

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 09 2013

DEPARTMENT OF
WATER RESOURCES

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?
37-00026	Yes ☒		Yes ☐		Yes ☐
37-00027	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: M.V. Properties, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): U.S.D.I., Bureau of Land Management, Idaho State Office
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|----------------------------|------------------------|-----------|-------------------|
| <u>1387 S. Vinnell Way</u> | <u>Boise</u> | <u>ID</u> | <u>83709-1657</u> |
| Mailing address | City | State | ZIP |
| <u>(208) 373-3831</u> | <u>fwprice@blm.gov</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: 12/12/2012
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.

It is our understanding that these two water rights reside in the Water Supply Bank, and after the splits these rights should remain in the water bank supply.

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 # 37-26

8. Signature: [Signature] Water Rights Specialist 5/9/2013
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 5-9-13 Receipt No. 1097127 Receipt Amt. 200.00
Approved by _____ Processed by [Signature] Date 6-7-13

When Recorded Mail Deed and Send Tax Statements To:
Bureau of Land Management (ID 933)
1387 S Vinnell Way
Boise, Idaho 83709

325358

Instrument # 604130

HAILEY, BLAINE, IDAHO
12-13-2012 4:08:56 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Ketchum Land Exchange
IDI-35331-P1

QUITCLAIM DEED

For and in consideration of the exchange of certain land and interests as authorized by Section 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. 1701 et seq.),

WOOD RIVER LAND TRUST COMPANY, AN IDAHO NONPROFIT CORPORATION

hereinafter called the Grantor, whether one or more, does hereby remise, release, and forever Quitclaim unto the **UNITED STATES OF AMERICA** and its assigns, all right, title, and interest the Grantor may have to the following described water rights identified in the records of the Idaho Department of Water Resources ("IDWR") as follows:

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

Grantor has not conveyed the above water rights, or any right, title or interest therein, to any person other than the Grantee. The described water rights are being acquired by the United States Department of the Interior, Bureau of Land Management.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto the **UNITED STATES OF AMERICA** and its assigns the said water rights forever.

Dated this 12TH day of DECEMBER, 2012.

GRANTOR:

WOOD RIVER LAND TRUST COMPANY

BY: J. Trent Jones
Trent Jones, President

ACKNOWLEDGMENT

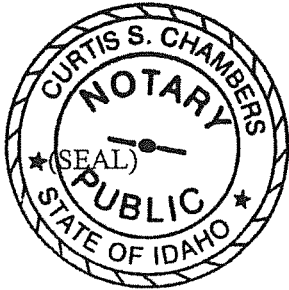
STATE OF IDAHO)

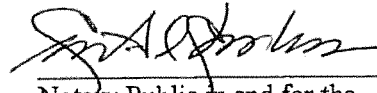
COUNTY OF BLAINE

)ss:
)

On this 12TH day of DEC. 2012, before me, the undersigned Notary Public in and for said State, personally appeared J. TRENT JONES, known or identified to me to be the PRES. of the **WOOD RIVER LAND TRUST COMPANY**, an Idaho Nonprofit Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument on behalf of the corporation.

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





Notary Public in and for the

State of: IDAHO

Residing at: HAILEY

My commission expires: 5.15.16

When Recorded Mail Deed and Send Tax Statements To:
Bureau of Land Management (ID 933)
1387 S Vinnell Way
Boise, Idaho 83709

325 358

Instrument # 604129

HAILEY, BLAINE, IDAHO
12-13-2012 4:08:56 PM No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$16.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Ketchum Land Exchange
IDI-35331-PT

WARRANTY DEED

For and in consideration of the exchange of certain land and interests as authorized by Section 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. 1701 et seq.),

WOOD RIVER LAND TRUST COMPANY, AN IDAHO NONPROFIT CORPORATION

hereinafter called the Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the **UNITED STATES OF AMERICA** and its assigns, the following-described real property situated in the County of Blaine, State of Idaho, to wit:

SEE EXHIBIT A ATTACHED

The described property and rights, privileges, immunities, and appurtenances, not including water rights conveyed by a separate instrument, are being acquired by the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD unto the **UNITED STATES OF AMERICA** and its assigns the said parcel of land together with all the tenements, hereditaments, and appurtenances, not including water rights conveyed by a separate instrument, appertaining thereto forever.

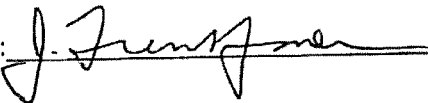
The Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that it will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 12TH day of DECEMBER, 2012

GRANTOR:

WOOD RIVER LAND TRUST COMPANY

BY:



Its:

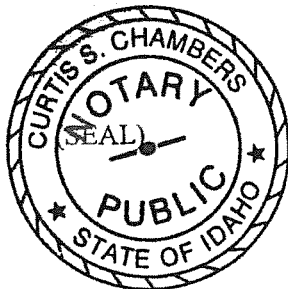
PRESIDENT

ACKNOWLEDGMENT

STATE OF ID)
COUNTY OF BLAINE)ss:

On this 12TH day of DEC. 20 12, before me, the undersigned Notary Public in and for said State, personally appeared J. TRENT JONES, known or identified to me to be the PRES. of the **WOOD RIVER LAND TRUST COMPANY**, an Idaho Nonprofit Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument on behalf of the corporation.

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



[Signature]
Notary Public in and for the
State of: IDAHO
Residing at: HAILEY
My commission expires: 5.15.16

EXHIBIT A

**TOWNSHIP 2 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY
IDAHO. SECTION 9: SE¼NE¼, NE¼SE¼; SECTION 10: W¼W¼.**

The parcel of land to which the above description applies contains 240 acres, more or less.

AND:

**A PARCEL OF LAND LOCATED WITHIN SECTIONS 13 AND 24, TOWNSHIP 1
SOUTH, RANGE 17 EAST, BOISE MERIDIAN, IDAHO AND ALSO WITHIN
SECTIONS 18 AND 19, TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE
MERIDIAN, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence, North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4NE1/4, Section 19, which point is the **REAL POINT OF BEGINNING**;

Thence, South 0°11'50" East 1,311.76 feet along the east boundary of said NW1/4NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4NE1/4, Section 19;

Thence, South 89°29'31" West, 1,325.15 feet along the south boundary of said NW1/4NE1/4, Section 19, to an aluminum cap marking the southwest corner of said NW1/4NE1/4, Section 19;

Thence, South 89°28'02" West, 2,473.88 feet along the south boundary of the N1/2NW1/4 to an aluminum cap marking the southwest corner of said N1/2NW1/4, Section 19;

Thence, South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2NE1/4, said Section 24;

Thence, North 11°07'50" East 324.91 feet;

Thence, North 78°52'10" West 100.00 feet;

Thence, North 11°07'50" East 250.00 feet;

Thence, South 78°52'10" East 100.00 feet;

Thence, North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20,

Thence, the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to an aluminum cap, South 79°18'56" East 345.39 feet;

North 61°30'28" East 221.48 feet;

South 79°19'06" East 2,565.58 feet;

South 79°19'09" East 2,330.08 feet;

South 45°58'28" East 185.05 feet;

Thence, South 0°24'42" East 351.20 feet along the east boundary of the SW1/4SE1/4 of said Section 18 to the **POINT OF BEGINNING**.

The parcel of land to which the above description applies contains 306.89 acres, more or less.

When Recorded Mail Agreement To:
Bureau of Land Management (ID-933)
1387 S. Vinnell Way
Boise, Idaho 83709-1657

Instrument # 604132

HAILEY, BLAINE, IDAHO
12-13-2012 4:12:18 PM No. of Pages: 10
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$37.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

BEFORE THE DEPARTMENT OF WATER RESOURCES

325358

OF THE STATE OF IDAHO

IN THE MATTER OF WATER RIGHT Nos.)
37-00026, 37-00027 and 37-20945) **AGREEMENT**
)
)
)
)
)
)

The Wood River Land Trust Company, MV Property, LLC, Jeanie Sligar, Matthew Thornton (hereinafter "Percentage Water Owners"), and the United States Department of Interior, Bureau of Land Management (hereinafter "BLM") enter into this agreement as follows:

STIPULATION

WHEREAS, water right numbers 37-00026 and 37-00027 have been leased entirely to the Water Supply Bank since March 8, 2003 and aren't being used at the place of use;

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 described the place of use as SESE (38.0 ac), Sec. 13, NENE (17.0 ac), Sec. 24, T.01S., R.17E., Lot 4 (SWSW) (29.0 ac), SESW (26.0 ac), SWSE (17.0 ac), Sec. 18, NENW (18.0 ac) and Lot 1 (NWNW) (26.0 ac), Sec. 19., T.01S., R.18E., BM;

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 describe a place of use where the land is wholly owned by Wood River Land Trust Company ("WRLT"), however the water rights are owned on a percentage basis by several persons/entities, including WRLT;

WHEREAS, there is a pending land exchange between BLM and WRLT for all of the land described as a place of use under water right numbers 37-00026, 37-00027 and 37-20945, as well as, the interest in water rights that are owned by WRLT. WRLT acquired no interest in

water right number 37-20945 pursuant to acquiring the land described by the place of use under 37-20945 nor associated shares with the Upper Wood River Water Users Association, Inc. (the "Association") that may be appurtenant to said land; and

WHEREAS, any resumption of use by Percentage Water Owners of 37-00026, 37-00027 and 37-20945 at the currently described place of use by those who don't own the land would constitute an unauthorized use of the land owner's property;

THEREFORE, the Percentage Water Owners and BLM stipulate and agree as follows:

1. The parties stipulate and agree that WRLT owns a portion of water right numbers 37-00026 and 37-00027 as follows:

a. 37-00026: 0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources ("IDWR") water right number 37-00026, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs; and

b. 37-00027: 0.100 cubic feet per second (cfs) of the irrigation component of IDWR water right number 37-00027, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs;

c. Zero percent (0%) interest in 37-20945; and

d. Zero percent (0%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945 even though shares may be appurtenant to the land.

2. The parties stipulate and agree that Jeanie Sligar owns approximately seventy percent (70%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 2.765 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.307 cfs of the mitigation component of the same right, for a total quantity of 3.072 cfs;

b. 37-00027: 1.190 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.322 cfs;

c. 37-20945: Seventy percent (70%) interest in 37-20945 or 1.05 cfs; and/or

d. Seventy percent (70%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

3. The parties stipulate and agree that Matthew Thornton owns approximately thirty percent (30%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 1.185 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.317 cfs;

b. 37-00027: 0.510 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.057 cfs of the mitigation component of the same right, for a total quantity of 0.567 cfs; and

c. 37-20945: Thirty percent (30%) interest in 37-20945 or 0.45 cfs; and/or

d. Thirty percent (30%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

4. The parties stipulate and agree that WRLT, as owner of the land described as a place of use for water right numbers 37-00026, 37-00027 and 37-20945 shall not be liable for assessments by the Association for shares that may be appurtenant to the aforementioned land.

5. The parties stipulate and agree that severance of a portion of the appurtenant water rights or shares from the place of use described in 37-00026, 37-00027 and 37-20945 shall not allow Percentage Water Owners to resume use of their water interests/shares on the place of use no longer owned by them. Furthermore, the parties stipulate and agree that a place of use which Percentage Water Owners own shall have to be established by administrative transfer with the IDWR pursuant to Idaho Code §42-222, if and when their interests are ever removed from the Water Supply Bank. Therefore, the parties stipulate and agree that the following condition shall be imposed on water right numbers 37-00026, 37-00027 and 37-20945:

This water right is currently not being used at the described place of use, but is in the Idaho Water Resource Board's water supply bank pursuant to Idaho Code §42-1761, *et seq.* No resumption of use shall be allowed at the place of use described under this right for portions of this water right owned by persons who do not own the land described by the place of use for this water right. If this water right, or portion thereof, is removed from the water supply bank, then non-land owner water interest holders shall have to establish a place of use via an administrative transfer proceeding pursuant to Idaho Code §42-222. A title holder to any portion of this water right, for which the water title holder does not own the land described by the place of use, agrees that denial of permission by the land owner at the place of use to use water on the land owner's property shall not be construed to be a taking, in whole or part, of the water right. Should the owners of the water rights seek to transfer all or part of any of the appurtenant water rights from

the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore the owners of the land shall not object to the owners of the water rights reapplying to the State of Idaho to keep their water rights in the State Water Bank.

6. Should Sligar and/or Thornton ever seek to transfer all or part of any of the appurtenant water rights from the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore, should Sligar and/or Thornton ever be required to reapply to the State of Idaho to keep their water rights in the State Water Bank, the owners of the land shall give their permission, should that permission ever be required from the State of Idaho, or its agencies.

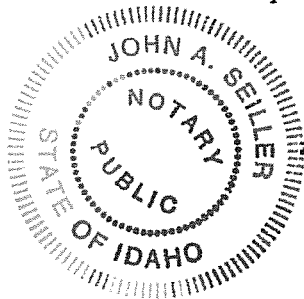
7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

8. This Agreement may be recorded by any of the parties.

(End of Agreement, signature lines to follow)

 10/2/2012
Trent Jones Date
President

On this day 2nd of October 2012, before me, the undersigned, personally appeared Trent Jones, known or identified to me to be the president of the corporation that executed the instrument of the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public
Residing at 1234 Main St
Commission Expires Oct. 6, 2017

UNITED STATES OF AMERICA
U.S.D.I., BUREAU OF LAND MGMT.

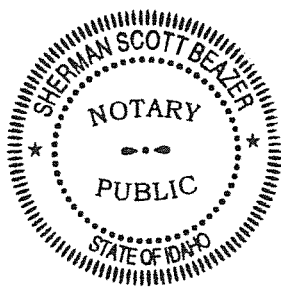
Fredric W. Price
Water Rights Specialist

Date

11-08-2012

State of Idaho)
) ss.
County of Ada)

On this day, 8th of November 2012, before me, the undersigned, personally appeared Fredric W. Price, known or identified as an authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476).



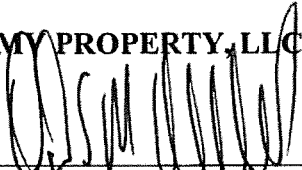
WITNESS my hand and official seal,

[Signature]
Notary Public

Residing at Boise, ID

Commission Expires 12/10/2015

MV PROPERTY, LLC


David S. McDonald
Manager

9-17-12
Date

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

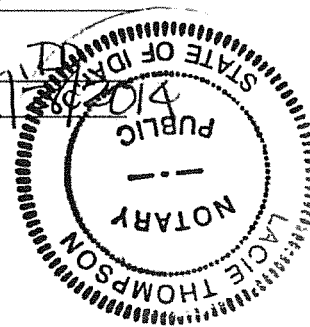
WITNESS my hand and official seal,



Notary Public for Idaho

Residing at Bellevue, ID

My Commission expires 11/7/2014



JEANIE SLIGAR

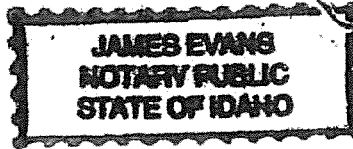
Jeanie Sligar
Jeanie Sligar

9/19/2012
Date

State of Idaho)

) ss.

County of Twin Falls)



On this 17th day of September, 2012, before me, a Notary Public in and for said County and State, personally appeared Jeanie Sligar, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal,

James Evans
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 9-9-2015

MATTHEW THORNTON

Matthew Thornton

Date

State of Idaho)

) ss.

County of _____)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Matthew Thorton, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal,

Notary Public for Idaho

Residing at _____

Commission Expires _____

JEANIE SLIGAR

Jeanie Sligar Date

State of Idaho)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Jeanie Sligar, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal,

Notary Public
Residing at _____
Commission Expires _____

MATTHEW THORNTON

Matthew Thornton 10-1-12
Matthew Thornton Date

State of Idaho)
) ss.
County of Blaine)

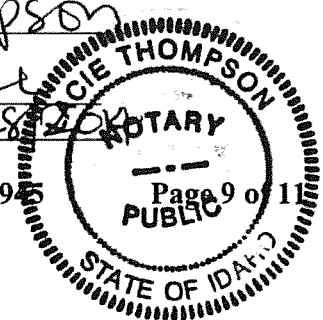
On this 1st day of Oct., 2012, before me, a Notary Public in and for said County and State, personally appeared Matthew Thornton, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal,

Lacie Thompson
Notary Public for Idaho
Residing at Bellevue
Commission Expires 1/28/2014

Agreement

Water Right Nos: 37-00026, 37-00027 and 37-20945



ORIGINAL

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**
Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352

Instrument # 601908

HAILEY, BLAINE, IDAHO
10-10-2012 05:14:03 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

JB

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto Matthew Thornton, P.O. Box 751, Bellevue, ID 83313, all right, title and interest in and to the following water rights as follows:

1.185 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.317 cfs.

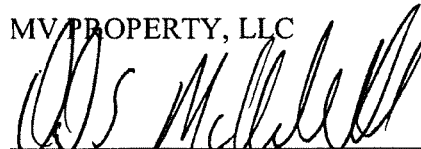
0.510 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.057 cfs of the mitigation component of the same right, for a total quantity of 0.567 cfs.

A thirty percent (30%) interest in 37-20945 or 0.45 cfs, and/or a thirty percent (30%) in shares held by the Upper Wood River Water Users Association, Inc.

This QUITCLAIM and CORRECTION DEED hereby supersedes and replaces the Quitclaim deed recorded as Blaine County Instrument No. 569725

DATED this 17 day of September, 2012.

MV PROPERTY, LLC

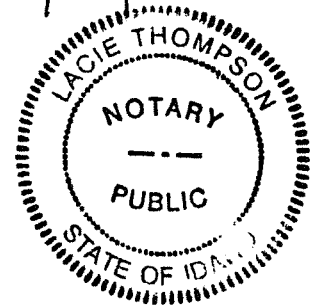


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho
Residing at Blaine
My Commission expires 1/28/2014



ORIGINAL

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352**

Instrument # 601907

HAILEY, BLAINE, IDAHO
10-10-2012 05:11:26 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

JB

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

This QUITCLAIM and CORRECTION DEED relates back to and hereby supersedes and replaces the Quitclaim Deed recorded as Blaine County Instrument No. 569726.

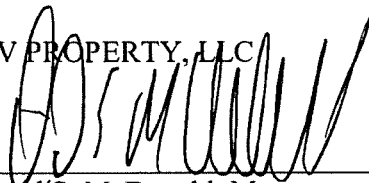
FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto Jeanie Sligar, 3550 E. 4000 N., Kimberly, ID 83341 ("Grantee"), all right, title and interest in and to the following water rights as follows:

2.765 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.307 cfs of the mitigation component of the same right, for a total quantity of 3.072 cfs.

1.190 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.322 cfs.

A seventy percent (70%) interest in 37-20945 or 1.05 cfs, and/or a seventy percent (70%) in shares held by the Upper Wood River Water Users Association, Inc.

DATED this 17 day of September, 2012.

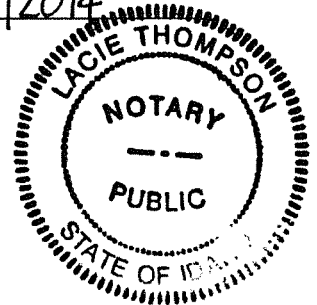
MV PROPERTY, LLC


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho.
Residing at Blaine
My Commission expires 1/28/2014



- ORIGINAL

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352

Instrument # 601909

HAILEY, BLAINE, IDAHO
10-10-2012 05:16:15 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

JB

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

This QUITCLAIM and CORRECTION DEED relates back to and hereby supersedes and replaces the Affidavit Affecting Title to Property and Correction Warranty Deed recorded as Blaine County Instrument No. 566559. This Correction Deed also corrects the Warranty Deed recorded as Blaine County Instrument No. 554221 by excluding any and all water rights appurtenant to the real property conveyed in that deed from the term "appurtenances" contained in that deed. All other portions of that deed remain in full force and effect.

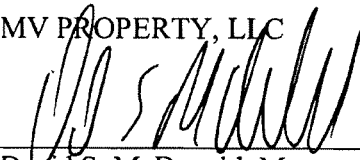
FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto the Wood River Land Trust Company, 119 E. Bullion St., Hailey, ID 83333, all right, title and interest in and to the following water rights as follows:

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

DATED this 17 day of September, 2012.

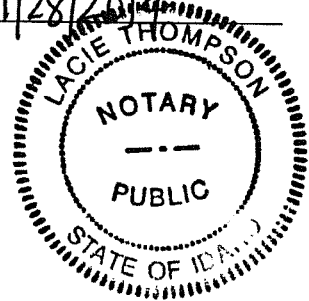
MV PROPERTY, LLC


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho
Residing at Blaine
My Commission expires 1/28/2014



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
Post Office Box 6090
Ketchum, Idaho 83340
(208) 726-5962
FAX 726-5998

Instrument # 566559
HAILEY, BLAINE, IDAHO
4-13-2009 04:23:58 No. of Pages: 5
Recorded for: JOHN A SEILLER
JOLYNN DRAGE Fee: 15.00
Ex-Officio Recorder Deputy
Index to: MISC AFFIDAVITS

(Space above this line is for Recorder's use, only.)

AFFIDAVIT AFFECTING TITLE TO PROPERTY
AND
CORRECTION WARRANTY DEED

ORIGINAL

STATE OF IDAHO)
) ss.
County of Blaine)

I, DAVID S. MCDONALD, being duly sworn under oath, depose and state:

1. I make this affidavit of my own personal knowledge.
 2. I am making this affidavit affecting title to the water rights appurtenant to real property, described on EXHIBIT A (referred to in this affidavit as the "Property").
 3. I am the manager of MV PROPERTY LLC, an Idaho limited liability company ("MV Property"), the former fee simple title holder of the Property, and the entity that conveyed the Property to the current fee simple title holder, WOOD RIVER LAND TRUST COMPANY, an Idaho nonprofit corporation (the "Land Trust"), by Warranty Deed recorded December 21, 2007, as Blaine County Instrument No. 554221 ("Instrument No. 554221").
 4. While Instrument No. 554221 is correct in all other respects, MV Property nor I, ever intended to convey any water rights to the Land Trust in Instrument No. 554221. However, Instrument No. 554221 included all "appurtenances" with the Property, and therefore, it could be interpreted that Instrument No. 554221, included all water rights appurtenant to the Property. Instrument No. 554221 should have contained a statement that water rights would be excluded from all appurtenances to the Property.
 5. As a result of an interpretation that the Land Trust had received all water rights appurtenant to the Property, the Land Trust executed Warranty Deed recorded February 4, 2008, as Blaine County Instrument No. 555372 ("Instrument No. 555372"), purporting to convey all the water rights appurtenant to the Property back to MV Property. Unfortunately, Instrument No. 555372 did not convey all the water rights appurtenant to the Property, so that deed was in
- AFFIDAVIT AFFECTING TITLE TO PROPERTY AND CORRECTION WARRANTY
DEED/Page 1 of 4

error. In addition, the Land Trust executed an additional Warranty Deed recorded March 26, 2009, as Blaine County Instrument No. 566054 ("Instrument No. 566054"), which appears to be intended to correct Instrument No. 555373, but that deed is in error, as well. If Instrument No. 554221 had contained a statement that water rights were excluded from all appurtenances to the Property, then Instrument No. 555373 and Instrument No. 566054 would not have been necessary.

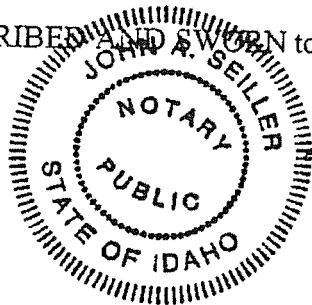
6. Subsequently, MV Property executed a Warranty Deed intending to transfer part, but not all the water rights appurtenant to the Property to the Land Trust, which was a Warranty Deed recorded February 4, 2008, as Blaine County Instrument No. 555373 ("Instrument No. 555373"). However, Instrument No. 555373 contained multiple errors. MV Property executed a Warranty Deed recorded February 26, 2009, as Blaine County Instrument No. 565218 ("Instrument No. 565218") and a Warranty Deed recorded March 3, 2009, as Blaine County Instrument No. 565306 ("Instrument No. 565306"), both of which were intended to correct Instrument No. 555373, but both Instrument No. 565218 and Instrument No. 565306 also contained errors. As a result, **Instrument No. 554221 is corrected, but only amended by this Correction Warranty Deed, as set out below. Instrument No. 555373, Instrument No. 565218 and Instrument No. 565306 are all corrected and replaced by this Correction Warranty Deed, which relates back to February 4, 2008, the date MV Property recorded Instrument No. 555373, as set out below.**

DATED this 13 day of April, 2009.

AFFIANT

DAVID S. MCDONALD

SUBSCRIBED AND SWORN to before me this 12th day of April, 2009.



Notary Public for the State of Idaho

Residing: Ketchikan, Idaho

Commission Expires: Oct. 2011

THIS CORRECTION WARRANTY DEED CORRECTS AND AMENDS the Warranty Deed recorded December 21, 2007, as Blaine County Instrument No. 554221, by adding this statement, "Any and all water rights are excluded from the appurtenances."

THIS CORRECTION WARRANTY DEED CORRECTS AND REPLACES Warranty Deed recorded February 4, 2008, as Blaine County Instrument No. 555373; Warranty Deed recorded February 26, 2009, as Blaine County Instrument No. 565218; and Warranty Deed recorded March 3, 2009, as Blaine County Instrument No. 565306, and **AFFIDAVIT AFFECTING TITLE TO PROPERTY AND CORRECTION WARRANTY DEED/Page 2 of 4**

therefore, this Correction Warranty Deed relates back to the date of the Warranty Deed recorded as Instrument No. 555373, on February 4, 2008.

MV PROPERTY LLC, an Idaho limited liability company, Grantor, grants, bargains, sells and conveys to WOOD RIVER LAND TRUST COMPANY, an Idaho nonprofit corporation, Grantee, the following water rights appurtenant to real property described on EXHIBIT A, located in Blaine County, Idaho, and more particularly described as follows:

0.10 cubic feet per second or 5 inches of Idaho Department of Water Resources water right number 37-26 with a ten percent (10%) river channel loss assessed to the right.

0.10 cubic feet per second or 5 inches of Idaho Department of Water Resources water right number 37-27 with a ten percent (10%) river channel loss assessed to the right.

Subject to taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

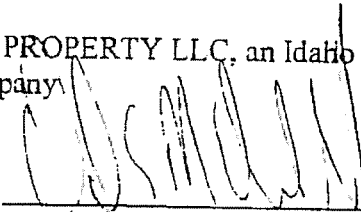
TO HAVE AND TO HOLD the said premises, with all appurtenances, including, without limitation, any and all water rights, if any, unto Grantee and to Grantee's heirs and assigns forever. Grantor does hereby covenant to and with Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims.

This Affidavit Affecting Title to Property and Correction Warranty Deed is intended to be recorded with and immediately after a Correction Quitclaim Deed from the Wood River Land Trust Company to MV Property LLC, correcting prior instruments recorded in Blaine County, Idaho, referenced in that document.

DATED this 13 day of April, 2009.

MV PROPERTY LLC, an Idaho limited liability company

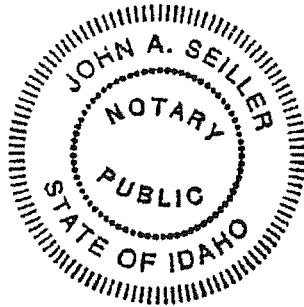
By:


DAVID S. McDONALD, Manager

STATE OF IDAHO)
)
County of Blaine) ss.

On this 13th day of April, 2009, before me, the undersigned, personally appeared DAVID S. McDONALD, known or identified to me to be the manager of MV Property LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.





Notary Public for Idaho
Residing: Boise, Idaho
Commission Expires: Oct. 2011

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located within Sections 13 and 24, Township 1 South, Range 17 East, Boise Meridian, Blaine County, Idaho and also within Sections 18 and 19, Township 1 South, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4 NE1/4, Section 19, which point is the REAL POINT OF BEGINNING;

Thence South 0°11'50" East 1,311.76 feet along the east boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4 NE1/4, Section 19;

Thence South 89°29'31" West, 1,325.15 feet along the south boundary said NW1/4 NE1/4, Section 19, to an aluminum cap marking the southwest corner of said NW1/4, NE1/4, Section 19;

Thence South 89°28'02" West, 2,473.88 feet along the south boundary of the N1/2 NW1/4 to an aluminum cap marking the southwest corner of said N1/2 NW1/4, Section 19;

Thence South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2 NE1/4, said Section 24;

Thence North 11°07'50" East 324.91 feet;

Thence North 78°52'10" West 100.00 feet;

Thence North 11°07'50" East 250.00 feet;

Thence South 78°52'10" East 100.00 feet;

Thence North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20;

Thence the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to aluminum caps:

South 79°18'56" East 345.39 feet;

North 61°30'28" East 221.48 feet;

South 79°19'06" East 2,565.58 feet;

South 79°19'09" East 2,330.08 feet;

South 45°58'28" East 185.05 feet;

Thence South 0°24'42" East 351.20 feet along the east boundary of the SW1/4 SE1/4 said Section 18 to the POINT OF BEGINNING.

2

Square Lake

SVTC Order No. 04-21139

WARRANTY DEED

Instrument # 514380

HAILEY, BLAINE, IDAHO

2004-12-23

09:27:00 No. of Pages: 1

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTYQC/CORP DEED

FOR VALUE RECEIVED

BROWN INVESTMENT PROPERTIES LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP

the grantors, do hereby grant, bargain, sell and convey unto

WOOD RIVER LAND TRUST COMPANY, AN IDAHO NONPROFIT CORPORATION

the grantee, whose current address is 119 East Bullion Street
Hailey, ID 83333

the following described premises, in BLAINE COUNTY, IDAHO, to wit:

TOWNSHIP 2 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.
SECTION 4: SE1/4SE1/4 SECTION 9: E1/2NE1/4, NESE SECTION 10: W1/2W1/2

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of
record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and their
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
they are the owners in fee simple of said premises; that said premises are free from all encumbrances and
that they will warrant and defend the same from all lawful claims whatsoever.

Dated: December 16, 2004

BROWN INVESTMENT PROPERTIES, LIMITED PARTNERSHIP

Daniel P. Brown
By: Daniel P. Brown, general partner

State of: Idaho

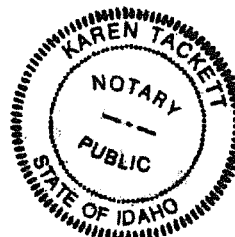
County of: Blaine

On this 21st day of December, 2003, Before me a Notary Public in and for said State, personally
appeared **Daniel P. Brown** known or identified to me to be the partners in the partnership of BROWN
INVESTMENT PROPERTIES, LIMITED PARTNERSHIP, an Idaho limited partnership and the partners who
subscribed said partnership name to the foregoing instrument, and acknowledged to me they executed the same in
the said partnership name.

Karen Tackett
Notary Public

Residing at Hailey

Comm. Expires 04/03/06





IDWD
Order No. 0057852

Instrument # 554221

HAILEY, BLAINE, IDAHO
2007-12-21 12:51:00 No. of Pages: 2
Recorded for : AMERITITLE
JOLYNN DRAGE Fee: 6.00
Ex-Officio Recorder Deputy *ympp*
Index to: WTVQICORP DEED

WARRANTY DEED

For Value Received,

MV Property LLC, an Idaho Limited Liability Company

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

Wood River Land Trust Company, an Idaho Non Profit Corporation

GRANTEE(s), whose address is: **119 E. Bullion Street, Hailey, ID 83333**

the following described real property, to-wit:

See Exhibit A Attached

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, 2007.

MV Property LLC

BY: *David S. McDonald*

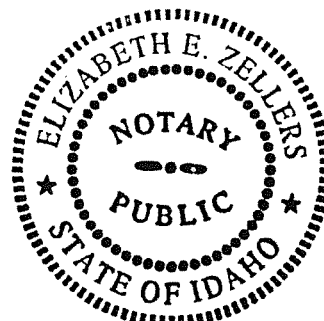
David S. McDonald, Manager

State of Idaho)
ss

County of Blaine)

On this 20th day of December, 2007 before me *Elizabeth E. Zellers*, a notary public in and for said State, personally appeared David S. McDonald known or identified to me to be the Manger of MV Property, LLC the limited liability company that executed the foregoing instrument, , and acknowledged to me that such limited liability company executed the same.

Elizabeth E. Zellers
Notary Public
Residing at:
Commission Expires:



Order No. 57852
Legal Description

EXHIBIT A

A parcel of land located within Sections 13 and 24, Township 1 South, Range 17 East, Boise Meridian, Blaine County, Idaho and also within Sections 18 and 19, Township 1 South, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4 NE1/4, Section 19, which point is the REAL POINT OF BEGINNING;

Thence South 0°11'50" East 1,311.76 feet along the east boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4 NE1/4, Section 19;

Thence South 89°29'31" West 1,325.15 feet along the south boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southwest corner of said NW1/4 NE1/4, Section 19;

Thence South 89°28'02" West 2,473.88 feet along the south boundary of the N1/2 NW1/4 to an aluminum cap marking the southwest corner of said N1/2 NW1/4, Section 19;

Thence South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2 NE1/4, said Section 24;

Thence North 11°07'50" East 324.91 feet;

Thence North 78°52'10" West 100.00 feet;

Thence North 11°07'50" East 250.00 feet;

Thence South 78°52'10" East 100.00 feet;

Thence North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20;

Thence the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to aluminum caps:

South 79°18'56" East 345.39 feet;

North 61°30'28" East 221.48 feet;

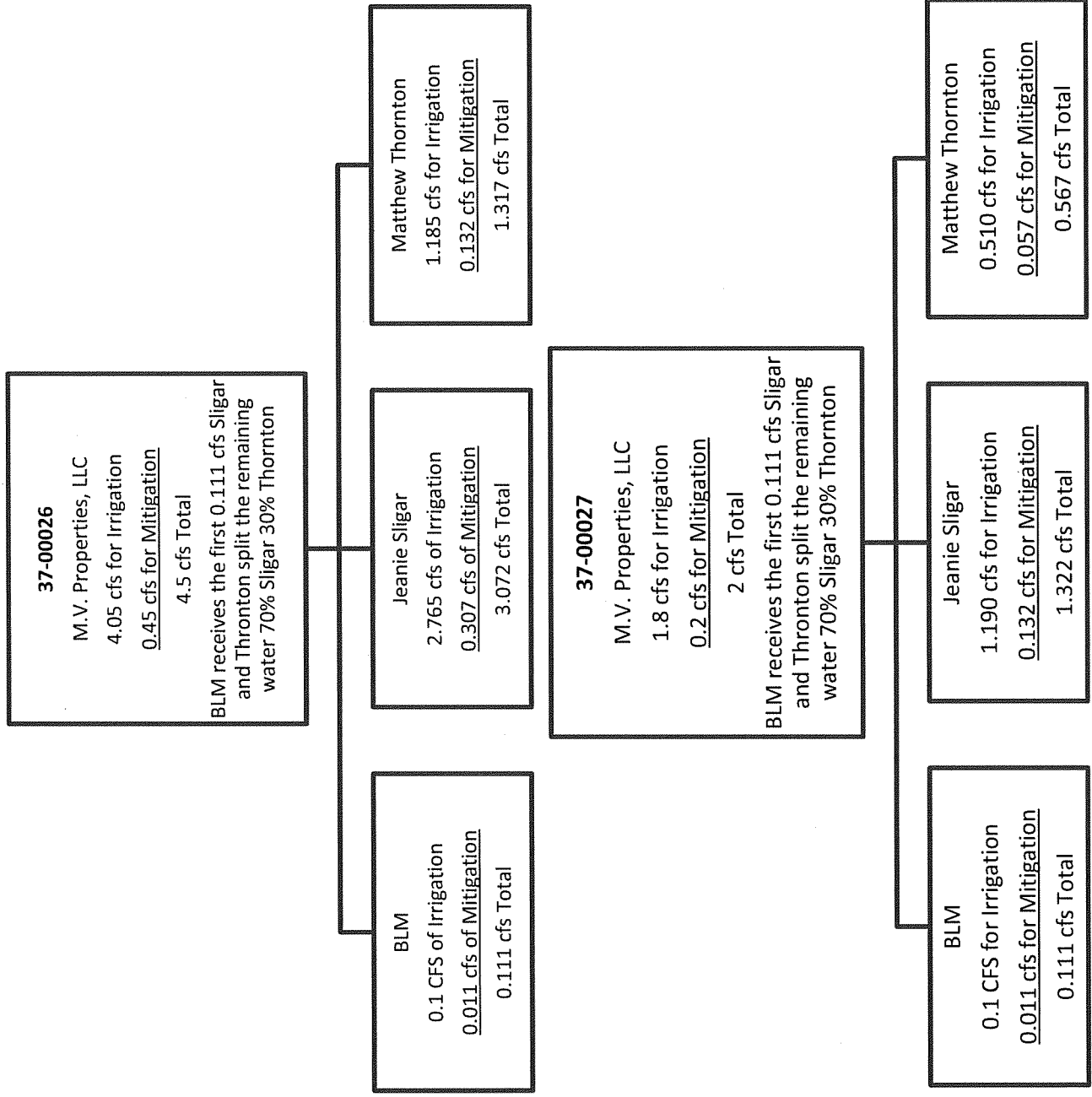
South 79°19'06" East 2,565.58 feet;

South 79°19'09" East 2,330.08 feet;

South 45°58'28" East 185.05 feet;

Thence South 0°24'42" East 351.20 feet along the east boundary of the SW1/4 SE1/4 said Section 18 to the point of beginning.

37-00026 & 37-00027, Split: Division of Quantity



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 37-00027

NAME AND ADDRESS: MV PROPERTY LLC
PO BOX 5
KETCHUM, ID 83340

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 2.00 CFS

Total rate of diversion includes 0.20 cfs charged for river
channel loss. The right is limited to 1.80 cfs at the point of
diversion.

PRIORITY DATE: 06/15/1886

POINT OF DIVERSION: T01S R18E S19 NWNENE Within Blaine County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-31	1.80 CFS
	Mitigation	04-15 TO 10-31	0.20 CFS

Mitigation use is water charged for river channel loss.

PLACE OF USE:	Irrigation	Within Blaine County
	T01S R17E S13 SESE 38.0	
	S24 NENE 17.0	
	R18E S18 LOT 4 (SWSW) 29.0	SESW 26.0
	SWSE 17.0	
	S19 NENW 18.0	LOT 1 (NWNW) 26.0
	171.0 Acres Total	

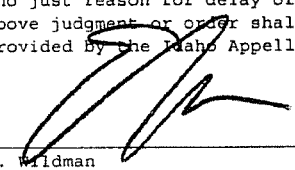
Right Nos. 37-26 and 37-27 are limited to the irrigation of a
combined total of 171 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 37-00026

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho
SEP 24 2010
By _____ Clerk
_____ Deputy Clerk

NAME AND ADDRESS: MV PROPERTY LLC
PO BOX 5
KETCHUM, ID 83340

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 4.50 CFS

Total rate of diversion includes 0.45 cfs charged for river
channel loss. The right is limited to 4.05 cfs at the point of
diversion.

PRIORITY DATE: 05/23/1885

POINT OF DIVERSION: T01S R18E S19 NWNENE Within Blaine County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-31	4.05 CFS
	Mitigation	04-15 TO 10-31	0.45 CFS

Mitigation use is water charged for river channel loss.

PLACE OF USE:	Irrigation	Within Blaine County
	T01S R17E S13 SESE 38.0	
	S24 NENE 17.0	
	R18E S18 LOT 4 (SWSW) 29.0	SESW 26.0
	SWSE 17.0	
	S19 NENW 18.0	LOT 1 (NWNW) 26.0
	171.0 Acres Total	

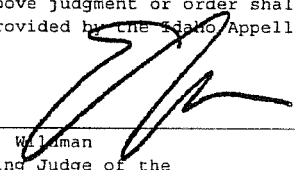
Right Nos. 37-26 and 37-27 are limited to the irrigation of a
combined total of 171 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wilman
Presiding Judge of the
Snake River Basin Adjudication



37-00026 & 37-00027, Change in Water Right
Ownership from M.V. Properties, LLC to USDI BLM

0.25



Miles

