

RECEIVED

JAN 14 2011

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 79-2026A ✓	Yes ☐		Yes ☐		Yes ☐
PD 79-4410 ✓	Yes ☐		Yes ☐		Yes ☐
PD 79-4411 ✓	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Evergreen Land and Cattle
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Wilks Ranch Idaho, Ltd.
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
P.O. Box 1587
Mailing address
Cisco TX 76437
City State ZIP
817-850-1008 jsullivan@fractech.net
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: November 19, 2010

6. 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.

7. Signature: Beth Maynard Vice President 1-13-11
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 1-14-11 Receipt No. W038940 Receipt Amt. 475.

Approved by _____ Processed by [Signature] Date 1-19-11

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 79-2026A

475894

Recording Requested By and
When Recorded Return to:

Wilks Ranch
P.O. Box 1587
Cisco, Texas 76437
Attn: Jessica Sullivan

Instrument # 475894

IDAHO COUNTY, IDAHO,

11-19-2010 02:51:43 No. of Pages: 10

Recorded for : INLAND TITLE

ROSE E. GEHRING

Ex-Officio Recorder Deputy *Agren* Fee: 37.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

Date: November 12, 2010

Grantor(s): Evergreen Land and Cattle, an Idaho general partnership

Grantee(s): Wilks Ranch Idaho, Ltd., a Texas limited partnership

Grantee's Mailing Address: P.O. Box 1587
Cisco, TX 76437
Eastland County

Consideration: Ten and No 100th Dollars (\$10.00) and other good consideration and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Premises (including any improvements): See Exhibit "A"

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the Premises or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, claims of easement or encumbrances which are not shown by the public records, but which appear on the Premises.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title of the Premises, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Premises, and that are not shown by the public records.
4. Unpatented mining claims and any reservations or exceptions in patents or state deeds or in acts authorizing the issuance thereof, whether or not shown by the public records.

5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 2010, which are a lien, and are not yet due and payable.
8. Subject to liens for any taxes deferred by virtue of the designation of the insured property, or any portion thereof, as Forest Lands as provided in Section 63-17001, et seq., Idaho Code.
9. Reservations in the following United States Patents including the reservation of coal and other minerals, together with the appurtenant rights to use the surface of the land:

Recorded May 23, 1921 in Book 47 of Deeds, at page 318; (part Parcel 1)
Recorded September 30, 1921 in Book 47 of Deeds, at page 548; (part Parcel 1)
Recorded December 6, 1921 in Book 49 of Deeds, at page 92; (part Parcel 1)
Recorded June 1, 1922 in Book 49 of Deeds, at page 444; (part Parcel 1)
Recorded December 14, 1923 in Book 51 of Deeds, at page 335; (part Parcel 1)
Recorded March 18, 1924 as Instrument Number 74629; (part Parcel 1)
Recorded September 29, 1924 as Instrument Number 76019; (part Parcel 1)
Recorded February 4, 1927 as Instrument Number 83414; (part Parcel 1)
Recorded May 14, 1927 as Instrument Number 84091; (part Parcel 1)
Recorded April 21, 1928 as Instrument Number 86812; (part Parcel 1)
Recorded July 19, 1928 as Instrument Number 87434; (part Parcel 1)
Recorded February 17, 1930 as Instrument Number 92077; (part Parcel 1)
Recorded October 9, 1930 as Instrument Number 93895; (part Parcel 1)
Recorded August 9, 1933 as Instrument Number 102150; (part Parcel 1)
Recorded March 28, 1934 as Instrument Number 103984; (part Parcel 1)
Recorded January 15, 1937 as Instrument Number 116178; (part Parcel 1)
Recorded April 13, 1938 as Instrument Number 121389; (part Parcel 1)
Recorded November 30, 1943 as Instrument Number 143549; (part Parcel 1).

10. HELLS CANYON NATIONAL RECREATION AREA EASEMENT DEED to the UNITED STATES OF AMERICA recorded May 27, 1986 as Instrument Number 327148.
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 7, 1990 as Instrument Number 356894, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Parcel 1)

EVERGREEN LAND AND CATTLE,
a General Partnership

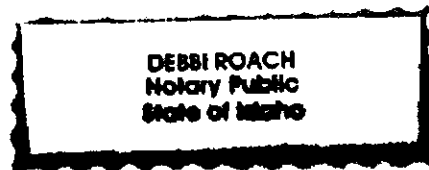
By: Elaine M. Hitchcock
Elaine M. Hitchcock, a General Partner

STATE OF IDAHO)
) ss.
County of Valley)

On this 17 day of November, 2010, before me, Debbi Roach,
a Notary Public in and for said state, personally appeared Elaine M. Hitchcock, known or
identified to me to be a General Partner of Evergreen Land and Cattle, and the General Partner
who subscribed said partnership name to the foregoing instrument, and acknowledged to me that
she executed the same in said partnership name.

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

Debbi Roach
Notary Public for Idaho
Residing at New Meadows
My commission expires 8/31/2013



EVERGREEN LAND AND CATTLE,
a General Partnership

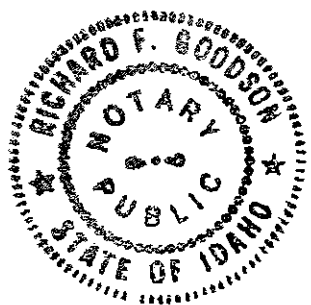
By: Todd Hitchcock
Todd M. Hitchcock, a General Partner

By: Curtis R. Hitchcock
Curtis R. Hitchcock,
his Attorney In Fact

STATE OF IDAHO)
) ss.
County of Ada)

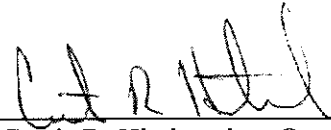
On this 12th day of November, 2010, before me, Richard F. Goodson,
a Notary Public in and for said state, personally appeared Curtis R. Hitchcock, known or
identified to me to be the person whose name is subscribed to the within instrument as the
attorney-in-fact of Todd M. Hitchcock, and acknowledged to me that he subscribed the name of
Todd M. Hitchcock thereto as principal and his own name as attorney-in-fact.

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



Richard F. Goodson
Notary Public for Idaho
Residing at Bonnie, Idaho
My commission expires October 22, 2012

EVERGREEN LAND AND CATTLE,
a General Partnership

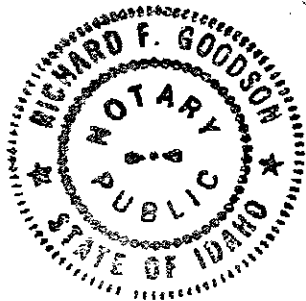
By: 
Curtis R. Hitchcock, a General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of November, 2010, before me, Richard F. Goodson,
a Notary Public in and for said state, personally appeared Curtis R. Hitchcock, known or
identified to me to be a General Partner of Evergreen Land and Cattle, and the General Partner
who subscribed said partnership name to the foregoing instrument, and acknowledged to me that
he executed the same in said partnership name.

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


Notary Public for Idaho
Residing at Boise, Idaho
My commission expires October 22, 2012



EVERGREEN LAND AND CATTLE,
a General Partnership

By: Renee Howley
Renee E. Howley (formerly known as
Renee E. Hitchcock), a General Partner

By: Curtis R. Hitchcock
Curtis R. Hitchcock,
her Attorney In Fact

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of November, 2010, before me, Richard F. Goodson,
a Notary Public in and for said state, personally appeared Curtis R. Hitchcock, known or
identified to me to be the person whose name is subscribed to the within instrument as the
attorney-in-fact of Renee E. Howley, and acknowledged to me that he subscribed the name of
Renee E. Howley thereto as principal and his own name as attorney-in-fact.

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



Richard F. Goodson
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires October 22, 2012

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

Evergreen Land and Cattle

PARCEL 1:

Township 28 North, Range 2 West, Boise Meridian, Idaho County, Idaho

Section 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 5: Government Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$;

Section 6: Government Lots 2, 3, 4, 5, 6, 7 and 8, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 7: Government Lots 1, 2 and 3;

Section 8: Government Lots 1, 2, 3 and 4;

Section 9: Government Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Township 28 North, Range 3 West, Boise Meridian, Idaho County, Idaho Section 1: All

Section 2: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Government Lots 1 and 2, SE $\frac{1}{4}$;

Section 3: Government Lot 2;

Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Government Lots 1 and 2;

Section 12: Government Lots 1, 2, 3, 4 and 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;

Township 29 North, Range 2 West, Boise Meridian, Idaho County, Idaho

Section 2: NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Section 4: SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Section 7: E $\frac{1}{2}$ of section, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Government Lots 3 and 4;

Section 8: All

Section 9: All

Section 10: All

Section 11: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$;

Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 14: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 15: All

Section 17: NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$;

Section 18: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Government Lots 1, 3 and 4;

Section 19: W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, Government Lots 1, 2, 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$,

W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 21: E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 22: N $\frac{1}{2}$, SW $\frac{1}{4}$;

Section 23: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Section 29: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 30: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Government Lots 1, 2, 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Section 31: NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, Government Lots 1, 2, 3 and 4, W $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$;

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES CONTINUED

Township 29 North, Range 3 West, Boise Meridian, Idaho County, Idaho

Section 13: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Section 23: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 24: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;

Section 25: All

Section 26: E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 34: Government Lots 2 and 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 35: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;

475895

Instrument # 475895

IDAHO COUNTY, IDAHO,
11-19-2010 02:51:43 No. of Pages: 4
Recorded for : INLAND TITLE
ROSE E. GEHRING Fee: 19:00
Ex-Officio Recorder Deputy Agan

Recording Requested By and
When Recorded Return to:

Wilks Ranch
P.O. Box 1587
Cisco, Texas 76437
Attn: Jessica Sullivan

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

Date: November 11, 2010

Grantor(s): Richard M. and Dixie L. Hitchcock,
husband and wife

Grantee(s): Wilks Ranch Idaho, Ltd., a Texas limited
partnership

Grantee's Mailing Address: P.O. Box 1587
Cisco, TX 76437
Eastland County

Consideration: Ten and No 100th Dollars (\$10.00) and other
good consideration and valuable consideration,
the receipt and sufficiency of which are hereby
acknowledged.

Premises (including any improvements): See Exhibit "A"

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the Premises or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, claims of easement or encumbrances which are not shown by the public records, but which appear on the Premises.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title of the Premises, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Premises, and that are not shown by the public records.
4. Unpatented mining claims and any reservations or exceptions in patents or state deeds or in acts authorizing the issuance thereof, whether or not shown by the public records.

5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 2010, which are a lien, and are not yet due and payable.
8. Subject to liens for any taxes deferred by virtue of the designation of the insured property, or any portion thereof, as Forest Lands as provided in Section 63 17001, et seq., Idaho Code.
9. Reservations in the following United States Patents including the reservation of coal and other minerals, together with the appurtenant rights to use the surface of the land:

Recorded December 2, 1922 in Book 50 of Deeds, at page 254;
Recorded November 30, 1943 as Instrument Number 143549;
10. NONEXCLUSIVE ROAD EASEMENT to THE UNITED STATES OF AMERICA recorded April 30, 1982 as Instrument Number 297681.
11. RECIPROCAL ACCESS EASEMENT, including the terms and conditions therein, recorded November 20, 2003 as Instrument Number 0432726.

THE PREMISES ARE SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Premises to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Richard M. Hitchcock

Richard M. Hitchcock

Dixie L. Hitchcock

Dixie L. Hitchcock (aka Dixie Hitchcock)

STATE OF WASHINGTON)

County of Pierce) ss.

On this 11th day of November, 2010, before me, Sean H Durfee, a Notary Public in and for said state, personally appeared Richard M. Hitchcock and Dixie L. Hitchcock (aka Dixie Hitchcock), husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.



Sean H Durfee

Notary Public for Washington

Residing at Bonney Lake

My commission expires Nov 1st 2013

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

Richard M. & Dixie L. Hitchcock

PARCEL 2:

Township 29 North, Range 2 West, Boise Meridian, Idaho County, Idaho
Section 6: Government Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Township 30 North, Range 2 West, Boise Meridian, Idaho County, Idaho
Section 30: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$;

Together with an easement for ingress and egress as described in the RECIPROCAL ACCESS
EASEMENT recorded November 20, 2003 as Instrument Number 0432726.

PARCEL 3:

Township 29 North, Range 2 West, Boise Meridian, Idaho County, Idaho

Section 4: S $\frac{1}{2}$ of Government Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Section 5: All

Township 30 North, Range 2 West, Boise Meridian, Idaho County, Idaho

Section 29: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 32: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$;

475896

Instrument # 475896
IDAHO COUNTY, IDAHO,
11-19-2010 02:51:43 No. of Pages: 4
Recorded for : INLAND TITLE
ROSE E. GEHRING Fee: 19.00
Ex-Officio Recorder Deputy *[Signature]*

Recording Requested By and
When Recorded Return to:

Wilks Ranch
P.O. Box 1587
Cisco, Texas 76437
Attn: Jessica Sullivan

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

Date: November 12, 2010

Grantor(s): Todd M. Hitchcock, a married man, dealing with
his sole and separate property, and
Curtis R. Hitchcock, an unmarried man

Grantee(s): Wilks Ranch Idaho, Ltd., a Texas limited
partnership

Grantee's Mailing Address: P.O. Box 1587
Cisco, TX 76437
Eastland County

Consideration: Ten and No 100th Dollars (\$10.00) and other
good consideration and valuable consideration,
the receipt and sufficiency of which are hereby
acknowledged.

Premises (including any improvements): See Exhibit "A"

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the Premises or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, claims of easement or encumbrances which are not shown by the public records, but which appear on the Premises.

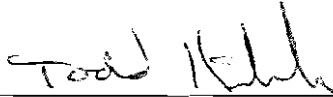
area, or any other facts that would be disclosed by an accurate and complete land survey of the Premises, and that are not shown by the public records.

4. Unpatented mining claims and any reservations or exceptions in patents or state deeds or in acts authorizing the issuance thereof, whether or not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 2010, which are a lien, and are not yet due and payable.
8. Subject to liens for any taxes deferred by virtue of the designation of the insured property, or any portion thereof, as Forest Lands as provided in Section 63-17001, *et seq.*, Idaho Code.

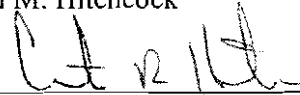
THE PREMISES ARE SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Premises to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

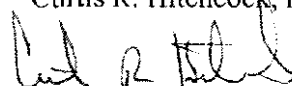
When the context requires, singular nouns and pronouns include the plural.



Todd M. Hitchcock

By: 

Curtis R. Hitchcock, his Attorney in Fact

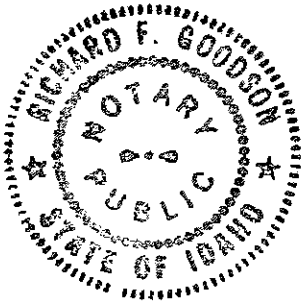


Curtis R. Hitchcock

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of November, 2010, before me,
RICHARD F. GOODSON, a Notary Public in and for said state, personally
appeared Curtis R. Hitchcock, known or identified to me to be the person whose name is
subscribed to the within instrument as the attorney-in-fact of TODD M. HITCHCOCK, and
acknowledged to me that he subscribed the name of Todd M. Hitchcock thereto as principal and
his own name as attorney-in-fact.

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

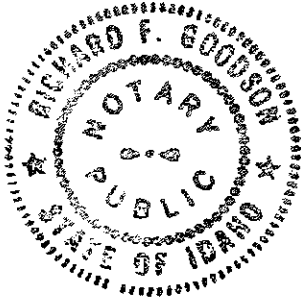


Richard F. Goodson
Notary Public for Idaho
Residing at Bose, Idaho
My commission expires October 22, 2012

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of November, 2010, before me,
RICHARD F. GOODSON, a Notary Public in and for said state, personally
appeared CURTIS R. HITCHCOCK, known or identified to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Richard F. Goodson
Notary Public for Idaho
Residing at Bose, Idaho
My commission expires October 22, 2012

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

Todd M. Hitchcock
Curtis R. Hitchcock

PARCEL 4:

Township 29 North, Range 3 West, Boise Meridian, Idaho County, Idaho
Section 36: All

475897

Instrument # 475897

IDAHO COUNTY, IDAHO,

11-19-2010 02:51:43 No. of Pages: 4

Recorded for : INLAND TITLE

ROSE E. GEHRING Fee: 19.00

Ex-Officio Recorder Deputy J. E. [Signature]

Recording Requested By and
When Recorded Return to:

Wilks Ranch
P.O. Box 1587
Cisco, Texas 76437
Attn: Jessica Sullivan

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

Date: November ____, 2010

Grantor(s): Robert T. and Elaine M. Hitchcock, husband and wife

Grantee(s): Wilks Ranch Idaho, Ltd., a Texas limited partnership

Grantee's Mailing Address: P.O. Box 1587
Cisco, TX 76437
Eastland County

Consideration: Ten and No 100th Dollars (\$10.00) and other good consideration and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Premises (including any improvements): See Exhibit "A"

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the Premises or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, claims of easement or encumbrances which are not shown by the public records, but which appear on the Premises.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title of the Premises, including discrepancies, conflicts in boundary lines, shortage in

area, or any other facts that would be disclosed by an accurate and complete land survey of the Premises, and that are not shown by the public records.

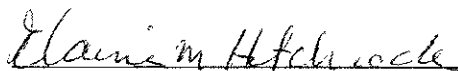
4. Unpatented mining claims and any reservations or exceptions in patents or state deeds or in acts authorizing the issuance thereof, whether or not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 2010, which are a lien, and are not yet due and payable.
8. Subject to liens for any taxes deferred by virtue of the designation of the insured property, or any portion thereof, as Forest Lands as provided in Section 63-17001, *et seq.*, Idaho Code.
9. STATE OF IDAHO EASEMENT NO. 6104 recorded October 8, 1998 as Instrument Number 402501.

THE PREMISES ARE SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Premises to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.


Robert T. Hitchcock


Elaine M. Hitchcock

STATE OF IDAHO)
) ss.
County of Valley)

On this 17 day of November, 2010, before me,
Debbi Roach, a Notary Public in and for said state, personally
appeared ROBERT T. HITCHCOCK and ELAINE M. HITCHCOCK, husband and wife, known
or identified to me to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they 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.

Debbi Roach
Notary Public for Idaho
Residing at New Meadows
My commission expires 8/31/2013

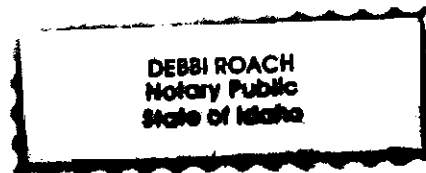


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

Robert T. & Elaine M. Hitchcock

PARCEL 5:

Township 30 North, Range 3 West, Boise Meridian, Idaho County, Idaho

Section 36: All, LESS that portion which lies North of the North boundary of that certain roadway created pursuant to State of Idaho Easement No. 6104 to wit: A strip of land forty feet wide, being twenty feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 36,

Thence North 459.00 feet along the East boundary of said Section 36 to a point, said point being the centerline of an existing road known as the Camp Thomas Road, said point also being the REAL POINT OF BEGINNING; Thence Northwesterly, 4,260.00 feet along said road centerline to a point on the North boundary of said Section 36, said point being 1,866.00 feet East of the Northwest corner of said Section 36, said point also being the TERMINUS OF SAID EASEMENT.