STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 09 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-12031	Yes ☐	Yes ☐	37-734	Yes ☐	Yes ☐
37-12032	Yes ☐	Yes ☐	37-736	Yes ☐	Yes ☐
37-12023	Yes ☐	Yes ☐	37-12022	Yes ☐	Yes ☐
37-12021	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-754	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: W.D. Pardue
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Pardue Cattle Company of Idaho LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

PO Box 282 | Carey | ID | 83320
Mailing address | City | State | ZIP

Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11/7/2001

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
- ○ $25 per *undivided* water right.
- ○ $100 per *split* water right.
- ○ No fee is required for pending adjudication claims.

SUPPORT DATA
IN FILE # 37-734

☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [signature] | Mgr | 8-24-2020
Signature of new owner/claimant | Title, if applicable | Date

Signature: _____ | _____ | _____
Signature of new owner/claimant | Title, if applicable | Date

For IDWR Office Use Only:
Receipted by SG Date 9/9/20 Receipt No. 5038128 Receipt Amt. $375.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by JB Date 12-8-20
37-12031, 37-12032 Completed on 9-21-20 - JB
37-734, 37-736, 37-754, 37-12021, 37-12022, 37-12023 Compl. on 12-8-20

QUITCLAIM DEED OF WATER RIGHTS

This Quitclaim Deed of Water Rights is made and entered into by and between **Larry B. Shaffer and Karla K. Shaffer** ("GRANTOR") and **Pardue Cattle Company of Idaho, LLC.**, an Idaho Limited Liability Company ("GRANTEE").

WHEREAS on September 21, 2006, water right nos. 37-734, 37-736, 37-754, 37-12021, 37-12022, and 37-12023 (hereinafter "the Water Rights") were decreed by the Snake River Basin Adjudication district court in the name of W.D. Pardue with a 964.7-acre place of use;

WHEREAS included within the 964.7-acre place of use for the Water Rights was a one-acre parcel in Township 1 South, Range 22 East, Section 4, SESW, Blaine County (hereinafter "the 1-acre Parcel").

WHEREAS the 1-acre Parcel was later conveyed to Larry B. Shaffer and Karla K. Shaffer.

WHEREAS the Water Rights that were decreed in the name of W.D. Pardue and appurtenant land was later conveyed to Pardue Cattle Company of Idaho, LLC.

NOW THEREFORE for valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby bargain, sell, remise, convey, and forever quitclaim to GRANTEE any and all interest GRANTOR has, if any, in the Water Rights to GRANTEE.

IN WITNESS WHEREOF Grantor has executed this instrument on this _____ day of _____, 2020.

GRANTOR:

By: Larry B Shaffer
Name: Larry B. Shaffer

By: Karla Kay Shaffer
Name: Karla K. Shaffer

STATE OF Idaho)
) s.s.
COUNTY OF Blaine)

The foregoing instrument was acknowledged before me this 25 day of November, 20 20, by Larry B Shaffer [name] and Karla K Shaffer [name].

[SEAL]

KATHI PECK
COMMISSION NO. 120763
NOTARY PUBLIC
STATE OF IDAHO

Kathi L. Peck
(Notary's official signature)

9/17/25
(Commission expiration date)

HAILEY BLAINE, IDAHO
2000-06-05 11:32:50 No. of Pages: 3
Recorded for : ROBERT P BAXTER JR
MARSHA RIEMANN Fee: 9.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

(729 acres, more or less, Petersen Ranch, Carey, Idaho

CORRECTION WARRANTY DEED

WHEREAS, W.D. Pardue and wife Alma Pardue as Grantors executed that certain Warranty Deed to PARDUE LAND COMPANY, LTD., a Texas limited partnership, as Grantee, dated and effective December 15, 1999, recorded on or about January 5, 2000 in the office and official records of the Blaine County Recorder, under File No. 435350 (said deed is herein called the "Prior Deed"), and said Prior Deed conveyed a certain 729 acre tract, more or less, sometimes called the Peterson Ranch, pursuant to a legal description attached to said Deed as Exhibit "A"; and

WHEREAS, it was the intention of the Grantors in said Prior Deed to convey all the land which they owned as part of the so-called Peterson Ranch Property, either through the conveyances to them earlier which are recited in the Prior Deed, or through other conveyances of other lands which are contiguous or adjacent to the 729 acre tract described in the Prior Deed; and

WHEREAS, by mistake or oversight, the legal description in the Prior Deed did not include (and in fact expressly excluded) a certain tract of land located in Section 5 of Township 1 South, Range 22 East, Boise Meridian, Blaine County Idaho, which was acquired by W. D. Pardue and wife Alma Pardue pursuant to a certain Warranty Deed from Lee Peterson and Evelyn Peterson, dated October 3, 1990, recorded on or about October 10, 1990 in the office and official records of the Blaine County Recorder, under File No. 324502 (said deed is herein called the "Section 5 Deed"), and the land conveyed pursuant thereto is more specifically described as follows:

Township 1 South, Range 22 East, Boise Meridian, Blaine County, Idaho

Section 5:

Beginning at the Southeast corner of said SE1/4 SE1/4;
THENCE North 180 feet;
THENCE West 120 feet;
THENCE South 180 feet;
THENCE East 120 feet to the POINT OF BEGINNING.

(Said land is herein called the "Additional Section 5 land", and is designated by the Blaine County Tax Assessor's office as Tax Lot No. 5862).

WHEREAS it is the intention of this Correction Deed to correct the mistake or oversight in not conveying the Additional Section 5 Land as part of the Prior Deed to PARDUE LAND COMPANY, LTD., effective as of the same date as the Prior Deed.

WHEREAS, the Additional Section 5 Land and any improvements or other real or personal property or ownership rights, whether tangible or intangible, and any service or other contracts or trade names, associated or used in connection with any of the above are all herein collectively called the "SUBJECT PROPERTY"; and

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

WHEREAS, as a result of the above, W.D. Pardue, and his wife Alma Pardue, (herein collectively called "GRANTOR" or "GRANTORS"), whose collective mailing address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228, have, at all times since October 3, 1990 been the owners of the Subject Property, and have consistently acted accordingly in all their business and commercial dealings regarding the Subject Property, and by their signatures below, in addition to conveying the Subject Property as herein described, effectively confirm of record their ownership of the Subject Property, effective from the date of the original deed and conveyance of the Additional Section 5 Land to W. D. Pardue and Alma Pardue, on or about October 3, 1990, until and through the effective date of this Correction Warranty Deed set forth hereinbelow; and

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

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

DO HEREBY GRANT, SELL AND CONVEY to Grantee the Subject Property (including the Additional Section 5 Land), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Subject Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to this conveyance and warranty recited above.

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

WITNESS our hands this 11 day of MAY, 2000, to be effective as to the conveyance by Grantors to Grantee herein, on the same day as the Prior Deed, namely, December 15, 1999.

GRANTOR:

W. D. Pardue

W. D. Pardue, Individually

Alma Pardue

Alma Pardue, Individually

ACKNOWLEDGEMENT

State of Texas
County of DALLAS

This instrument was acknowledged before me on the 11 day of MAY, 2000 by W.D. PARDUE, and wife ALMA PARDUE, in their individual capacities.

Robert P. Baxter

Notary Public, State of Texas

Robert P. Baxter, Jr.
Notary Public, State of Texas
My Comm. Expires 02/12/02

My Commission expires: 2/12/02

Instrument # 469998
HAILEY, BLAINE, IDAHO
2002-08-30 01:26:00 No. of Pages: 7
Recorded for : ROBERT P BAXTER
MARSHA RIEMANN Fee: 21.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

(Petersen Ranch 729 acres & 5 added acres, and Justesen Ranch, Carey, Idaho)

WARRANTY DEED

WHEREAS, pursuant to that certain Deed dated June 26, 1985, recorded as instrument No. 264127 in Volume ____ Page _____, Deed or Official or Real Property Records, Blaine County, Idaho, Larry K. Hercules, Trustee conveyed certain real property located in Blaine County, Idaho to W. D. Pardue (a/k/a W. D. Pardue, Sr.) and his wife, Alma Pardue; and such property, sometimes known as the 729 acre Petersen Ranch, was described therein and is more particularly described on Exhibit A-1 hereto and is herein called the "Petersen Ranch 729 acres"; and

WHEREAS, thereafter, W. D. Pardue and Alma Pardue conveyed the Petersen Ranch 729 acres to Pardue Land Company, Ltd., a Texas limited partnership, by Deed dated December 15, 1999, recorded as instrument No. 435350 in Volume ____ Page _____, Deed or Official or Real Property Records, Blaine County, Idaho; and

WHEREAS, pursuant to a certain Warranty Deed dated October 3, 1990, recorded on or about October 10, 1990 in the office and official records of the Blaine County Recorder, under File No. 324502, Lee Peterson (or Petersen) and Evelyn Peterson (or Petersen) conveyed certain real property located in Blaine County, Idaho to W. D. Pardue and wife Alma Pardue, and such property, sometimes known as the additional 5 acres of the Petersen Ranch, was described therein and is more particularly described on Exhibit A-2 hereto and is herein called the "Petersen Ranch additional 5 acres"; and

WHEREAS, thereafter, W. D. Pardue and Alma Pardue conveyed the Petersen Ranch additional 5 acres to Pardue Land Company, Ltd., by Correction Warranty Deed dated May 11, 2000, effective December 15, 1999, recorded as Instrument No. 439863 in Volume ___, Page ___, Deed or Official Records or Real Property Records, Blaine County, Idaho; and

WHEREAS, pursuant to that certain Warranty Deed dated September 30, 1992, recorded as Instrument No. 345413 in Volume ___, Page ___, Deed or Official or Real Property Records, Blaine County, Idaho, Sue R. Justesen conveyed certain real property (sometimes described as 241 acres more or less) located in Blaine County, Idaho to W. D. Pardue, and further pursuant to a certain Correction Warranty Deed dated April 1, 1993, recorded as Instrument No. 359444 in Volume ___, Page ___, Deed or Official or Real Property Records, Blaine County, Idaho, Sue R Esterholdt (formerly Sue R. Justesen), correcting a legal description, reconveyed certain property which was the subject of the earlier Deed described above to W. D. Pardue, and further, W. D. Pardue and wife Alma Pardue subsequently conveyed out a certain 4.9 acre portion of such conveyed real property to Charles Riemann and Marsha Riemann, pursuant to a certain Warranty Deed dated December 28, 1993, recorded as Instrument No. 361251 in Volume ___, Page ___, Deed or Official or Real Property Records, Blaine County, Idaho, and later reconveyed the same 4.9 acre property to the same grantees by Warranty Deed dated May 26, 1994, executed and acknowledged June 13, 1994, recorded as Instrument No. 317631, Deed or Official or Real

Property Records, Blaine County, Idaho, and the 241 acres conveyed to W. D. Pardue, less the 4.9 acres subsequently conveyed to others by W. D. Pardue and Alma Pardue as described in the various deeds above, is more particularly described on Exhibit A-3 hereto and is herein called the "Justesen Ranch property"; and

WHEREAS, THE Petersen Ranch 729 acres, the Petersen Ranch additional 5 acres, and the Justesen Ranch property are herein collectively called the "Subject Real Property", and collectively constitute the real property which is intended to be conveyed herein by this present Warranty Deed; and

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

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

WHEREAS, as a result of the above, Pardue Land Company, Ltd., (herein called "GRANTOR" or "GRANTORS"), whose mailing address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228, is the owner of the Subject Property; and

WHEREAS, Grantor, for centralization and efficiency of management and other purposes, has created PARDUE CATTLE COMPANY, L.L.C., a Texas limited liability company (herein "Limited Liability Company" or "GRANTEE"), to own and manage the Subject Property, and desires pursuant thereto to convey its ownership of the Subject Property to the Grantee, whose address is 11110 Woodmeadow Parkway, Suite A, Dallas, Texas 75228;

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

DO HEREBY GRANT, SELL AND CONVEY to Grantee the Subject Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold

it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Subject Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to this conveyance and warranty recited above.

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

WITNESS our hand this 22 day of AUGUST, 2002, to be effective as to the conveyance by Grantor to Grantee herein, on the 1ST day of AUGUST, 2002.

GRANTOR:

PARDUE LAND COMPANY, LTD.
By its General Partner, Pardue Development Company, L.L.C.

By: Randal Wayne Pardue
Randal Wayne Pardue, Manager/President

ACKNOWLEDGEMENT

State of Texas
County of Dallas

This instrument was acknowledged before me on the 22 day of AUGUST, 2002 by RANDAL WAYNE PARDUE, in the capacity therein stated.

Robert P. Baxter, Jr.
Notary Public, State of Texas

My Commission expires: 2/12/06

NOTARY PUBLIC STATE OF TEXAS
Robert P. Baxter, Jr.
Notary Public, State of Texas
My Comm Expires 02/12/06

Exhibit "A-1"
to Warranty Deed from Pardue Land Company, Ltd. To Pardue Cattle Company, L.L.C.
("Petersen Ranch 729 Acres", more or less, located in Blaine County, Idaho)

Being the same land conveyed by Larry K. Hercules, Trustee to W. D. Pardue and Alma Pardue by Deed dated June 26, 1985, recorded as instrument No. 264127 in Volume ___ Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and including all the land conveyed by W. D. Pardue and Alma Pardue to Pardue Land Company, Ltd. by Deed dated December 15, 1999, recorded as instrument No. 435350 in Volume ___ Page ____, Deed or Official or Real Property Records, Blaine County, Idaho, and more specifically described as follows:

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

Section 32: SE1/4 SW1/4; SE1/4, SE1/4 NE1/4

Section 33: SW1/4 NE1/4; NE1/4 SW1/4, W1/2 SE1/4

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

Section 4: Lots 3 and 4; S1/2 SW1/4, EXCEPT a tract of land in said Section 4, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 4;
THENCE East along the South boundary of said Section a distance of 152 feet;
THENCE North parallel with the West boundary of said Section 160 feet to the TRUE POINT OF BEGINNING;
THENCE North parallel to the West boundary of said Section, 20 feet;
THENCE East parallel to the South boundary of said Section, 20 feet;
THENCE South parallel with the West boundary of said Section, 20 feet;
THENCE West parallel with the South boundary, 20 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT for the following described tract of land:

Beginning at the South quarter corner of Section 4;
THENCE North 208 feet;
THENCE West 208 feet;
THENCE South 208 feet;
THENCE East 208 feet to the Point of Beginning.

Section 5: Lots 1 and 2; SW1/4 SE1/4, SE1/4 SE1/4,

SUBJECT TO: Various easements and right-of-way agreements, if any, filed of record in Blaine County, Idaho.

Exhibit "A-2"

to Warranty Deed from Pardue Land Company, Ltd. To Pardue Cattle Company, L.L.C. ("Petersen Ranch additional 5 acres", more or less, located in Blaine County, Idaho)

Being the same land which was conveyed by Correction Warranty Deed from W. D. and Alma Pardue to Pardue Land Company, Ltd., dated May 11, 2000, effective December 15, 1999, recorded as Instrument No. 439863 in Volume ___, Page ___, Deed or Official Records or Real Property Records, Blaine County, Idaho, being a certain tract of land located in Section 5 of Township 1 South, Range 22 East, Boise Meridian, Blaine County Idaho, which was acquired by W. D. Pardue and wife Alma Pardue pursuant to a certain Warranty Deed from Lee Peterson and Evelyn Peterson, dated October 3, 1990, recorded on or about October 10, 1990 in the office and official records of the Blaine County Recorder, under File No. 324502, and more specifically described as follows:

Township 1 South, Range 22 East, Boise Meridian, Blaine County, Idaho

Section 5:

Beginning at the Southeast corner of said SE1/4 SE1/4;
THENCE North 180 feet;
THENCE West 120 feet;
THENCE South 180 feet;
THENCE East 120 feet to the POINT OF BEGINNING.

(Said land is herein called the "Additional Section 5 Land", and is designated by the Blaine County Tax Assessor's office as Tax Lot No. 5862).

SUBJECT TO: Various easements and right-of-way agreements, if any, filed of record in Blaine County, Idaho

Exhibit "A3" **(Page 1 of 2)**
to Warranty Deed from Pardue Land Company, Ltd., to Pardue Cattle Company, L.L.C.
("Justesen Ranch property", 241 acres, less 4.9 acres, more or less,
located in Blaine County, Idaho)

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

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

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

COMMENCING at the Northeast corner of said Section 12, which point is the TRUE POINT OF BEGINNING; thence
S. 89 deg. 42 min. W., approximately 255 feet, along the Northerly boundary of said Section 12; thence
South, approximately 494 feet, said line being parallel to the East boundary of said Section 12; thence
East, approximately 177 feet, to the county road; thence
N. 26 deg. 04 min. 56 sec. E., approximately 177.4 feet, along the county road, to a point on the East boundary of said Section 12; thence
North, approximately 336 feet, along the East boundary of said Section 12, to the TRUE POINT OF BEGINNING. (Tax Lot 3189)

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

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

COMMENCING at the Northwest corner of said Section 7, which point is the TRUE POINT OF BEGINNING; thence
S. 89 deg. 44 min. E., approximately 568 feet, along the North boundary of said Section 7; to its intersection with the county road; thence
S. 59 deg. 35 min. 29 sec. W., approximately 658.59 feet, along the county road, to a point on the West boundary of said Section 7; thence
North, approximately 336 feet, along the West boundary of said Section 7, to the TRUE POINT OF BEGINNING. (Tax Lot 2266)
AND Lots 2, 3, and 4.

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

COMMENCING at the Southwest corner of the NW1/4 NW1/4 of Section (cont.)

EXHIBIT "A-3" (Page 2 OF 2)

(cont. from prior page)

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

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

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

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

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

SUBJECT TO: Various easements, fence or boundary agreements, and mineral reservations, if any, filed of record

Instrument # 652722
HAILEY, BLAINE, IDAHO
6-20-2018 05:10:49 PM No. of Pages: 2
Recorded for : BLAINE COUNTY SCHOOL DISTRICT#61
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

Prepared By

Amanda LaChance
118 W. Bullion St
Hailey, Idaho
83333

After Recording Return To

Doug Surerus
PO Box 282
Carey, Idaho
83320-0282

Space Above This Line for Recorder's Use

IDAHO QUIT CLAIM DEED

State of Idaho

Blaine County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Six Thousand Two Hundred Fifty One Dollars and Ninety Nice cents ($6,251.99) and/or other valuable consideration to the below in hand paid to the Grantor(s) known as:

Blaine County School District #61 with Amanda LaChance acting as the Clerk of the Board with a mailing address of 118 W. Bullion St, Hailey, Idaho, 83333.

The receipt whereof is hereby acknowledged, the undersigned hereby quitclaims to Pardue Cattle Company, LLC with Doug Surerus acting as the Managing Member with a principal office address located at PO Box 282, Carey, Idaho, 83320-0282 (hereinafter called the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Blaine County, Idaho, to-wit:

530 Austin Rd., Carey, Idaho Parcel # ID RP01S220090050

Legal Description - FR NWNE TL 5655 SEC 9 1S 22E

Land Group – T1S R22E SEC 04

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

ALaChance — June 20, 2018

Grantor's Signature — **Date**

Amanda LaChance
Clerk of the Board

State of Idaho)

County of Blaine)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amanda LaChance acting as Clerk of the Board for the Blaine County School District #61 whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 20 day of June, 2018.

(SEAL)

KAREN MARIE HOFFMAN NOTARY PUBLIC STATE OF IDAHO

Karen Marie Hoffman

Notary Public

My Commission Expires: 3/24/2020

HAILEY, BLAINE, IDAHO
11-1-2018 11:51:26 AM No. of Pages: 2
Recorded for : BLAINE COUNTY SCHOOL DISTRICT#61
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

Prepared By

Amanda LaChance
118 W. Bullion St
Hailey, Idaho 83333

After Recording Return To

Randy Pardue
11110 Woodmeadow Pkwy, Ste. A
Dallas, TX 75228

Space Above This Line for Recorder's Use

QUIT CLAIM DEED CORRECTION

This corrected deed is being recorded to correct the legal description as well as the name and address of Grantee on Instrument No. 652722.

State of Idaho

Blaine County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of and/or other valuable consideration to the below in hand paid to the Grantor(s) known as:

Blaine County School District #61 with Amanda LaChance acting as the Clerk of the Board with a mailing address of 118 W. Bullion St, Hailey, Idaho, 83333.

The receipt whereof is hereby acknowledged, the undersigned hereby quitclaims to Pardue Cattle Company of Idaho, LLC with Doug Surerus acting as the Managing Member with a principal office address located at PO Box 282, Carey, Idaho, 83320-0282 (hereinafter called the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Blaine County, Idaho, to-wit:

530 Austin Rd., Carey, Idaho Parcel # ID RP01S220090050

Legal Description – T 1S R 22E Sec. 9 NWNE ¼
Commencing at the NW Corner of the NWNE, Sec. 9
Thence S 260.5 ft
Thence E 260.5 ft
Thence N 260.5 ft
Thence W 260.5 ft to the point of beginning. Containing two acres of land more or less.

Land Group – T1S R 22E SEC 04

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

AhaChance. November 1, 2018

Grantor's Signature **Date**

Amanda LaChance
Clerk of the Board

State of Idaho)

County of Blaine)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amanda LaChance acting as Clerk of the Board for the Blaine County School District #61 whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of November, 2018.

(SEAL)

KANDACE TERESA BLACKBURN NOTARY PUBLIC MY COMMISSION EXPIRES 7-1-2021 STATE OF IDAHO COMMISSION NUMBER 66864

Kandace Teresa Blackburn
Notary Public

My Commission Expires: 7-01-2021

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11-1-2018 11:51:26 AM No. of Pages: 2
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JOLYNN DRAGE Fee: 0.00
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AhaChance. November 1, 2018

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Amanda LaChance
Clerk of the Board

State of Idaho)

County of Blaine)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amanda LaChance acting as Clerk of the Board for the Blaine County School District #61 whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of November, 2018.

(SEAL)

KANDACE TERESA BLACKBURN NOTARY PUBLIC MY COMMISSION EXPIRES 7-1-2021 STATE OF IDAHO COMMISSION NUMBER 65364

Kandace Teresa Blackburn
Notary Public

My Commission Expires: 7-01-2021

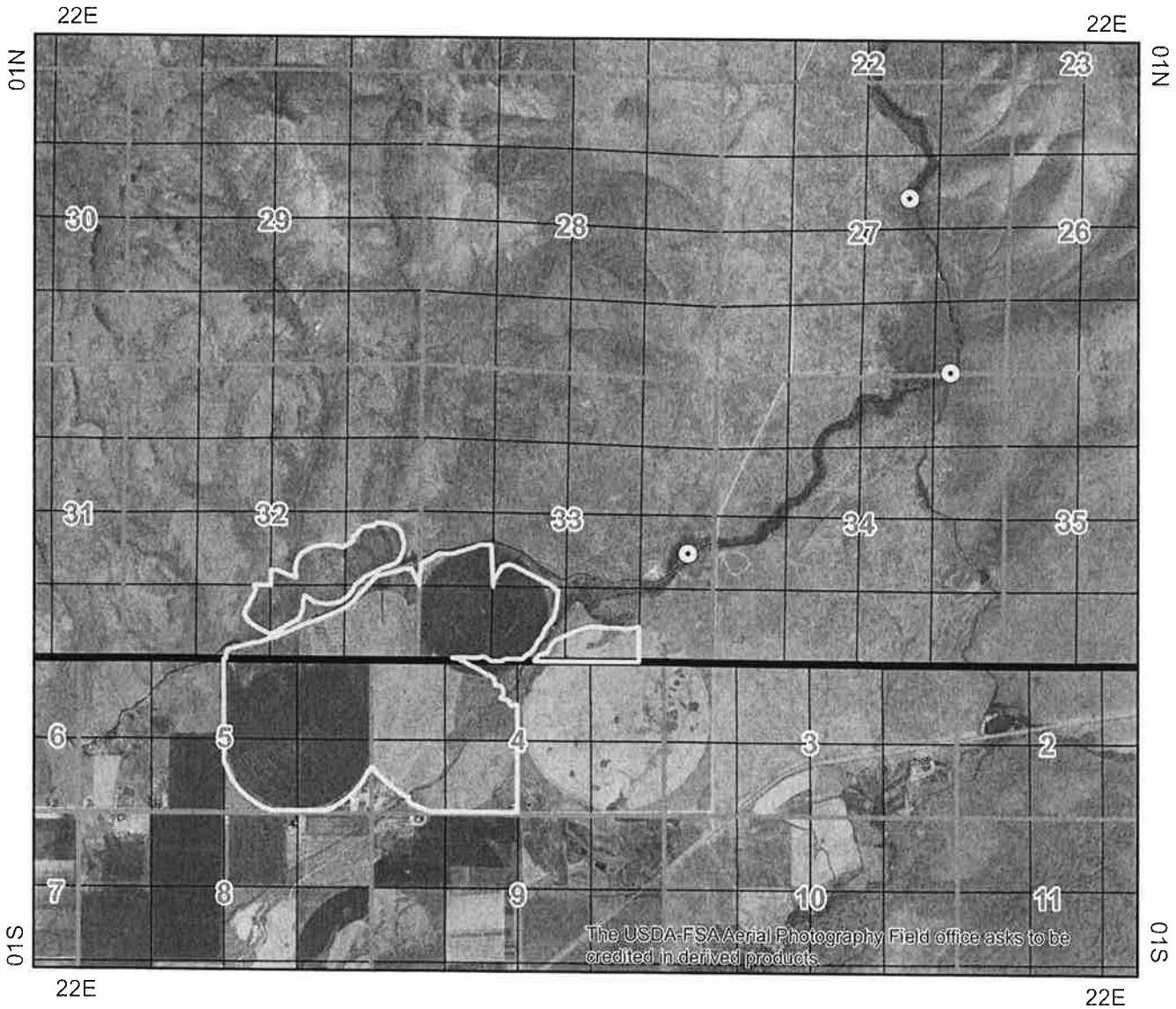
State of Idaho
Department of Water Resources

Water Right

37-734, -736, -754, -12021,
-12022, -12023,

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.375 0.75 1.5 Miles

N

Map produced on September 03, 2020

State of Idaho
Department of Water Resources

Water Right

37-12031

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.045 0.09 0.18 Miles

N

Map produced on September 03, 2020

State of Idaho
Department of Water Resources

Water Right

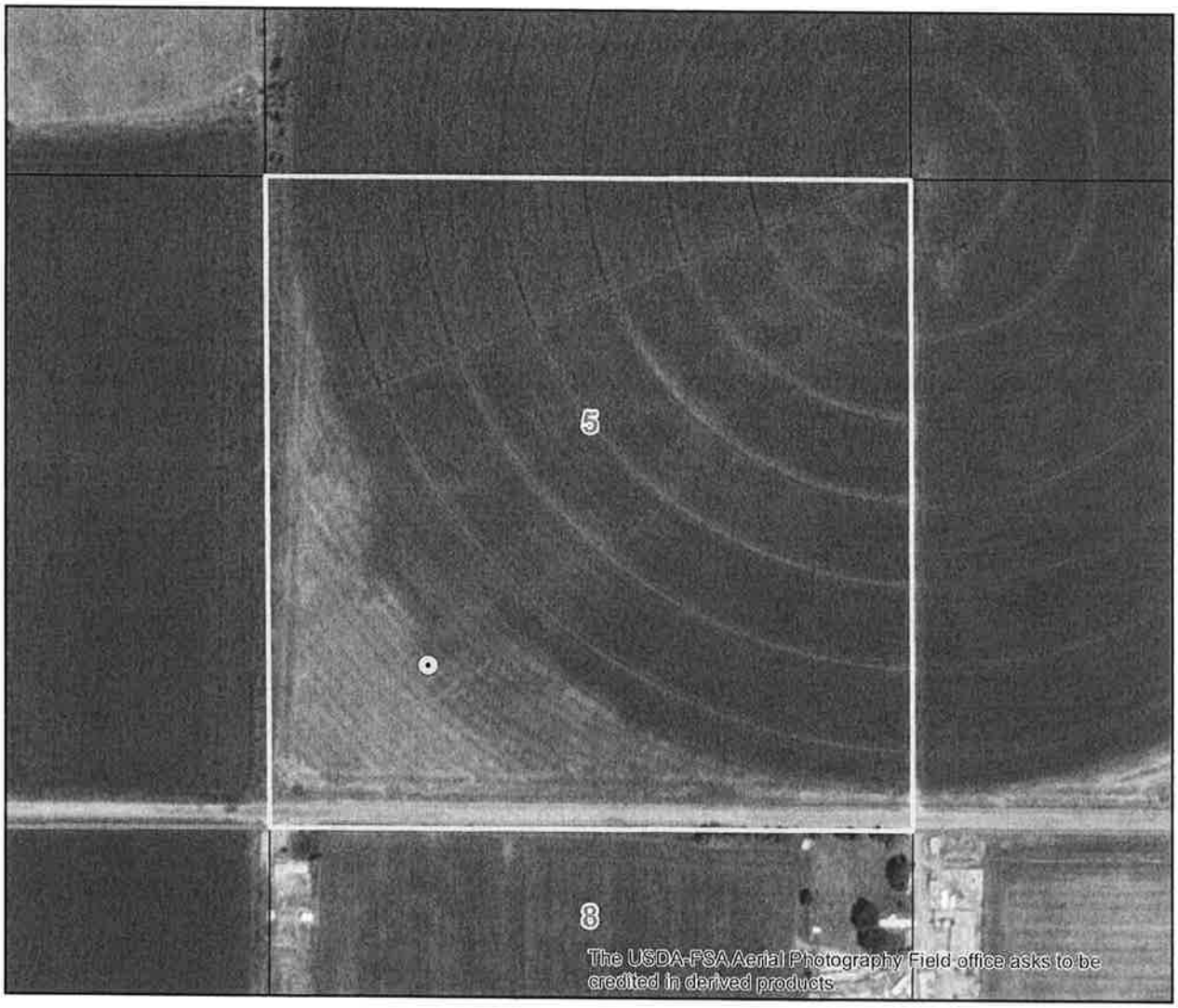
37-12032

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

22E

01S



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.045 0.09 0.18 Miles

N

Map produced on September 03, 2020

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

December 8, 2020

PARDUE CATTLE COMPANY OF IDAHO LLC
PO BOX 282
CAREY ID 83320-0282

Re: Change in Ownership for Water Right No(s): 37-734, 37-736, 37-754, 37-12021, 37-12022, & 37- 12023

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9909.

Sincerely,

Jim Bitzenburg
Senior Water Resource Agent

Enclosure(s)

CC: Chris Bromley, McHugh Bromley, PLLC; WD-37U

Bitzenburg, James

From: Chris Bromley <cbromley@mchughbromley.com>
Sent: Monday, December 07, 2020 10:07 AM
To: Bitzenburg, James
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change
Attachments: Pardu Quitclaim.pdf

Jim,

Not sure what happened there, for some reason I must have attached the one the draft that hadn't been executed. Attached is the executed version of the quitclaim deed. Please let me know if this doesn't come through.

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Friday, December 4, 2020 3:38 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Thanks, Chris-

If you could get a signed, notarized copy of the quitclaim to me, I can finish up the ownership changes on those six rights and I believe that will complete all of the Pardue ownership changes.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Friday, December 04, 2020 9:11 AM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Good Morning Jim,

Attached is a quitclaim deed for the Schaffer parcel.

Since there are a number of rights involved, would it be easier to have a phone call about how to finish these up, or do you have what you need?

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Tuesday, November 10, 2020 4:24 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Okay, thanks for the update.

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Tuesday, November 10, 2020 3:31 PM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Hey Jim,

Letting you know that Pardue Cattle Co. is working on seeing about a quitclaim from the Shaffers for the water on that 1-acre parcel. It sounds like it's possible, so if you wouldn't mind holding on a little bit longer, I'd appreciate it. That would be in regard to these water right numbers: 37-734, 37-736, 37-754, 37-12021, 37-12022, and 37-12023

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Friday, October 30, 2020 9:25 AM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Chris-

Thanks, I appreciate all of your help.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Friday, October 30, 2020 9:22 AM

To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Jim,

Thanks for your patience working through these with me. Ownership changes for large places of use aren't usually great to begin with, but these are more complicated than most that I've dealt with.

Attached is a quitclaim deed from TNC to get ownership fully changed for water right no. 37-7581. (I have a similar one from TNC to P&C that I'll send in a bit.)

Water right no. 37-722A isn't within the POU, that was my mistake, so that one can be dropped.

I'll find out about that 1-acre parcel. When I looked at the conveyance documents, the water wasn't reserved, so the way it stands right now, that parcel got water. I'll see if the client is able to get a quitclaim from the owner and get back with you.

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Tuesday, October 27, 2020 2:41 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Chris-

The quitclaim deeds do not have to be recorded, our guidance on that is based on Idaho Code 55-815.

The quitclaim deed from TNC to Pardue for that little 2.3 acre portion in the SESE of Section 4, T01S, R22E would allow us to complete the ownership change for right 37-7581.

Right 37-772A was included in the Notice, but we haven't gotten any conveyance documents to change that, and I wasn't sure that one was on Pardue ground, anyway? Have you gotten any word from them on that one?

The other issue we had was for the group of six rights- 37-734, 37-736, 37-754, 37-12021, 37-12022, and 37-12023. There was a one acre parcel (the Shaffer parcel) in the SESW of Section 4, T01S, R22E. We either need to get a quitclaim from the owner of that parcel quitclaiming any interest in the six rights to Pardue, or we'll need to split all six rights. I'm not sure if that is one of the quitclaims you are after. That was the one they were going to check the chain of deeds to see if the rights were withheld when that parcel was sold.

We are getting closer...

Thanks for all of your work on this.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office

Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Tuesday, October 27, 2020 1:19 PM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Jim,

I'm close to getting a quitclaim deed executed with TNC for both Pardue and P&C. Does it matter to IDWR if the quitclaim is recorded or unrecorded? It seems like the quitclaim is more for IDWR housekeeping purposes than anything else, so I'm thinking there's not a whole lot of benefit in recording.

If I provided unrecorded quitclaim deeds from TNC to Pardue and P&C will that allow you to move forward with the changes of ownership?

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Monday, October 5, 2020 2:02 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Chris-

No problem; thanks for your efforts.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Monday, October 05, 2020 11:58 AM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Jim,

I'm in the process of trying to get a quitclaim deed for Pardue from TNC. I've been in the process for quite some time trying to get a quitclaim deed from TNC for the P&C parcel. Hopefully I'll be able to get back with you in the not too distant future with quitclaims both for Pardue and P&C.

Thanks,

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Thursday, September 17, 2020 4:01 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Chris-

The changing of water right ownership is probably the most stressful thing I do here, so I feel your pain. Blaine County shows Larry B. Shaffer and Karla K. Shaffer as owners of the 1.0 acre parcel in SESW, Section 4, T01S, R22E. Their mailing address and the address of the property is: 529 Austin Rd., Carey, ID 83320. There is a domestic right (37-12349) on the parcel, with a 1970 priority date in the name of Peterson (apparently in need of an ownership change).

Concerning water right 37-7581, if they decide to split it and leave the 2.3 acre piece on the Nature Conservancy property, the part left up there would be 2.3 acres, 0.03 cfs, and 8.1 AF. I calculate that by: 2.3/460 x 5.1 cfs = 0.03 cfs, and for the volume, 2.3 x 3.5 (field headgate requirement for that area) = 8.1 AF. Let's say TNC (I give up, I'm tired of typing it out) quitclaims it to Pardue, it would be the minimum fee of $200.00 to transfer it to Pardue ground.

I have attached a couple of maps, and they are crude, because I throw them together as I follow the metes and bounds. Map #1 and #2 show, in purple cross-hatch, the POU for 37-11733, which is within the area of Parcel 2. Nearby is the 1.0 acre Shaffer parcel in bright pink, not inside the boundaries of Parcel 3. The POU for 37-772A is shown in white cross-hatch, and is not contained within any of the conveyed parcels. Maps 1 and 2 are the same, I left off the QQs from Map #1 to make it less confusing. I just don't see the property that right 37-772A sits on being conveyed here.

On Map #3, I have designated the POU of right 37-7581 in hot pink cross-hatch. You'll notice that the 2.3 acre problem doesn't show up in the shape, but it is on the decree; it was an apparent oversight that it didn't get a shape in that QQ. Right 37-7581 is contained within the bounds of Parcel 1 and Parcel 2, except for the 2.3 acre portion.

Hopefully this will help- I should have made better maps in the first place. If you see something you don't agree with, or if you think I have made a mistake anywhere, please don't hesitate to let me know.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

From: Chris Bromley [mailto:cbromley@mchughbromley.com]
Sent: Thursday, September 17, 2020 10:44 AM
To: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Subject: RE: Pardue Cattle Company of Idaho, LLC ownership change

Jim,

Thank you for working through these. When there's a metes and bounds legal description without reference to water right numbers, it can be difficult to sort through. Who is Blaine County showing as the contact for the 1-acre parcel in SESW, Section 4, T01S, R22E? The map says just says Shafer. I would like to get back with Pardue Cattle and see what they understand to be the case with that parcel. It might have just been a simple carve out for a house.

As for the TNC issue, when I emailed you on that question, it was in regard to P&C Irrigation Assn. If the 2.3 acres in the name of Whitby is left, would you reduce the diversion rate and/or volume for 37-7581? I'm just hoping to understand so I can explain to Pardue Cattle what the options are.

Regarding 37-772A, it's certainly possible that the sheriff's deed that is described in metes and bounds without water right numbers didn't include that right. Do you have a map that shows where that parcel is in relation to the parcels that go with 37-11733 and 37-7581? I take it that 37-11733 doesn't have any problems that you're seeing? Then the only issue with 37-7581 is just the 2.3 acres?

Thanks, Jim, I really appreciate the assistance.

Chris

From: Bitzenburg, James <James.Bitzenburg@idwr.idaho.gov>
Sent: Monday, September 14, 2020 3:20 PM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: Pardue Cattle Company of Idaho, LLC ownership change

Chris-

I received the Pardue Cattle Company of Idaho, LLC ownership change packet last week and went through the deeds and the accompanying legal descriptions on Friday and today. It looks like a good portion of the rights are covered in the two Special Warranty Deeds from 2011 and 2012 and can be conveyed to Pardue Cattle Company of Idaho, LLC. In Parcel 3 of the Special Warranty Deeds, it looks like almost everything conveyed quite well except for a one acre parcel located in the SESW of Section 4, T01S, R22E, which was not conveyed in the legal descriptions for Parcel 3 in the two special warranty deeds from 2011 and 2012 (see attached map). As you can see from the attached water right reports, a group of six rights are appurtenant to the entire 40 acres in that QQ. It's possible that when the one acre parcel was sold, the water rights were specifically withheld in that deed, so that might be worth checking. In that case, we could convey the six rights in their entirety. Another option would be for Pardue to pay $75.00 per right for the six rights, and split off the one acre parcel from the parent Pardue rights. The one acre split-off portion of the rights would remain in the name of W. D. Pardue until (and if) the owner of the one acre parcel filed an ownership change notice with IDWR. A third possibility would be for Pardue to attempt to have the owner of the one acre parcel sign a quitclaim deed specifically naming the six rights, and quitclaiming any interest in those rights to Pardue Cattle Company of Idaho, LLC. There may be more alternatives available- let me know if you see other possible options.

Concerning right 37-7581, in the name of Robert and Beverly Whitby, in our email exchange on the 29th and 30th of July, I mentioned that there is a 2.3 acre portion of that right that sits on Nature Conservancy property in the SESE of Section 4, T01S, R22E. In your email from September 3, you mentioned that you had sent a draft quitclaim deed to the Nature Conservancy, and I wasn't sure if that was in connection with the P & C Irrigation right 37-2740 only, or if you were also seeking a quitclaim from them for the 2.3 acre portion of right 37-7581? If we proceed with an ownership change for that right, as it is presently situated, we will need to split the right and leave the 2.3 acre portion in the name of the Whitbys on Nature Conservancy land, and it will require an additional $75.00 in fees to split the right. If you could obtain a quitclaim for the 2.3 acre portion of the right from the Nature Conservancy, you could then transfer that portion to Pardue property in the future. The water right report for 37-7581 is attached.

Finally, it appears to me that right 37-772A isn't conveyed in any of the documents, and the Blaine County Assessor's Parcel Information Map shows the underlying property to be in the name of Richard Whitby. I am wondering if right 37-772A possibly shouldn't be included in the ownership change. Let me know what you think.

At this point, I will hold processing of the ownership change for the six rights covering the one acre parcel (37-734, 37-736, 37-754, 37-12021, 37-12022, and 37-12023) until you and your client decide which direction to go. I will also hold

processing of right 37-7581 for the same reason; and without any conveyance documentation, I won't be able to proceed with processing the change in ownership for right 37-772A. I will proceed with processing ownership changes on the other seven rights in the ownership change packet.

Thanks, Chris, and feel free to call or email to discuss- my direct line is 208-293-9909.

Jim

Jim Bitzenburg
Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-736-3033
james.bitzenburg@idwr.idaho.gov

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 21, 2020

PARDUE CATTLE COMPANY OF IDAHO LLC
PO BOX 282
CAREY ID 83320-0282

Re: Change in Ownership for Water Right No(s): 37-11733, 37-12031, and 37-12032

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

We will delay processing of ownership changes for rights 37-772A, 37-7581, 37-734, 37-736, 37-754, 37-12021, 37-12022, and 37-12023 until we receive further information which will allow us to complete the processing of those changes. I have been in contact with your attorney, Chris Bromley, and will wait for communication from him.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9909.

Sincerely,

Jim Bitzenburg
Senior Water Resource Agent

Enclosure(s)

CC: Chris M. Bromley, McHugh Bromley, PLLC

McHUGH BROMLEY
ATTORNEYS AT LAW, PLLC

Candice M. McHugh
cmchugh@mchughbromley.com

380 S. 4th Street, Ste. 103
Boise, Idaho 83702
(208) 287-0991

Chris M. Bromley
cbromley@mchughbromley.com

RECEIVED
SEP 09 2020
DEPT OF WATER RESOURCES
SOUTHERN REGION

September 8, 2020

Jim Bitzenburg
Denise Maline
IDWR Southern Region
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

Re: Change in Water Right Ownership 37-734, -736, -754, -12021, -12022, -12023, -12031, -12032 (W.D. Pardue); 37-722A, -11733, -7581 (Robert and Beverly Whitby); 37-751, -757, -768A, -769A (Pardue Cattle Company LLC)

Dear Denise and Jim:

Please find enclosed three (3) *Notice of Change in Water Right Ownership* forms to change ownership of the above-referenced water rights into the name of Pardue Cattle Company of Idaho LLC. After discussion of the forms, I will explain how ownership has since been conveyed from Pardue Cattle Company, LLC to Pardue Cattle Company of Idaho, LLC. Enclosed is a check in the amount of $375 for the filing fees associated with these fifteen (15) water rights.

W.D. Pardue Rights

The first *Notice of Change in Water Right Ownership* relates to water right nos. 37-734, -736, -754, -12021, -12022, -12023, -12031, and -12032. Ownership of these water rights should be changed from W.D. Pardue to Pardue Cattle Company of Idaho LLC. The deeds chaining title of these water rights are attached with the form. On June 5, 2000, W.D. and Alma Pardue recorded a *Correction Warranty Deed* in Blaine County to convey the land and associated water rights to Pardue Land Company, Ltd. On August 30, 2002, a *Warranty Deed* was recorded in Blaine County to convey the land and associated water rights from Pardue Land Company, Ltd. to Pardue Cattle Company, LLC. Two additional acres were acquired by Pardue Cattle Company, LLC through an *Idaho Quitclaim Deed* from the Blaine County School District #61, recorded in Blaine County on June 20, 2018. On November 1, 2018, a *Quit Claim Deed Correction* was recorded in Blaine County for this property in the name of Pardue Cattle Company of Idaho, LLC.

Whitby Rights

The second *Notice of Change in Water Right Ownership* relates to water right nos. 37-722A, -11733, and -7581. Documents chaining title of these water rights are attached with the form. Ownership of these water rights should be changed from Robert and Beverly Whitby to Pardue Cattle Company of Idaho, LLC. On May 25, 2000, a *Sheriff's Deed* was recorded in Blaine County in which Pardue Land Company, Ltd. obtained the redemption rights of William L. Laidlaw and

Judith E. Laidlaw, successors-in-interest to Robert and Beverly Whitby. On October 2, 2002, a *Warranty Deed* was recorded in Blaine County to convey the land and associated water rights from Pardue Land Company, Ltd. to Pardue Cattle Company, LLC. Also attached are two letters from the Blaine County Assessor explaining ownership of the parcels that make up this property. In a March 31, 2000 letter, the Assessor recognized the *Sheriff's Deed* and explained a problem with old taxlots, so even though there was a deed from Whitbys to Laidlaws "years ago" the parcels continue to show ownership in Whitby. On October 9, 2002, the Assessor noted that with the October 2, 2002 *Warranty Deed*, the Assessor was able to change the "tax rolls to Pardue Cattle Company, LLC . . . ." If it would be helpful, I can send you a 2010 survey from Desert West Land Surveys, LLC surveying these properties.

Pardue Cattle Company LLC Rights

The third *Notice of Change in Water Right Ownership* relates to water right nos. 37-751, -757, -768A, and -769A. On September 29, 2006, these water rights were partially decreed in the Snake River Basin Adjudication to Pardue Cattle Company, LLC.

Pardue Cattle Company of Idaho LLC Ownership

Ownership of all of above-referenced water rights, which are established above in Pardue Cattle Company, LLC, should be unified in the name of Pardue Cattle Company of Idaho, LLC. On November 7, 2011, a *Special Warranty Deed* was executed to convey all of the land and associated water rights from Pardue Land Company, LLC to Pardue Cattle Company of Idaho, LLC. The *Special Warranty Deed* was recorded in Blaine County on September 20, 2012. A *Special Warranty Deed* was recorded in Blaine County on October 12, 2012 to convey all land and associated water rights from Pardue Land Company, Ltd. to Pardue Cattle Company of Idaho, LLC. These deeds are attached to the third *Notice of Change in Water Right Ownership*, along with the following documents.

As shown in the records of the Idaho Secretary of State, Randal W. Pardue is authorized to sign the *Notice of Change in Water Right Ownership* forms on behalf of Pardue Cattle Company of Idaho, LLC.

To the extent they may be needed, I am also enclosing *Letters Testamentary* from the State of Texas, County of Hunt, dated December 20, 2016, naming Randal Wayne Pardue as independent executor of the estate of William Donald Pardue.

Please do not hesitate to let me know if you have any questions about changing ownership of these rights to Pardue Cattle Company of Idaho, LLC.

Sincerely,

CHRIS M. BROMLEY

Encls.