

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 30 2013

JAN 02 2014

Notice of Change in Water Right Ownership

DEPT. OF WATER RESOURCES
SOUTHERN REGIONDepartment of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
73-2B OK	Yes ☐	73-140 OK	Yes ☐	73-2153 OK	Yes ☐
73-7A OK	Yes ☐	73-2164 OK	Yes ☐	* 73-10046 OK	Yes ☒
73-7B OK	Yes ☐	73-7000 OK	Yes ☐	73-10053 OK	Yes ☐
73-8B OK	Yes ☐	73-7124 OK	Yes ☐	73-10052 OK	Yes ☐
73-113 OK	Yes ☐	73-2141 OK	Yes ☐		Yes ☐

* 73-10046 Split into 73-10046 + 73-12251

2. Previous Owner's Name: Big Creek Ranch, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): D & J Holdings, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 26228 Hwy 93, P.O. Box 65 Ellis ID 83253
Mailing address City State ZIP
(208) 833-4450 seed@custertel.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur? Split per Agreement 10/1/2012
☒ 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: 12/23/13
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: [Signature] Manager/Member 12/23/13
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] Member 12/23/13
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

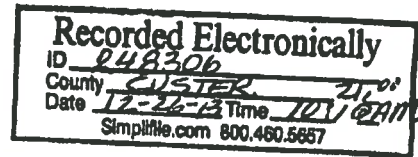
Received by C. SKINNER Date 12/30/13 Receipt No. 5033731 Receipt Amt. \$425.00
Approved by [Signature] Processed by [Signature] Date 1/2/2013

SUPPORT DATA

IN FILE # 73-2B



Order No. 213089 / AMT #KE0070293



WARRANTY DEED

For Value Received,

Big Creek Ranch, LLC., an Idaho Limited Liability Company

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

D & J Holdings, LLC, an Idaho limited liability company

GRANTEE(s), whose address is: **26228 Hwy 93 P.O. Box 65, Ellis, ID 83253**

the following described real property, to-wit:

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

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

DATED this 20 day of December, 2013.

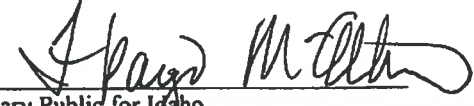
Big Creek Ranch, LLC., an Idaho Limited Liability Company

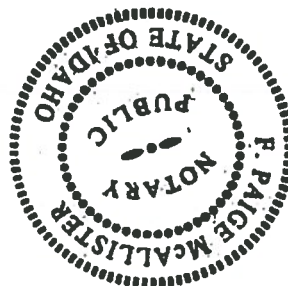
BY: 
Michael E. Page, Managing Member

STATE OF IDAHO)
)ss
COUNTY OF Blaine)

On this 20th day of December, 2013, before me, F. Paige McAllister, the undersigned Notary Public in and for said State, personally appeared Michael E. Page, as the Managing Member of Big Creek Ranch, LLC., an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

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


Notary Public for Idaho
Residing at: Ketchum, Idaho
Commission Expires: 1/31/19



LEGAL DESCRIPTION

"EXHIBIT A"

A parcel of land located in the E½, Section 13, T. 14 N., R. 21 E., Section 18, T. 14 N., R. 22 E. Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NW Corner of said Section 18 from which the N¼ of said Section 13 bears S 89°58'40" W 2640.96 ft., the Basis Of Bearing of this description, run thence S 00°11'09" E along the westerly boundary of said Section 18 a distance of 5290.96 ft. to the SW Corner of said Section 18 and the POINT OF BEGINNING;

Thence N 89°58'33" W along the southerly boundary of said Section 13 a distance of 2641.76 ft. to the S¼ Corner of said Section 13;

Thence N 00°10'39" W along the westerly boundary of the E½ of said section a distance of 5149.48 ft. to a point on the centerline of Custer Road;

Thence the following courses along said centerline:

346.90 ft. along a curve to the left having a chord of S 51°01'41" E 343.15 ft., a delta of 29°13'44" and a radius of 680.00 ft.; S 65°38'33" E 1044.59 ft.; 613.23 ft. along a curve to the right having a chord of S 61°57'48" E 612.81 ft., a delta of 07°21'30" and radius of 4775.00 ft.; S 58°17'03" E 4180.24 ft. to a point on the centerline of the west fork of Hooper Lane;

Thence the following courses along said centerline;

S 73°44'34"E 197.15 ft.; 354.56 ft. along a curve to the left having a chord of N 84°31'42"W 352.75 ft., a delta of 20°01'41" and a radius of 1014.31 ft.; 338.42 ft. along a curve to the left having a chord of N 68°33'21"E 335.50 ft., a delta of 26°07'59" and a radius of 741.98 ft.; 286.12 ft. along a curve to the left having a chord of

N 50°38'12"E 285.23 ft., a delta of 15°40'42" and a radius of 1045.61 ft.; 255.87 ft. along a curve to the left having a chord of N 27°01'58"E 253.49 ft., a delta of 27°05'35" and a radius of 541.11 ft.; N 11°50'56"E 165.45 ft. to a point on the boundary of the W¼SE¼ of said section 18;

Thence S 00°02'42" W along said boundary a distance of 2612.97 ft. to a point on the southerly boundary of said Section 18;

Thence S 89°53'05" W along said boundary a distance of 3877.92 ft. to the POINT OF BEGINNING.

SUBJECT TO: A 20 ft. wide pipeline and access easement for the placement and maintenance of a irrigation pipeline and intake structures, 10 ft. either side of the following described centerline, located

in the E½, Section 13, T. 14 N., R. 21 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 13 from which the N¼ of said Section 13 bears S 89°58'40" W 2640.96 ft., the Basis Of Bearing of this description, run thence S 62°59'51" W a distance of 1668.81 ft. to a point on the centerline of Custer Road and the POINT OF BEGINNING;

Thence S 27°01'57" W a distance of 2191.71 ft.;

Thence S 13°03'51" W a distance of 582 ft. (more or less) to Sulphur Creek and the POINT OF TERMINUS.

The east half; the east half northwest quarter; east half southwest quarter and the east half southwest quarter southwest quarter and west half southwest quarter southwest quarter Section 24, Township 14 North, Range 21 East, Boise Meridian, Custer County, Idaho.

The northeast quarter northwest quarter and the northwest quarter northeast quarter and the east half northwest quarter northwest quarter and the west half northwest quarter northwest quarter, Section 25, Township 14 North, Range 21 East, Boise Meridian, Custer County, Idaho.

Government Lots 1, 2, and 3, the east half northwest quarter and the west half northeast quarter, Section 19, T. 14 N., R. 22 E., Boise meridian, Custer County, Idaho.

Idaho Department of Water Resources Receipt

Receipt ID: S033731

Payment Amount \$425.00 Date Received 12/30/2013 4:21 PM Region SOUTHERN

Payment Type Check Check Number 0011551

Payer Amerititle

Comments ownership change for rights 73-2B, 73-7A, 73-7B, 73-8B, 73-113, 73-140, 73-2164, 73-7000, 73-7124, 73-2141, 73-2153, 73-10046, 73-10053, and 73-10052

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$425.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

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OCT 01 2014

Department of Water Resources
Eastern Region

AGREEMENT REGARDING SPLIT OF WATER RIGHT

The undersigned, D & J Holdings LLC, an Idaho limited liability company, P.O. Box 65, Ellis, Idaho 83253, and Roy M. Hoffman Jr., 12631 Custer Road, May, Idaho 83253, hereby agree that Water Right No. 73-10046 shall be split as follows:

D & J Holdings LLC	.0182 cfs
Roy M. Hoffman Jr.	.0018 cfs

DATED this 22 day of ~~August~~^{Sept}, 2014.

D & J Holdings LLC, an
Idaho limited liability company

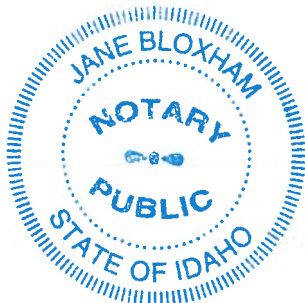
By:

Doug J. Parkinson
Doug J. Parkinson, Manager

Roy M. Hoffman Jr.
Roy M. Hoffman Jr.

STATE OF IDAHO)
 :SS
County of Custer)

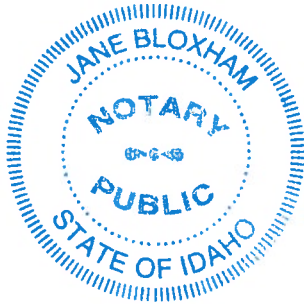
On this 22 day of ~~August~~^{Sept}, in the year 2014, before me, Jane Bloxham, a Notary Public in and for said State, personally appeared Doug J. Parkinson, known or identified to me (or proved to me on the oath of Driver's License), to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of such limited liability company, and acknowledged to me that such limited liability company executed the same.



Jane Bloxham
Notary Public for Idaho
Residing at: Challis, ID
My Commission Expires: 1-26-16

STATE OF IDAHO)
 :SS
County of Custer)

On this 22 day of ~~August~~^{Sept}, in the year 2014, before me,
Jane Bloxham, a Notary Public in and for said State, personally appeared Roy
M. Hoffman Jr., known or identified to me (or proved to me on the oath of
Driver's License), to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Jane Bloxham
Notary Public for Idaho
Residing at: Challis, ID
My Commission Expires: 1-26-16