

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 29 2016

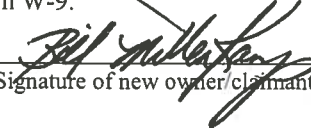
DEPARTMENT OF
WATER RESOURCES

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?
10 43-10394	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

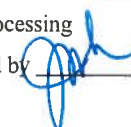
2. Previous Owner's Name: M & H Farms
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): East Valley Cattle, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 471 North 300 West Jerome ID 83338
Mailing address City State ZIP
- 208 324-2350 bill@millenkamp.com
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: February 24, 2006
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.
 - ☐ 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:  Member/Manager Jan 22, 2016
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Member/Manager _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Strange Date 1-29-2016 Receipt No. C101475 Receipt Amt. 25.00

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  Date 2-18-16

306862 WARRANTY DEED

④
#40622.2

For Value Received

M & H FARMS, a general partnership consisting of Jack Hunsaker, Robert Hunsaker and Robert Moss

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

East Valley Cattle, LLC, an Idaho Limited Liability Company
Address: **P.O. Box 587**
Jerome, ID 83338

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

PARCEL NO. 1:

**TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 27: **SW $\frac{1}{4}$**

PARCEL NO. 2:

**TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 35: **S $\frac{1}{2}$ EXCEPTING THEREFROM the following described parcel of land:**

Beginning at the Northwest corner of the SW $\frac{1}{4}$ of said Section 35;
Thence running East along the centerline of said Section 35 to the Northeast corner of the SE $\frac{1}{4}$ thereof;
Thence South along the East boundary line of said Section 35 a distance of 24 feet;
Thence West on a line parallel with and 24 feet South of the centerline of said Section 35 to the West boundary line thereof;
Thence North along said West boundary line of said Section 35 for 24 feet to the Point of Beginning.

PARCEL NO. 3:

**TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 2: **N $\frac{1}{2}$**

Section 3: **N $\frac{1}{2}$**

306862
CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN
RECORDER
FEE 218
DIPUTY *AB*
2000 FEB 24 PM 4 19
RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

Warranty Deed Page 1

SCANNED

PARCEL NO. 4:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: NE¼ (Lots 1 and 2 and the S½NE¼)

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: The North 24 feet of the S¼ of said Section 35, more particularly described as follows:

Beginning at the Northwest corner of the SW¼ of said Section 35;
Thence East along the centerline of the said section to the Northeast corner of the SE¼ thereof;
Thence South along the East boundary line of said Section 35 a distance of 24 feet;
Thence West on a line parallel with and 24 feet South of the centerline of said section to the West
boundary line of said section;
Thence North 24 feet to the Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: ALL

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of Water Resources Water Right Nos. 43-13383, 43-13385, 43-13387, 43-13389, 43-13391, 43-13393, 43-13395, 43-13397, 43-13399, 43-13401, 43-13403 and 43-13405.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years.

Reservations contained in Warranty Deed from Ben B. Johnson and Dorothy A. Johnson, husband and wife, to Ferris H. Allen and Quentin Allen, recorded November 6, 1952 as Instrument No. 177114 in Book 56 of Deeds, Page 617, records of Cassia County, Idaho, reserving one-half of all mineral, gas and oil rights unto Ben B. Johnson and Dorothy A. Johnson, husband and wife.

Reservation disclosed by Warranty Deed executed by William Roper and Tressa M. Roper, husband and wife to Nellie M. Parr, a widow, dated December ____, 1960 and recorded December 7, 1960 as Instrument No. 209092 in Book 62 of Deeds, records of Cassia County, Idaho, which reads as follows: "excepting and reserving unto the Grantors and their successors in interest the right to the use of said premises as a right-of-way for ingress and egress to and from the remainder of the Southeast Quarter (SE¼) of Section 35, Township 11 South, Range 27 East."

Easement executed by Roper Investment Company, an Idaho Corporation and William Roper and Tressa Roper, husband and wife to Raft River Highway District, a Quasi Municipal Corporation of the State of Idaho, its successors and assigns, dated September 3, 1959 and recorded June 19, 1964 as Instrument No. 19179 on Film No. 28, records of Cassia County, Idaho.

Reservation contained in Warranty Deed from Mrs. Mable Pearce, a widow, to Nellie Parr, a widow, dated January 23, 1961, and recorded March 8, 1961, as Instrument No. 572, on Film No. 3, records of Cassia County, Idaho, which reads as follows: "EXCEPTING AND RESERVING unto the Grantor five percent (5%) of all hydrocarbon or other minerals upon or under the said land with the right to enter into and upon the same and so much of the surface thereof as shall be required for the development and removal of any such minerals so reserved, provided that the remainder of the said land shall be protected by the Grantor herein from damage and injury." (Covers the SW¼ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.)

Billboard and building restrictions and limited access contained in Warranty Deed from Taylor Land Co., a corporation, to the State of Idaho, dated December 21, 1961 and recorded January 26, 1962 as Instrument No. 5023 on Film No. 11, records of Cassia County, Idaho.

Reservation disclosed by Warranty Deed executed by William Roper and Tressa M. Roper, husband and wife to Nellie M. Parr, a widow, dated December ____, 1960 and recorded December 7, 1960 as Instrument No. 209092 in Book 62 of Deeds, records of Cassia County, Idaho, which reads as follows: "excepting and reserving unto the Grantors and their successors in interest the right to the use of said premises as a right-of-way for ingress and egress to and from the remainder of the Southeast Quarter (SE¼) of Section 35, Township 11 South, Range 27 East."

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Billboard and building restrictions and limited access contained in Warranty Deed from Taylor Land Co., a corporation, to the State of Idaho, dated December 21, 1961 and recorded January 26, 1962 as Instrument No. 5023 on Film No. 11, records of Cassia County, Idaho.

Easement and Right of Way Contract from Taylor Land Company, to Intermountain Gas Company, dated February 24, 1968, and recorded March 20, 1968, as Instrument No. 39549 on Film No. 54, records of Cassia County, Idaho, over and across the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, Township 12 South, Range 27 East of the Boise Meridian. The pipeline will be located 20 feet East of the West boundary of Section 3.

Agreement of Easement between Parr Brothers, Inc., an Idaho corporation, as Grantor, and Charles W. Parr, whose wife's name is Viola Parr, Clarence Alan Parr, whose wife's name is Melba Parr, and J. Melvin Parr, whose wife's name is Barbara Parr, as Grantee, dated March 1, 1976, and recorded March 24, 1976, as Instrument No. 89296 on Film No. 100, records of Cassia County, Idaho, for the purpose of maintaining the present ditches or a portion of ditches now existing on the Northeast corner of the NE $\frac{1}{4}$ of Section 34, and the Northeast corner of the SW $\frac{1}{4}$ of Section 27, All in Township 11 South, Range 27 East of the Boise Meridian.

Exception contained in Warranty Deed from Adelle Toevs Brim, a married woman, as her sole and separate property, to Deloss C. Stoker and Delores B. Stoker, husband and wife, dated February 1, 1974 and recorded March 17, 1978 as Instrument No. 105877 on Film No. 115, records of Cassia County, Idaho, which reads as follows: "EXCEPTION: Reserving to the Grantor one-half of all gas, oil, mineral and geothermal rights."

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169807 on Film No. 173, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller, and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169808 on Film No. 173, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169811 on Film No. 173, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169812 on Film No. 173, records of Cassia County, Idaho, covering the N $\frac{1}{2}$ of Section 2, Township 12 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., the Seller, and Golden View - Deloss Stoker, as Consumer, dated April 29, 1986 and recorded June 13, 1986 as Instrument No. 179079 on Film No. 181, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 4, Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta the Seller, and Child Investment Company, LTD as Consumer, dated April 20, 1993 and recorded May 11, 1993 as Instrument No. 224483 on Film No. 244, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ of Section 27, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as Seller and Child Investment Co. % Robert Moss, as Consumer, dated March 9, 1994 and recorded April 15, 1994 as Instrument No. 230295 on Film No. 254, records of Cassia County, Idaho, covering SE¼ of Section 35, Township 11 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as Seller and Child Investment Co. % Robert Moss, as Consumer, dated March 8, 1994 and recorded April 15, 1994 as Instrument No. 230296 on Film No. 254, records of Cassia County, Idaho, covering NE¼ of Section 4, Township 12 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243519 on Film No. 278, records of Cassia County, Idaho, covering the SW¼ of Section 27 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243520 on Film No. 278, records of Cassia County, Idaho, covering the N¼ of Section 2 Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243521 on Film No. 278, records of Cassia County, Idaho, covering the SW¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243522 on Film No. 278, records of Cassia County, Idaho, covering the NE¼SW¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243523 on Film No. 278, records of Cassia County, Idaho, covering the N¼ of Section 2 Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243525 on Film No. 278, records of Cassia County, Idaho, covering the SE¼ of Section 35 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243529 on Film No. 278, records of Cassia County, Idaho, covering the SE¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Consumer, dated September 1, 1998 and recorded September 10, 1998 as Instrument No. 257766 on Film No. 303, records of Cassia County, Idaho, covering the NW¼SE¼ of Section 35 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Consumer, dated July 7, 1999 and recorded July 21, 1999 as Instrument No. 264046, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 22, 2006

M & H FARMS, a general partnership

BY: [Signature]

Jack Hunsaker

BY: [Signature]

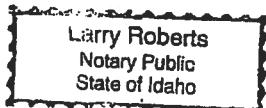
Robert Hunsaker

BY: [Signature]

Robert Moss

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 22 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Hunsaker, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



[Signature]
Notary Public
Residing at: Burley, ID
My Commission expires: 6.30.09.

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 20 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Hunsaker, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

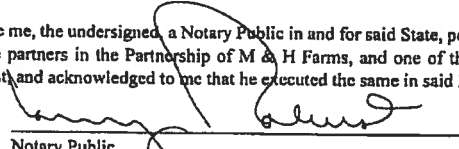
[Signature]
Notary Public
Residing at: 13601 N. 19
My Commission expires:



STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 22nd day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Moss, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Larry Roberts
Notary Public
State of Idaho


Notary Public
Residing at: Burley, ID
My Commission expires: 6.30.09

State of Idaho
Department of Water Resources

Water Right
43-10394

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





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

February 18, 2016

EAST VALLEY CATTLE LLC
471 N 300 W
JEROME ID 83338

Re: Change of Ownership for Water Right/Permit No(s): 43-10394, 43-13296, 43-13298, 43-13302, 43-13304 and 43-13306

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Givens Purlsey