



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

September 2, 2011

Thomas Rich
592 North 1089 East
Jackson, ID 83350

RE: Notice of Ownership Change for Water Rights 27-4092 and 27-11354

Dear Mr. Rich:

In March 2010, you filed a Notice of Change in Water Right Ownership for eight water rights in the upper Blackfoot River basin. Most of the ownership updates could be completed based on the information you provided (27-4091, 27-11350, 27-11351, 27-11352, 27-11353). The ownership change for one of the rights (27-11355) was completed in the SRBA. Two of the water rights (27-4092 and 27-11354) could not be completed based on the deeds and information you provided. This letter is meant to update you on the status of the ownership changes for water rights 27-4092 and 27-11354.

Water right 27-4092 is an instream stockwater right that covers seven quarter-quarters on an unnamed stream. One of the quarter-quarters described in the water right is BLM land. Another one of the quarter-quarters is property owned by Lila Oleson. Because you did not own all of the property under water right 27-4092, we delayed processing the ownership change. The SRBA claim for 27-4092 was filed by RC Rich Sheep Co. Evidence suggests that RC Rich Sheep Co. never owned the BLM property or the Oleson property. The water right was decreed in 1999 in the name of RC Rich Sheep Co., even though a portion of the right was located on BLM and Oleson property. In 2009, RC Rich Sheep Co conveyed all of its property in the area, and all of its interest in the associated water rights to you.

We have now decided to process the ownership change, updating the entire water right to be in your name. We recommend that you file a water right transfer in the near future to move the water right so that it pertains only to your property. Feel free to contact a water right agent in our office to assist you in preparing and filing a transfer. The transfer fee for this type of change would be \$200.

Water right 27-11354 presents a more difficult problem. This water right is for a single quarter-quarter (the NWNE of Sec. 33, T04S, R40E). This quarter-quarter is owned by the state of Idaho. Evidence suggests that RC Rich Sheep Co. never owned this property. In spite of the ownership issues, the water right was claimed by and decreed to RC Rich Sheep Co. in the SRBA. Even though the water right sits on state property, the water right is currently owned by RC Rich Sheep Co. We are unable to process your ownership change, however, because we do not have a document conveying the water right from RC Rich Sheep Co. to you. The deeds

provided with the ownership change only pertain to real property. Because RC Rich Sheep Co. does not own the NWNE of Section 33, the water rights were not part incorporated in the 2009 warranty deeds.

In an email dated April 19, 2010, your attorney, Roger Ling, suggested that water right 27-11354 should actually be in the name of the Eastern Idaho Grazing Association. We have therefore decided to refund the money associated with the ownership change on water right 27-11354. If you decide that you want water right 27-11354 in your name, please provide a deed conveying the water right from RC Rich Sheep Company to yourself and a check for \$25. If you agree that the water right should actually be in the name of Eastern Idaho Grazing Association or the State of Idaho, you do not need to take any further action. They are responsible for updating the ownership on that right. You may consider deeding the water right (27-11354) to one of those entities to simplify any ownership change they may file.

A water right report for 27-4092 is enclosed. Thank you for your patience. Feel free to call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Cefalo', is written over the printed name.

James Cefalo
Water Resources Program Manager
IDWR Eastern Regional Office

Cox, Sharla

From: Cox, Sharla
Sent: Friday, September 02, 2011 10:55 AM
To: Marston, Sascha
Subject: Refund Please

Sascha, can you please refund the following:

Receipt #E035635
Amount of Receipt: \$175.00
Amount of Refund: \$25.00
Payable to:
Roger D. Ling
Attorney at Law
PO Box 623
Rupert ID 83350

Reason: Change of Ownership – unable to process it.

Sharla

Sharla Cox
Administrative Assistant
Idaho Department of Water Resources
900 N. Skyline Dr. Ste. A
Idaho Falls ID 83402
208-525-7161 - telephone
208-525-7177 - fax
sharla.cox@idwr.idaho.gov

Barg, Jonie

From: Roger D. Ling [rdl@idlawfirm.com]
Sent: Monday, April 19, 2010 2:38 PM
To: Barg, Jonie
Subject: Water right claims 27-4092 and 27-11354 - Thomas P. Rich
Attachments: AR-M620N_20100418_230317

Dear Tonie:

Sorry for the delay in getting back to you after our telephone conversation. As to WR No. 27-4092, the NW1/4NW1/4 of Section 2, owned by BLM, is part of the land leased by Thomas P. Rich, dba Rich Livestock Co. A copy of Tom's Grazing Lease with BLM has been attached, above. If you need affirmation as to the fact that Allotment 04320 Blackfoot River encompasses this land above described, let us know and we should be able to get confirmation from BLM. I am reluctant to stir up a hornet's nest with BLM, as this land has been used with the Rich family lands for over 84 years. I believe we resolved the POU as to the SENE of Section 2, as the description should be the NWSE of Section 2

As to WR 27-11354, you pointed out that the NW 1/4 of the NE 1/4 of Section 33 is owned by the State of Idaho. As we mentioned, the Eastern Idaho Grazing Association has the lease from the State to this land. I was unable to find in water right claims of the the EIGA that it showed this land as a POU or POD. Mr. Rich, who is on the Board of Directors of EIGA, is contacting it to determine if they want to pursue this claim. If so, Mr. Rich will merely assign this claim to EIGA. We agree that Mr. Rich has no interest in this land except as a member of the EIGA. I will call you as soon as we have heard from EIGA

Let me know if you need additional information.

Roger

OPERATOR COPY

AUTH NUMBER: 1103820
DATE PRINTED: 4/7/2009

Form 4130-2a
(February 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING LEASE

STATE ID
OFFICE LLID102000
AUTH NUMBER 1103820
PREFERENCE CODE 15
DATE PRINTED 04/07/2009
TERM 03/01/2009 TO 02/28/2019

BUREAU OF LAND MANAGEMENT
POCATELLO FO
4350 CLIFF DRIVE
POCATELLO ID 83204

RICH LIVESTOCK CO
8 S 455 E
RUPERT ID 83350

THIS GRAZING LEASE IS OFFERED TO YOU UNDER 43 CFR PART 4100 BASED ON YOUR RECOGNIZED QUALIFICATIONS. YOU ARE AUTHORIZED TO MAKE GRAZING USE OF LANDS, UNDER THE JURISDICTION OF THE BUREAU OF LAND MANAGEMENT AND COVERED BY THIS GRAZING LEASE, UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS GRAZING LEASE AND PAYMENT OF GRAZING FEES WHEN DUE. CONTACT YOUR LOCAL BLM OFFICE AT 208-478-6340 IF YOU HAVE QUESTIONS.

MANDATORY TERMS AND CONDITIONS

<u>ALLOTMENT</u>	<u>PASTURE</u>	<u>LIVESTOCK</u> <u>NUMBER</u> <u>KIND</u>	<u>GRAZING</u> <u>BEGIN</u>	<u>PERIOD</u> <u>END</u>	<u>% PL TYPE USE</u>	<u>AUMS</u>
04320 BLACKFOOT RIVER		2000 SHEEP	05/01	07/01	40 CUSTODIAL	158
		2000 SHEEP	09/15	11/10	40 CUSTODIAL	159
14319 LITTLE BLACKFOOT I		2000 SHEEP	06/15	07/15	1 CUSTODIAL	3

OTHER TERMS AND CONDITIONS:

ALL GRAZING ON THE BLACKFOOT RIVER ALLOTMENT (#04430) WILL BE IN ACCORDANCE WITH THE FIELD MANAGER'S DECISION DATED FEBRUARY 12, 2009.

THE BEGIN/END DATES MAY VARY BY FOURTEEN DAYS TO ALLOW MANAGEMENT FLEXIBILITY AS LONG AS THE TOTAL PREFERENCE IS NOT EXCEEDED AND PRIOR APPROVAL OF THE AUTHORIZED OFFICER IS OBTAINED.

SALT SHALL BE PLACED AT LEAST 1/4 MILE FROM WATER TO IMPROVE LIVESTOCK DISTRIBUTION.

AREAS OF ISOLATED PUBLIC LAND MAY BE GRAZED CONCURRENTLY WITH PRIVATE LANDS.

IN CONNECTION WITH ALLOTMENT OPERATIONS UNDER THIS AUTHORIZATION, IF ANY HUMAN REMAINS, CULTURAL, ARCHAEOLOGICAL, HISTORICAL, PALEONTOLOGICAL, OR SCIENTIFIC OBJECTS AND SITES ARE DISCOVERED, THE PERMITTEE SHALL STOP OPERATIONS IN THE IMMEDIATE AREA

OF THE DISCOVERY, PROTECT SUCH RESOURCES, AND IMMEDIATELY NOTIFY THE BLM AUTHORIZED OFFICER (AO) OF THE DISCOVERY. THE IMMEDIATE AREA OF THE DISCOVERY MUST BE PROTECTED UNTIL THE OPERATOR IS NOTIFIED TO RESUME OPERATIONS BY THE AO.

IN CONNECTION WITH ALLOTMENT OPERATIONS UNDER THIS AUTHORIZATION, IF SPECIAL STATUS SPECIES OF PLANTS OR ANIMALS ARE DOCUMENTED, APPROPRIATE MEASURES, IF NEEDED, WILL BE TAKEN TO PROTECT THEM.

MAINTENANCE OF ALL BLM RANGE IMPROVEMENTS WITHIN THE ALLOTMENT(S) INCLUDED IN THIS PERMIT WILL BE THE RESPONSIBILITY OF THE PERMITTEESSEE.

OPERATOR COPY

AUTH NUMBER: 1103820

DATE PRINTED: 4/7/2009

IT IS THE RESPONSIBILITY OF THE PERMITTEE/LESSEE TO INSTALL AND MAINTAIN WILDLIFE ESCAPEMENT RAMPS IN ALL WATERING FACILITIES AND TROUGHS THAT OCCUR ON THE BLM PUBLIC LANDS WITHIN THEIR ALLOTMENTS(S) OR ARE PART OF A BLM RANGE IMPROVEMENT.

THE ALLOTMENTS SHOWN ON THIS PERMIT/LEASE SHALL MEET THE REQUIREMENTS AS DESCRIBED IN 43 CFR SUBPART 4180 - FUNDAMENTALS OF RANGELAND HEALTH AND THE STANDARDS AND GUIDELINES FOR GRAZING ADMINISTRATION.

ANY CHANGES IN MANAGEMENT WILL BE BASED UPON RESOURCE EVALUATIONS AND ANALYSIS AS SCHEDULED AND COMPLETED BY THE FIELD OFFICE MANAGER.

THE PERMITTEE/LESSEE WILL NOTIFY BLM OF ANY OCCURRENCES OF NOXIOUS OR INVASIVE WEED INFESTATIONS ON THEIR ALLOTMENT(S).

ALLOTMENT SUMMARY (AUMS)

<u>ALLOTMENT</u>	<u>ACTIVE AUMS</u>	<u>SUSPENDED AUMS</u>	<u>TEMP SUSPENDED AUMS</u>	<u>GRAZING PREFERENCE</u>
04320 BLACKFOOT RIVER	317	0	0	317
14319 LITTLE BLACKFOOT RIVER	3	0	0	3

OPERATOR COPY

AUTH NUMBER: 1103820

DATE PRINTED: 4/7/2009

1. Grazing permit or lease terms and conditions and the fees charged for grazing use are established in accordance with the provisions of the grazing regulations now or hereafter approved by the Secretary of the Interior.
2. They are subject to cancellation, in whole or in part, at any time because of:
 - a. Noncompliance by the permittee/lessee with rules and regulations.
 - b. Loss of control by the permittee/lessee of all or a part of the property upon which it is based.
 - c. A transfer of grazing preference by the permittee/lessee to another party.
 - d. A decrease in the lands administered by the Bureau of Land Management within the allotment(s) described.
 - e. Repeated willful unauthorized grazing use.
 - f. Loss of qualifications to hold a permit or lease.
3. They are subject to the terms and conditions of allotment management plans if such plans have been prepared. Allotment management plans MUST be incorporated in permits or leases when completed.
4. Those holding permits or leases MUST own or control and be responsible for the management of livestock authorized to graze.
5. The authorized officer may require counting and/or additional or special marking or tagging of the livestock authorized to graze.
6. The permittee's/lessee's grazing case file is available for public inspection as required by the Freedom of Information Act.
7. Grazing permits or leases are subject to the nondiscrimination clauses set forth in Executive Order 11246 of September 24, 1964, as amended. A copy of this order may be obtained from the authorized officer.
8. Livestock grazing use that is different from that authorized by a permit or lease MUST be applied for prior to the grazing period and MUST be filed with and approved by the authorized officer before grazing use can be made.
9. Billing notices are issued which specify fees due. Billing notices, when paid, become a part of the grazing permit or lease. Grazing use cannot be authorized during any period of delinquency in the payment of amounts due, including settlement for unauthorized use.
10. Grazing fee payments are due on the date specified on the billing notice and MUST be paid in full within 15 days of the due date, except as otherwise provided in the grazing permit or lease. If payment is not made within that time frame, a late fee (the greater of \$25 or 10 percent of the amount owed but not more than \$250) will be assessed.
11. No Member of, or Delegate to, Congress or Resident Commissioner, after his/her election or appointment, or either before or after he/she has qualified, and during his/her continuance in office, and no officer, agent, or employee of the Department of the Interior, other than members of Advisory committees appointed in accordance with the Federal Advisory Committee Act (5 U.S.C. App.1) and Sections 309 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) shall be admitted to any share or part in a permit or lease, or derive any benefit to arise therefrom; and the provision of Section 3741 Revised Statute (41 U.S.C. 22), 18 U.S.C. Sections 431-433, and 43 CFR Part 7, enter into and form a part of a grazing permit or lease, so far as the same may be applicable.

THIS GRAZING LEASE:

1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES
2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED:

SIGNATURE OF LESSEE: _____ DATE: _____

APPROVED

BLM AUTHORIZED OFFICER: _____ DATE: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

March 30, 2010

Thomas P Rich
592 N 1089 E
Jackson ID 83350

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

RE: Change of Ownership for Water Right No(s). 27-4091, 27-4092, 27-11350, 27-11351, 27-11352, 27-11353, 27-11354 & 27-11355

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records for water rights 27-4091, 27-11350, 27-11351, 27-11352 and 27-11353 to reflect the change in ownership and has enclosed computer-generated reports for your records. The ownership change for water right 27-11355 will be complete on the adjudication side of the departments processing you will receive a separate acknowledgement letter for that water right. As per our deficiency letter dated March 24, 2010 and our phone conversation with Mr. Roger Ling on March 30, 2010 our department is waiting for additional information before we can complete your request for water rights 27-4092 and 27-11354.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Roger D Ling
Bingham Ground Water District
Water District 27

SCANNED
MAR 30 2010



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

March 24, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Thomas Rich
592 N 1089 E
Jackson ID 83350

RE: Change in Ownership Water Right No. 27-4091, 27-4092, 27-11350, 27-11351, 27-11352, 27-11353, 27-11354 & 27-11355

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Filing Fee** of \$100 per water right for changes resulting from division of a water right

**** **Evidence of Water Right Ownership:** copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found some discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice. I have enclosed a copy of the water right(s) for your reference.

During our review our department found sufficient evidence to complete the owners change for water right numbers 27-4091, 27-11350, 27-11351, 27-11352 & 27-11353.

However during our review we found discrepancies with the property purchased and the place of use of the water rights 27-4092, 27-11354 & 27-11355. According to legal description of the Warranty Deeds attached to your application you do not own property within the NWNW quarter of Township 5 South Range 40 East Section 2 (which according to the taxlot data is owned by BLM) or SENW quarter of Township 5 South Range 40 East Section 2 (which according to the taxlot data is owned by Oleson) both quarter quarter are part of the place of use of water right 27-4092. According to legal description of the Warranty Deeds attached to your application you do not own property within the NWNW quarter of Township 4 South Range 40 East Section 33 which is the place of use of water right 27-11354, also according to this water right it is part of a state least G 8552. According to legal description of the Warranty Deeds attached to your application you do not own property within the NENW and NWNW both located within Township 5 South Range 40 East Section 5 (Rich lease according to taxlot data) and NENE, NWNE, NENW and NWNW all located within Section 5 South Range 40 East Section 6 (Rich Lease according to taxlot data). Please find 2 maps attached showing the place of use of water rights 27-4092 and 27-11355. In order for the department to split a water right we require a \$100.00 fee per water right to complete that

SCANNED

MAR 2 2010

transaction. The department does acknowledge receipt of \$175.00 receipt no. E035656. If you do not believe any of these water rights will require a split please submit documentation indicating you ownership or a lease agreement with the property owners. Please review the attached documentation and submit the necessary items for our department to complete your application.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. **If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.**

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Roger D Ling
121 W 100 S
PO Box 623
Rupert ID 83350

SCANNED

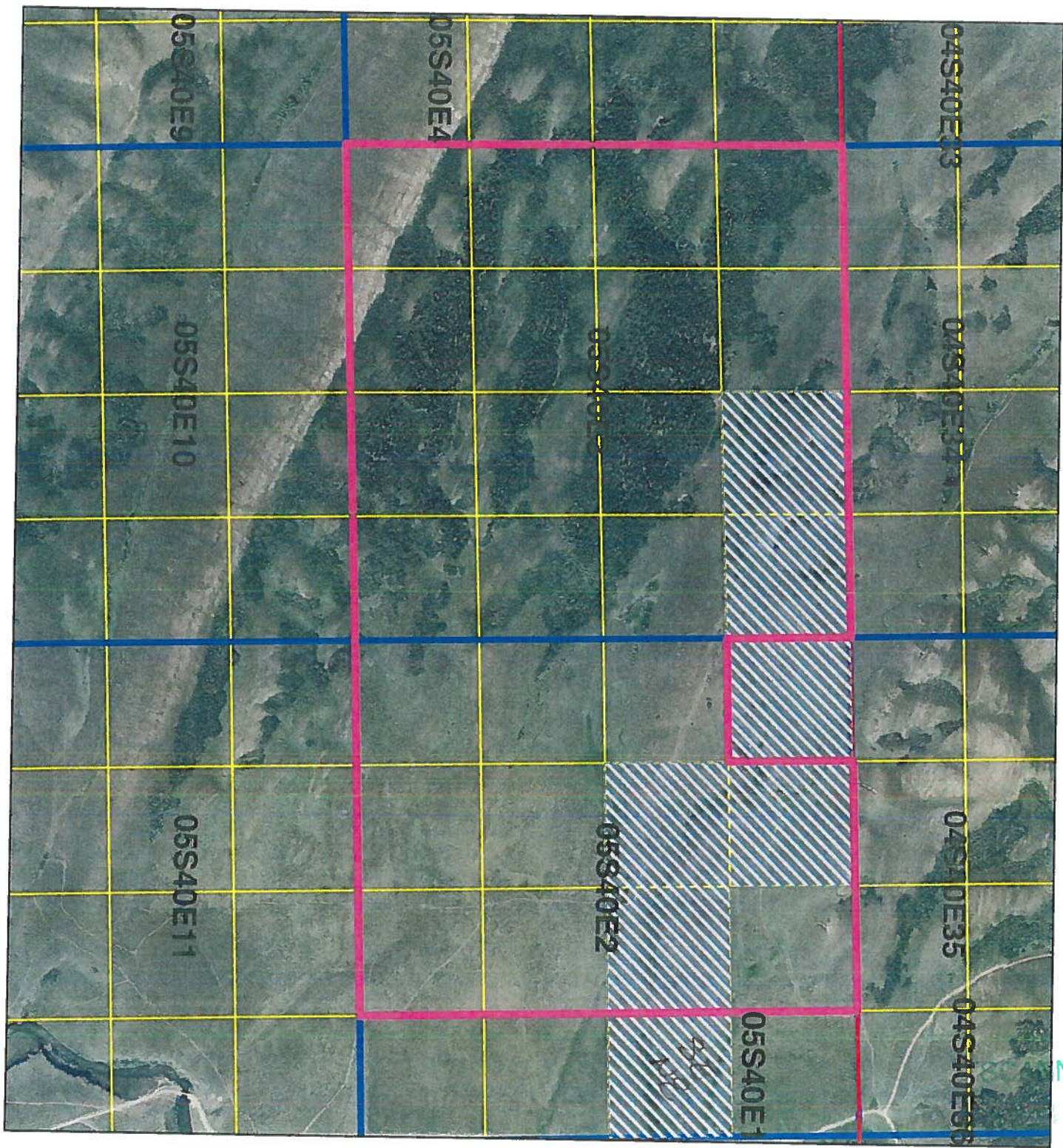
MAR 2 2010

Idaho Department of Water Resources

NED
2010

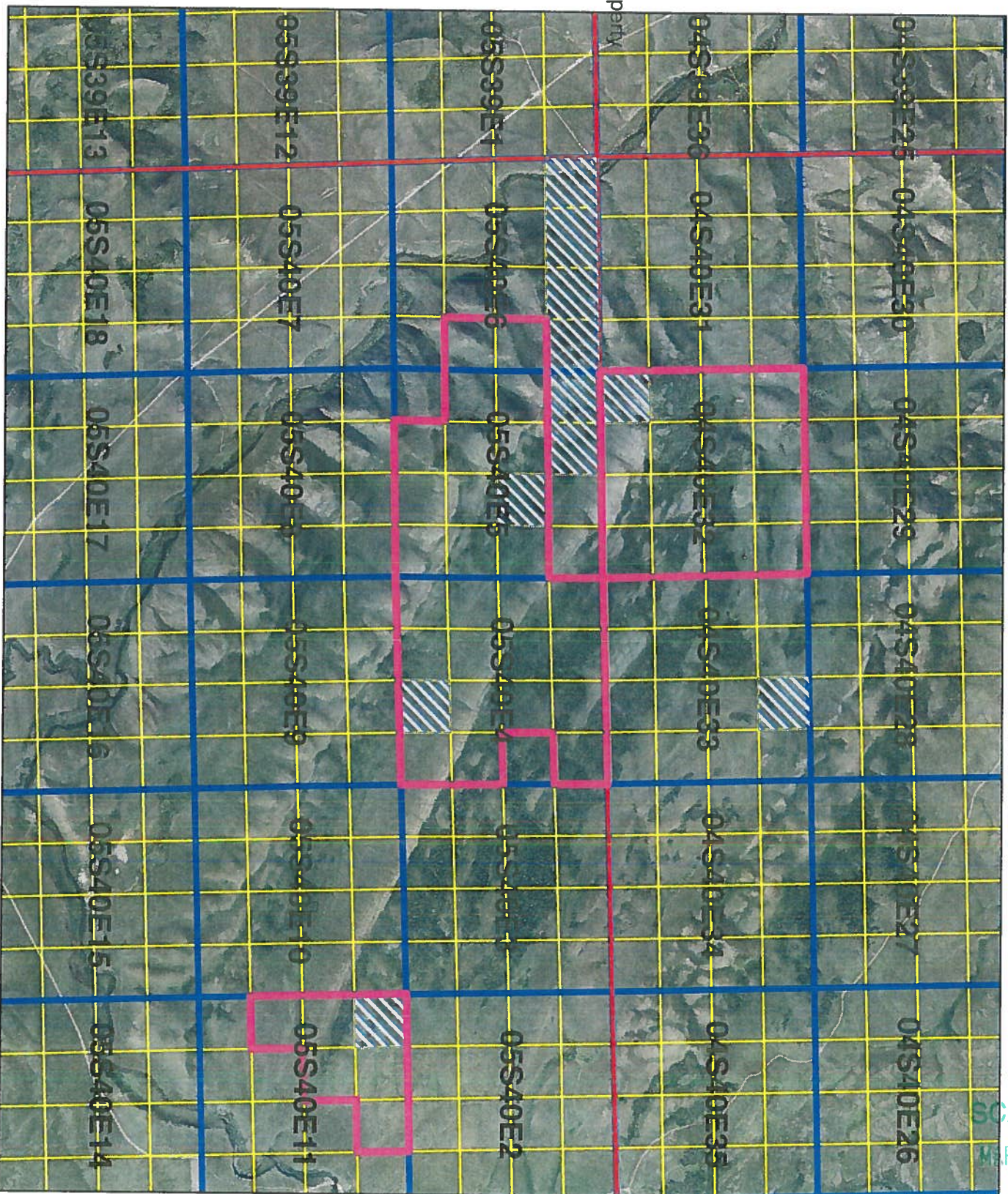
Legend

- Thomas Rich property
- Place of Use 27-4092
- Township/Range
- Sections
- QQ
- Taxlots



Layout Created by:
Jonie Barg
Date:
March 24, 2010

SCANNED
MAR 26 2010



March 24, 2010

Roger D. Ling
Attorney at Law
121 W. 100 S
P.O. Box 623
Rupert, Idaho 83350
Tele: 208-434-2717
March 16, 2010

RECEIVED
MAR 18 2010
Department of Water Resources
Eastern Region

Idaho Department of Water Resources
Eastern Division
900 North Skyline Drive
Idaho Falls, ID 83402-1718

Re: Notice of Change in Water Right Ownership for Thomas P. Rich

Dear Sirs:

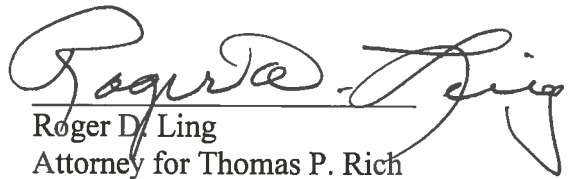
Please find enclosed a Notice of Change in Water Right Ownership duly executed by the new owner, Thomas P. Rich. With the Notice we are enclosing a copy of the Warranty Deed in which the property and appurtenant water rights were conveyed to Thomas P. Rich.

I have also enclosed my check in the sum of \$175.00 in payment of the filing fee for the following water rights that have been Partially Decreed, to-wit:

WR Nos. 27-04091, 27-04092, 27-11350, 27-11351, 27-11352, 27-11353
and 27-11354.

It is my understanding that there is no fee due for the WR 27-11355 that is now pending in the SRBA .

Very truly yours,


Roger D. Ling
Attorney for Thomas P. Rich

Cc: Thomas P. Rich

SCANNED
MAR 30 2010

Bingham Groundwater District
WD # 27

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
MAR 18 2010
Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
27-04091 ^{OK}	same		27-11354 [?]	same	
27-04092 [?]	same		27-11355 [?]	will be completed in Eastern	
27-11350 ^{OK}	same				
27-11351 ^{OK}	same				
27-11352 ^{OK}	same				
27-11353 ^{OK}	same				

2. The following **REQUIRED** information must be submitted with this form:

SUPPORT DATA

IN FILE # 27-4091

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) R.C. Rich Sheep Company, L.L.P., formerly known as R C Rich Sheep Co
P.O. Box 369, Burley, ID 83318
4. New Owner/Claimant(s) Thomas P. Rich
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 592 N. 1089 E.
- City, State and ZIP Code Jackson, ID 83350
- New Telephone Number 208) 436-0203 Email: _____

SCANNED
MAR 30 2010

5. Date you acquired the property August 24, 2009
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Thomas Page Lusk
(title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by SC
 Received by SC
 Processed by _____ AJ

Date _____
 Date 3/18/10
 Date _____

Receipt Amt. \$175.50
 Receipt No. 2035656
 WR _____ Date _____

COPY

RECEIVED
MAR 18 2010
Department of Water Resources
Eastern Region

After recording send to:

Roger D. Ling
Attorney at Law
P. O. Box 623
Rupert, Idaho 83350-0623
Telephone (208) 434-2717

Instrument # 610464

BINGHAM COUNTY

8-31-2009 03:18:06 No. of Pages: 4

Recorded for : #20421 BARKER ROSHOLT & SIMPSON

SARA J. STAUB Fee: 12.00

Ex-Officio Recorder Deputy

Recording Information

WARRANTY DEED

THIS INDENTURE, made this 24th day of August, 2009, between R. C. Rich Sheep Company, L.L.P. ("Grantor"), an Idaho limited liability partnership, formerly known as R. C. Rich Sheep Company, a general partnership, a partnership consisting of Elwood M. Rich, Thomas P. Rich, C. Lorraine Rich Pihlstrom, and Ronn C. Rich of 333 W. 20th Street, Burley, Idaho 83318, parties of the first part, and Thomas P. Rich ("Grantee") of 592 N. 1089 E., Jackson, Idaho 83350, the party of the second part.

WITNESSETH: That the said parties of the first part, for good and valuable consideration and in the dissolution and distribution of assets to partners of R. C. Rich Sheep Company, L.L.P., or their assigns, do by these presents grant, bargain, sell and convey unto said party of the second part, and to his heirs, representatives and assigns, all of those certain lots, pieces or parcel of land, situate, lying and being in the County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

TOWNSHIP 4 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN

Section 29: South ½ of the North ½ and the South ½

Section 31: All

Section 32: All

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. SUBJECT TO any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and

WARRANTY DEED

- 1 -

SCANNED

MAR 30 2010

excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

TO HAVE AND TO HOLD, and all singular the said premises, together with the appurtenances, unto the party of the second part, and to his heirs, representatives and assigns forever.

IN WITNESS WHEREOF, that the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

R. C. RICH SHEEP COMPANY, L. L. P.

By: Elwood M. Rich
Elwood M. Rich - Partner

By: Thomas P. Rich
Thomas P. Rich - Partner

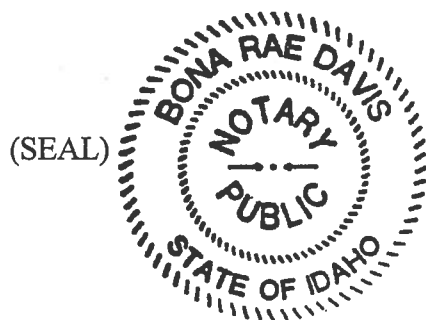
By: C. Lorraine Rich Pihlstrom
C. Lorraine Rich Pihlstrom - Partner

By: Ronn C. Rich
Ronn C. Rich - Partner

STATE OF IDAHO)
) ss.
County of Cassia)

On this 24th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Elwood M. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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

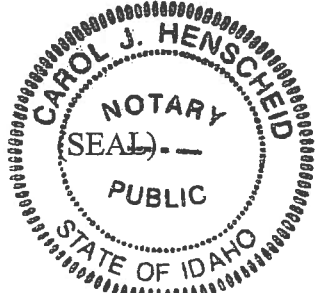


Bona Rae Davis
Notary Public for Idaho
Residing at: Burley
My Commission expires: 7/5/2014

STATE OF IDAHO)
) ss.
County of CASSIA)

On this 24 day of AUGUST, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas P. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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



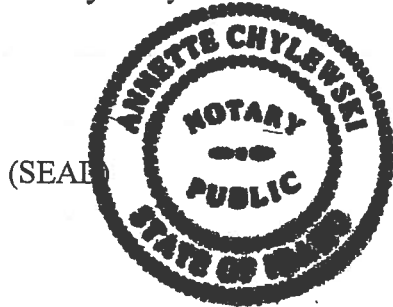
Carol J. Henscheid
Notary Public for Idaho
Residing at: Burley, ID
My Commission expires: 09-11-2009

WARRANTY DEED

STATE OF Idaho)
County of Ada) ss.

On this 26th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **C. Lorraine Rich Pihlstrom**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that she executed the same.

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

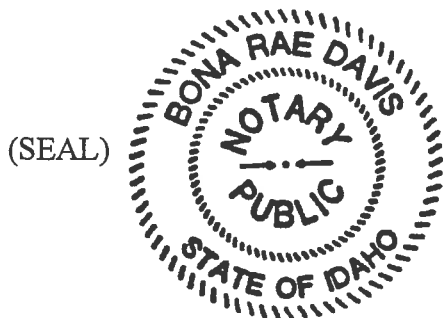


Annette Chylowski
Notary Public for Idaho
Residing at: Boise Idaho
My Commission expires: 1-12-2011

STATE OF IDAHO)
County of Cassia) ss.

On this 24th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ronn C. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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



Bona Rae Davis
Notary Public for Idaho
Residing at: Burley
My Commission expires: 7/5/2014

RECEIVED

MAR 18 2010

Department of Water Resources
Eastern Region

After recording send to:

Roger D. Ling
Attorney at Law
P. O. Box 623
Rupert, Idaho 83350-0623
Telephone (208) 434-2717

Recording Information

WARRANTY DEED

THIS INDENTURE, made this 28th day of August, 2009, between R. C. Rich Sheep Company, L.L.P. ("Grantor"), an Idaho limited liability partnership, formerly known as R. C. Rich Sheep Company, a general partnership, a partnership consisting of Elwood M. Rich, Thomas P. Rich, C. Lorraine Rich Pihlstrom, and Ronn C. Rich of 333 W. 20th Street, Burley, Idaho 83318, parties of the first part, and Thomas P. Rich ("Grantee") of 592 N. 1085 E., Jackson, Idaho 83350, the party of the second part.

WITNESSETH: That the said parties of the first part, for good and valuable consideration and in the dissolution and distribution of assets to partners of R. C. Rich Sheep Company, L.L.P., or their assigns, do by these presents grant, bargain, sell and convey unto said party of the second part, and to his heirs, representatives and assigns, all of those certain lots, pieces or parcel of land, situate, lying and being in the County of Caribou, State of Idaho, bounded and particularly described as follows, to-wit:

TOWNSHIP 5 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN

- Section 2: Government Lots 2 and 3; Southwest $\frac{1}{4}$; South $\frac{1}{2}$
Northwest $\frac{1}{4}$; Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$; West $\frac{1}{2}$
Southeast $\frac{1}{4}$
- Section 3: All
- Section 4: Government Lots 1, 2, 3 and 4; Southeast $\frac{1}{4}$; East $\frac{1}{2}$
Southwest $\frac{1}{4}$; Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$; South $\frac{1}{2}$
Northwest $\frac{1}{4}$; Southwest $\frac{1}{4}$ Northeast $\frac{1}{4}$; Southwest $\frac{1}{4}$
Southwest $\frac{1}{4}$
- Section 5: Southeast $\frac{1}{4}$; South $\frac{1}{2}$ Northeast $\frac{1}{4}$; South $\frac{1}{2}$ Northwest $\frac{1}{4}$;
East $\frac{1}{2}$ Southwest $\frac{1}{4}$; Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$
- Section 6: Southeast $\frac{1}{4}$ Northeast $\frac{1}{4}$; Northeast $\frac{1}{4}$ Southeast $\frac{1}{4}$
- Section 8: North $\frac{1}{2}$ Northeast $\frac{1}{4}$; Southeast $\frac{1}{4}$ Northeast $\frac{1}{4}$
- Section 9: All
- Section 10: All of Section 10 except Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$
- Section 11: North $\frac{1}{2}$ Northwest $\frac{1}{4}$; Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$;
Northwest $\frac{1}{4}$ Northeast $\frac{1}{4}$; Northwest $\frac{1}{4}$ Southwest $\frac{1}{4}$;

WARRANTY DEED

Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$
Section 15: North $\frac{1}{2}$ Northwest $\frac{1}{4}$

SAVE AND EXCEPT that parcel located in the Northwest $\frac{1}{4}$ and South $\frac{1}{2}$ of Section 9, the Southwest $\frac{1}{4}$ of Section 10, and the North $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 15, all in Township 5 South, Range 40 East of the Boise Meridian, more particularly described as follows:

A parcel of land located in the Northwest $\frac{1}{4}$ and in the South $\frac{1}{2}$ of Section 9, and the Southwest $\frac{1}{4}$ of Section 10, and in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 15, more particularly described as follows:
Beginning at the Southeast corner of Section 9, the same being marked and witnessed by a 2-inch aluminum cap monument set by the survey dated July 11, 2009;

Thence South $89^{\circ}21'13''$ West along the south boundary line of said section for a distance 4612.59 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169";

Thence North $00^{\circ}29'14''$ East for a distance of 3814.86 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169";

Thence South $62^{\circ}54'28''$ East along the extension of a fence line and the fence line thereof for a distance of 6340.55 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169" set at a fence corner;

Thence leaving said fence line and coursing South $60^{\circ}24'07''$ East for a distance of 1788.39 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169" set at the northeast corner of the North half of the Northwest quarter of Section 15;

Thence along the east, south and west boundaries of said North half for the following three (3) courses:

1. Thence South $00^{\circ}31'33''$ West for a distance of 1323.69 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169";
2. Thence North $89^{\circ}47'24''$ West for a distance of 2624.60 feet to a $\frac{5}{8}$ " reinforcement bar with cap tagged, "GVS PLS 9169";
3. Thence North $00^{\circ}43'18''$ East for a distance of 1322.44 feet to the Point of Beginning

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. SUBJECT TO any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that

WARRANTY DEED

the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

TO HAVE AND TO HOLD, and all singular the said premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, that the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

R. C. RICH SHEEP COMPANY, L. L. P.

By: Elwood M. Rich
Elwood M. Rich - Partner

By: Thomas P. Rich
Thomas P. Rich - Partner

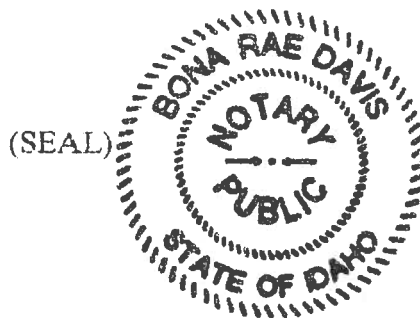
By: C. Lorraine Rich Pihlstrom
C. Lorraine Rich Pihlstrom - Partner

By: Ronn C. Rich
Ronn C. Rich - Partner

STATE OF IDAHO)
) ss.
County of Cassia)

On this 24th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Elwood M. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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



Bona Rae Davis

Notary Public for Idaho

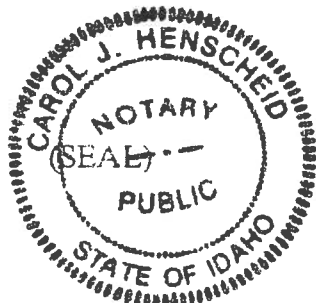
Residing at: Burley

My Commission expires: 7/5/2014

STATE OF IDAHO)
) ss.
County of CASSIA)

On this 24 day of AUGUST, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas P. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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



Carol J. Henscheid

Notary Public for Idaho

Residing at: BURLEY, IDAHO

My Commission expires: 09-11-2009

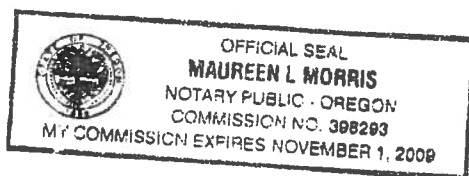
WARRANTY DEED

STATE OF Oregon)
County of Lincoln) ss.

On this 18 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **C. Lorraine Rich Pihlstrom**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that she executed the same.

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)



Maureen L. Morris
Notary Public for Oregon
Residing at: Newport
My Commission expires: 11-1-2009

STATE OF IDAHO)
County of Cassia) ss.

On this 24th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ronn C. Rich**, known to me to be the person whose name is subscribed to the within instrument, and known to be a partner in R. C. Rich Sheep Company, L. L. P., and acknowledged to me that he executed the same.

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)



Bona Rae Davis
Notary Public for Idaho
Residing at: Burley
My Commission expires: 7/5/2014

WARRANTY DEED