred sixty acres.

according to the Official Plat of the Survey of said land, returned to the GENERAL LAND OFFICE, by the Surveyor General:

NOW, KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of

America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

in the District of Columbia,

GIVEN under my hand, ~~in the District of Columbia~~ the Twenty-Sixth day of

August, , in the year of our Lord One Thousand Nine Hundred and

Twenty. and of the Independence of the United States the one hundred and

Forty-Fifth.

BY THE PRESIDENT. Woodrow Wilson.

By

M. P. LeRoy,

Secretary.

Recorded: Patent Number 769842.

L.Q.C. Lamar,

Recorder of the General Land Office.

Filed for record at the request of Wood Livestock Co.,

at 00 minutes past 9 A. M., September 23rd 1922.

Fee \$1.00

By Paul Davis Deputy. Caroline Allen Recorder.

patent Book
#3
page 28

S²SW } Sec. 2
NW SW }
SESE Sec. 3 13/39

SCALP CK
Moose CK

Priority Date:
26 August 1920

RECEIVED

SEP - 7 2001

Department of Water Resources

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

Case No. 39576

A. Subcase: 31-11329
STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America, Acting through the USDA Forest Service
Address: 550 West Fort Street
MSC 033
Boise, Idaho 83724
Daytime Phone: (208) 331-5943

Name and Address of Attorney, if any:

David L. Negri
550 West Fort Street
MSC 033
Boise, Idaho 83724

C. CLAIMANT OF WATER RIGHT AS LISTED IN THE DIRECTOR'S REPORT

Name: Ching Creek LLC
Address: 2633 E 105 N
Idaho Falls, ID 83401

INSTRUCTIONS FOR MAILING

You must mail the objection to the Clerk of the Court. FAX filings will not be accepted. You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on Sep 6 2001, I mailed the original and copies of this objection, including all attachments, to the following persons:

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. One copy to the claimant of the water right at the following address:

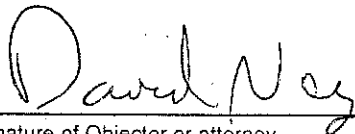
Name: Ching Creek LLC
Address: 2633 E 105 N
Idaho Falls, ID 83401

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resource
Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of Objector or attorney
mailing on Objector's behalf

IDAHO DEPARTMENT OF WATER RESOURCES 01/22/2002
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

Water Right 31-11329

NAME AND ADDRESS: CHING CREEK LLC
2633 E 105 N
IDAHO FALLS ID 83401

SOURCE: SCALP CREEK TRIBUTARY: SINKS
QUANTITY: 0.02 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL
NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 05/01/1948

POINT OF DIVERSION:

T13N R39E S2 SWSESW End of Stream Flow Within CLARK County
T13N R39E S3 NWSENE End of Stream Flow Within CLARK County
T13N R39E S3 NWSENE Begin of Stream Flow Within CLARK County
T13N R39E S3 NENESE Begin of Stream Flow Within CLARK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	05/01 10/31	0.020 CFS

PLACE OF USE:

<u>STOCKWATER Within CLARK County</u>			
T13N R39E S02	SESW	T13N R39E S02	SWSW
T13N R39E S02	NWSW	T13N R39E S03	NESE
T13N R39E S03	SENE		

PLACE OF USE DOES NOT INCLUDE NATIONAL FOREST LANDS IN SENE SEC. 3

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 FOR
STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL
USE.

EXPLANATORY MATERIAL:

STOCKWATER 100 CATTLE

01/15/2002

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

RIGHT NUMBER: 31-11329

NAME AND ADDRESS: CHING CREEK LLC
2633 E 105 N
IDAHO FALLS ID 83401

SOURCE: SCALP CREEK

TRIBUTARY: SINKS

QUANTITY: 0.020 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 05/01/1948

POINT OF
DIVERSION:

T13N R39E S3 NWSENE Begin of Stream Flow Within CLARK County
T13N R39E S3 NWSENE End of Stream Flow Within CLARK County

T13N R39E S3 NENESE Begin of Stream Flow Within CLARK County
T13N R39E S2 SWSESW End of Stream Flow Within CLARK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

05/01 10/31

0.020 CFS

PLACE OF USE: STOCKWATER Within CLARK County

T13N R39E S02 NWSW
T13N R39E S02 SESW
T13N R39E S03 SENE

T13N R39E S02 SWSW
T13N R39E S03 NESE

PLACE OF USE DOES NOT INCLUDE NATIONAL FOREST LANDS.

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 FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use
STOCKWATER 100 CATTLE

B31-11329-ABR