

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR 8250
RECEIVED
OCT 10 2013
Department 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?
34-111 OK	Yes ☐	34-2322 OK	Yes ☐		Yes ☐
34-112 OK	Yes ☐	34-2378 OK	Yes ☐		Yes ☐
34-266 OK	Yes ☐	34-10337 OK	Yes ☐		Yes ☐
34-657A OK	Yes ☐	34-10496 OK	Yes ☐		Yes ☐
34-658 OK	Yes ☐	34-113 OK	Yes ☐		Yes ☐

2. Previous Owner's Name: Pioneer Mountains Ranch LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Bell-Smith LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|------------------|-----------|--------------|
| <u>PO BOX 830</u> | <u>Blackfoot</u> | <u>ID</u> | <u>83221</u> |
| Mailing address | City | State | ZIP |
| <u>208 785-0500</u> | | | |
| 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: 11/1/13

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] owner/sole member 10/4/13
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by [Signature] Date 10/10/2013 Receipt No. E039205 Receipt Amt. \$250.-
Approved by [Signature] Processed by [Signature] Date 11/6/2013 **SUPPORT DATA**

IN FILE # 34-111

EXHIBIT "A"

PARCEL NO(S): RP 05N25E024850 A, RP 05N25E110140 A, RP 05N25E020600 A,
RP 06N25E351250 A

PARCEL A:

Township 5 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 2: SE1/4 and the NE1/4SW1/4 lying South and East of Antelope Creek and in Butte County, Idaho.

Section 11: NE1/4 and the E1/2NW1/4 lying south and East of Antelope Creek and in Butte County, Idaho;
sometimes designated as Tax #286.

PARCEL B:

Township 5 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 2: All that portion of the W1/2NE1/4 and the E1/2NW1/4 lying East of Antelope Creek and in Butte County;
sometimes designated as Tax #285.

PARCEL C:

Township 6 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 35: NE1/4; N12SE1/4, EXCEPTING those portions lying within Custer County.

TOGETHER WITH the following water rights registered with the State of Idaho Department of Water Resources: Water Right Number(s): 34-872A, 34-10729, 34-13567, 34-116A, 34-2321, 34-7015, 34-10763, 34-10765, 34-10767, 34-13568, 34-111, 34-112, 34-113, 34-266, 34-657A, 34-658, 34-2322, 34-2378, and 34-10496

ALSO TOGETHER with 22,655 INCHES of storage water rights in the MACKAY RESERVOIR, as administered and delivered through the BIG LOST RIVER IRRIGATION DISTRICT.

ALSO TOGETHER with all U.S. Bureau of Land Management grazing privileges within the JUDD BROWN CANYON allotment(s).

AT 152866

RECEIVED

OCT 16 2013

Department of Water Resources
Eastern Region

246485

Custer County Recd of

Alliance TitleTime 1:25 P M Date 11-1 2012

Barbara C. Tierney, Clerk

Barbara C Tierney 25⁰⁰
Deputy

WARRANTY DEED

THIS INDENTURE is made this 31st day of October 2012, by CONTRARY LIMITED PARTNERSHIP, a Colorado limited partnership, the "Grantor," and BELL-SMITH LLC, an Idaho limited liability company, whose mailing address is P. O. Box 596, Blackfoot, ID 83221, the "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Custer, State of Idaho, to-wit:

Tract E:

Township 5 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 2: Lot 3 (Northeast Quarter of the Northwest Quarter), Lot 4 (Northwest Quarter of the Northwest Quarter), and Southwest Quarter of the Northwest Quarter; that portion of Lot 2 (Northwest Quarter of the Northeast Quarter) lying West of Antelope Creek in Custer County; and that portion of Southeast Quarter of the Northwest Quarter West of Antelope Creek, in Custer County.

Section 16: Northeast Quarter, Northeast Quarter of the Northwest Quarter, South Half of the Northwest Quarter, and Northwest Quarter of the Northwest Quarter

Tract F:

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 25: That part of the South 775 feet of the Southwest Quarter of the Southwest Quarter lying West of the Big Lost River Irrigation Canal right-of-way.

Section 26: Southwest Quarter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Southeast Quarter, EXCEPTING FROM said Southeast Quarter of the Southeast Quarter the following described tract:

246485

Commencing at the Northeast corner of Section 35 and running thence due North 775 feet along the East-West common boundary line of Sections 25 and 26 to the real point of beginning; thence West 178 feet; thence North 120 feet; thence West 320 feet; thence North 425 feet; thence East 498 feet along the North boundary line of said Southeast Quarter of the Southeast Quarter; thence South 545 feet along the East-West boundary of Sections 25 and 26 to the real point of beginning.

Section 34: Lot 1 (Northeast Quarter of the Northeast Quarter), Lot 2 (Southeast Quarter of the Northeast Quarter), West Half of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, Lot 3 (Northeast Quarter of the Southeast Quarter), Lot 4 (Southeast Quarter of the Southeast Quarter), Northwest Quarter of the Southeast Quarter, Northeast Quarter of the Southwest Quarter.

Section 35: West Half; Northwest Quarter of the Northeast Quarter; and those portions of the East Half of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter of the Southeast Quarter lying in Custer County.

Section 36: North Half of the Northwest Quarter lying West of the Big Lost River Canal, lying within Custer County.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

FURTHER, such property is specifically conveyed subject to the following matters:

1. Levies and assessments of the Big Lost River Irrigation District, and the rights, powers and easements of said district as by law provided.
2. Right of the public in and to that portion of the premises lying within the right-of-way of public roads and highways
3. Agreement and the terms and conditions contained therein Between: Lost River Electric Cooperative, Inc.

246485

And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198895

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216045.

4. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198896

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216050.

5. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198897

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216051.

6. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198898

Assumption of Agreement for Electric Service recorded July
6, 1998 as Instrument No. 216052.

246485

7. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198899

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216053.

Amendment to Agreement for Electric Service Recorded November
22, 1999 as Instrument No. 219953.

8. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: September 1, 1993
Instrument No.: 204839

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216049.

Amendment to Agreement for Electric Service Recorded November
22, 1999 as Instrument No. 219953.

9. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: August 22, 1994
Instrument No.: 207175

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216054.

10. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.

246485

And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: August 22, 1994
Instrument No.: 207176

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216055.

11. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Alison Madhavi Bradford
Purpose: Electric Service
Recorded: January 2, 2003
Instrument No.: 226221
12. Any question of location, boundary or area related to the Antelope Creek aka Grouse Creek and the Big Lost River Irrigation Canal, including, but not limited to, any past or future changes in it.
13. Any difference in the mean high water line of the Antelope Creek aka Grouse Creek and the Big Lost River Irrigation Canal and the meander line as shown by government survey.
14. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the land covered by water.
15. Right-of-way for the Big Lost River Irrigation Canal and the rights of access thereto for maintenance of said canal.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against

5 - WARRANTY DEED

246485

every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

CONTRARY RANCH LIMITED
PARTNERSHIP

By: COUNTY DIVIDE RANCH, LLC
its general partner

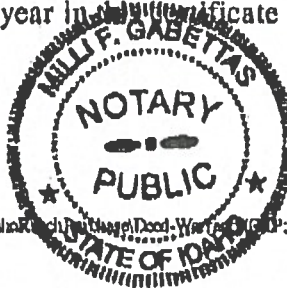
By: Alison Madhavi Bradford
Alison Madhavi Bradford, Manager

STATE OF IDAHO)
) ss.
County of Bonneville

On the 31st day of October, 2012, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Alison Madhavi Bradford, known or identified to me to be the manager of COUNTY DIVIDE RANCH, LLC, an Idaho limited liability company, known or identified to me to be the general partner of Contrary Limited Partnership, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that County Divide Ranch, LLC executed the same in said partnership name as general partner of said partnership.

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

(seal)



Millie F. Gabettas
Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

S:\MFI\SEM-Clients\7776\idaho\Notary Public\Warranty Deed-Warranty Deed-Contrary County-Erh; Aug 2012).wpd

Residing in Idaho Falls, Idaho
Commission Expires 3/19/2016

6 - WARRANTY DEED

Received Time Oct.14. 4:24PM

AT152866

246486

Custer County Rec. of

Alliance Title

Time 1:25 PM Date 11-1, 2012

Barbara C. Tierney, Clerk

Barbara C. Tierney 22⁰⁰
Deputy

WARRANTY DEED

THIS INDENTURE is made this 31st day of ~~September~~ ^{October}, 2012, by PIONEER MOUNTAINS RANCH, LLC, an Idaho limited liability company, the "Grantor," and BELL-SMITH LLC, an Idaho limited liability company, whose mailing address is P. O. Box 596, Blackfoot, ID 83221, the "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Custer, State of Idaho, to-wit:

PARCEL 1:

Township 5 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 2: Southeast Quarter of the Southwest Quarter, and all that part of the Northeast Quarter of the Southwest Quarter and all of the Southwest Quarter of the Southeast Quarter lying North and West of Antelope Creek, also known as Grouse Creek.

Section 11: All that part of the East Half of the Northwest Quarter and of the Southwest Quarter lying North and West of Antelope Creek, also known as Grouse Creek.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

FURTHER, such property is specifically conveyed subject to the following matters:

1. Levies and assessments of the Big Lost River Irrigation District, and the rights, powers and easements of said district as by law provided.

246486

2. Right of the public in and to that portion of the premises lying within the right-of-way of public roads and highways
3. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198895

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216045.

4. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198896

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216050.

5. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198897

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216051.

6. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198898

246486

Assumption of Agreement for Electric Service recorded July 6, 1998 as Instrument No. 216052.

7. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: June 21, 1991
Instrument No.: 198899

Assumption of Agreement for Electric Service recorded July 6, 1998 as Instrument No. 216053.

Amendment to Agreement for Electric Service Recorded November 22, 1999 as Instrument No. 219953.

8. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: September 1, 1993
Instrument No.: 204839

Assumption of Agreement for Electric Service recorded July 6, 1998 as Instrument No. 216049.

Amendment to Agreement for Electric Service Recorded November 22, 1999 as Instrument No. 219953.

9. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: August 22, 1994
Instrument No.: 207175

Assumption of Agreement for Electric Service recorded July 6, 1998 as Instrument No. 216054.

246486

10. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Darlington Ranch, Inc.
Purpose: Electric Service
Recorded: August 22, 1994
Instrument No.: 207176

Assumption of Agreement for Electric Service recorded July 6, 1998
as Instrument No. 216055.

11. Agreement and the terms and conditions contained therein Between:
Lost River Electric Cooperative, Inc.
And: Alison Madhavi Bradford
Purpose: Electric Service
Recorded: January 2, 2003
Instrument No.: 226221
12. Any question of location, boundary or area related to the Antelope Creek aka Grouse Creek and the Big Lost River Irrigation Canal, including, but not limited to, any past or future changes in it.
13. Any difference in the mean high water line of the Antelope Creek aka Grouse Creek and the Big Lost River Irrigation Canal and the meander line as shown by government survey.
14. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the land covered by water.
15. Right-of-way for the Big Lost River Irrigation Canal and the rights of access thereto for maintenance of said canal.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and

Order No. 5906LRT

COPY

NO. 0050021
RECORDED

NOV 01 2012

A.M. 3:48

BUTTE COUNTY RECORDER

WARRANTY DEED

THIS INDENTURE is made this 31st day of October ^(u)~~September~~, 2012, by PIONEER MOUNTAINS RANCH, LLC, an Idaho limited liability company, the "Grantor," and BELL-SMITH LLC, an Idaho limited liability company, whose mailing address is P. O. Box 596, Blackfoot, ID 83221, the "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Butte, State of Idaho, to-wit:

PARCEL A:

Township 5 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 2: SE1/4 and the NE1/4SW1/4 lying South and East of Antelope Creek and in Butte County, Idaho.

Section 11: NE1/4 and the E1/2NW1/4 lying south and East of Antelope Creek and in Butte County, Idaho; sometimes designated as Tax #286.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

FURTHER, such property is specifically conveyed subject to the following matters:

1. These premises are situated in the boundaries of the Big Lost River Irrigation District and are subject to the assessments thereof.

2. Ditch, road, and public utility easements as the same may exist over said premises.
3. Any adverse claim based on the assertion that the location of Antelope Creek has moved or that said land, or some portion thereof, has been or is excluded from the County of Butte.
4. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37228, records of Butte County, Idaho. (Parcel A)
5. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37229, records of Butte County, Idaho. (Parcel A)
6. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37230, records of Butte County, Idaho. (Parcel A)
7. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37231, records of Butte County, Idaho. (Parcel A)
8. Agreement for Electric Service Irrigation dated June 3, 2002, between Lost River Electric Cooperative, Inc., "Seller", and Alison Madhavi Bradford, "Consumer"; recorded January 6, 2003, as Instrument No. 38863, records of Butte County, Idaho. (Parcel A)
9. Right, title and interest of Pioneer Mountains Ranch, LLC, an Idaho limited liability company, as evidenced by Quitclaim Deed dated August 29, 2007; recorded October 22, 2007, as Instrument No. 45113, records of Butte County, Idaho. (Parcel A)
10. Agreement for Electric Service Irrigation dated April 29, 1987, between Lost River Electric Cooperative, Inc., "Seller", and Smith

Ranches, Inc., "Consumer"; recorded June 3, 1987, as Instrument No. 19673, records of Butte County, Idaho. (Parcel B)

11. Agreement for Electric Service Irrigation dated April 1, 1991, between Lost River Electric Cooperative, Inc., "Seller", and Darlington Ranch, Inc., "Consumer"; recorded June 21, 1991, as Instrument No. 24966, records of Butte County, Idaho. (Parcel B)

Assumption of "Agreement for Electric Service -Irrigation" dated May 4, 1998, to Scott L. & Dixie L. Whitworth, "Assignee"; recorded July 6, 1998, as Instrument No. 33287, records of Butte County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in Underground Right-of-Way Easement.
Granted to: Lost River Electric Cooperative, Inc.
Purpose: the right to enter upon the land
Recorded: July 27, 1994
Instrument No.: 28236, records of Butte County, Idaho. (Parcel C)

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

PIONEER MOUNTAINS RANCH, LLC

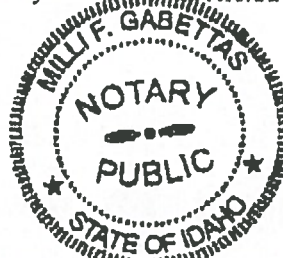
By

Alison Madhavi Bradford, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 3rd day of October, 2012, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Alison Madhavi Bradford, known or identified to me to be one of the Managers of PIONEER MOUNTAINS RANCH, LLC, an Idaho limited liability company, and the Manager or one of the Managers who subscribed said company name to the foregoing instrument, and acknowledged to me that she executed the same in said company name.

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



(seal)

Notary Public for Idaho

Residing at:

My Commission Expires Residing in Idaho Falls Idaho
Commission Expires 6/13/74

S:\01\NISM-Client\7976\Idaho Ranch\01\Warranty\Phonec-Dallas County-Erb,Aug2012).wpd



RECEIVED

OCT 25 2013

Department of Water Resources
Eastern Region

Order No. 5906LRT

COPY

NO. 0050020
RECORDED

NOV 01 2012

AM 3:47 PM
BUTTE COUNTY CLERK
[Signature]

WARRANTY DEED

THIS INDENTURE is made this 31st day of October 2012, by CONTRARY LIMITED PARTNERSHIP, a Colorado limited partnership, the "Grantor," and BELL-SMITH LLC, an Idaho limited liability company, whose mailing address is P. O. Box 596, Blackfoot, ID 83221, the "Grantee."

WITNESSETH:

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PARCEL B:

Township 5 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 2: All that portion of the W1/2NE1/4 and the E1/2NW1/4 lying East of Antelope Creek and in Butte County; sometimes designated as Tax #285.

PARCEL C:

Township 6 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 35: NE1/4; N1/2SE1/4, EXCEPTING those portions lying within Custer County.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

FURTHER, such property is specifically conveyed subject to the following matters:

1. These premises are situated in the boundaries of the Big Lost River Irrigation District and are subject to the assessments thereof.
2. Ditch, road, and public utility easements as the same may exist over said premises.
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4. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37228, records of Butte County, Idaho. (Parcel A)
5. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37229, records of Butte County, Idaho. (Parcel A)
6. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37230, records of Butte County, Idaho. (Parcel A)
7. Agreement for Electric Service Irrigation dated April 19, 2000, between Lost River Electric Cooperative, Inc., "Seller", and Anthony J. and Pamela J. Kippes, "Consumer"; recorded July 31, 2001, as Instrument No. 37231, records of Butte County, Idaho. (Parcel A)
8. Agreement for Electric Service Irrigation dated June 3, 2002, between Lost River Electric Cooperative, Inc., "Seller", and Allison Madhavi Bradford, "Consumer"; recorded January 6, 2003, as Instrument No. 38863, records of Butte County, Idaho. (Parcel A)
9. Right, title and interest of Pioneer Mountains Ranch, LLC, an Idaho limited liability company, as evidenced by Quitclaim Deed dated

August 29, 2007; recorded October 22, 2007, as Instrument No. 45113, records of Butte County, Idaho. (Parcel A)

10. Agreement for Electric Service Irrigation dated April 29, 1987, between Lost River Electric Cooperative, Inc., "Seller", and Smith Ranches, Inc., "Consumer"; recorded June 3, 1987, as Instrument No. 19673, records of Butte County, Idaho. (Parcel B)

11. Agreement for Electric Service Irrigation dated April 1, 1991, between Lost River Electric Cooperative, Inc., "Seller", and Darlington Ranch, Inc., "Consumer"; recorded June 21 1991, as Instrument No. 24966, records of Butte County, Idaho. (Parcel B)

Assumption of "Agreement for Electric Service -Irrigation" dated May 4, 1998, to Scott L. & Dixie L. Whitworth, "Assignee"; recorded July 6, 1998, as Instrument No. 33287, records of Butte County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in Underground Right-of-Way Easement.
Granted to: Lost River Electric Cooperative, Inc.
Purpose: the right to enter upon the land
Recorded: July 27, 1994
Instrument No.: 28236, records of Butte County, Idaho. (Parcel C)

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

CONTRARY RANCH LIMITED
PARTNERSHIP

By: COUNTY DIVIDE RANCH, LLC
its general partner

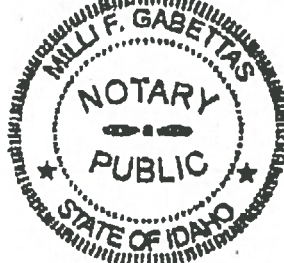
By: Alison Madhavi Bradford Manager

STATE OF IDAHO)
County of Bonneville) ss.

On the 31st day of October, 2012, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Alison Madhavi Bradford, known or identified to me to be the manager of COUNTY DIVIDE RANCH, LLC, an Idaho limited liability company, known or identified to me to be the general partner of Contrary Limited Partnership, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that County Divide Ranch, LLC executed the same in said partnership name as general partner of said partnership.

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

(seal)



Shirley F. Gabettas
Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

Residing in Idaho Falls, Idaho
Commission Expires 8/1/15

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