

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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)
WR 73-10033	DNA		WR 72-10171	OK	
WR 73-10035	DNA		72-10234	OK	
ADS 73-12028(Adj)	Split				
WR 72-4069	OK				
WR 72-7383	OK				
WR 72-4228	OK				

DEC 14 2009

Department of Water Resources
Eastern Region

RECEIVED

DEC 8 7 2009

SUPPORT DATA

Department of Water Resources
Eastern Region

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **IN FILE # 72-4069**
- 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)

Sydney M. Downton + Karen A. Downton
P.O. Box 7

Ellis, ID 83235

4. New Owner/Claimant(s)

M. Robert Ching, Manager of BBB Assets, LLC
M. Robert + Phyllis J. Ching, Trustees of The Ching Revocable Trust

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

150 Limelight Way

City, State and ZIP Code

Oroville, CA 95966

New Telephone Number

(530) 534-1291 Email: chingandco@sbcglobal.net

5. Date you acquired the property

May 9, 2008

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)

The Marshall Robert Ching and Phyllis J. Ching Revocable Trust
Mar Ching / Phyllis J. Ching, trustees - 54.07%
 (title if applicable)
Mar Ching / manager BBB Assets, LLC - 45.93%
 (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 State office Date 11-10-08
 Received by State office Date 11-10-08
 Processed by AJ Date 11-10-08

Receipt Amt. \$150.00
 Receipt No. 0087710
 WR Date

100.00 needed
need refund of \$50.00



Order No. 3070704502

238834

WARRANTY DEED

239073

For Value Received,

Sydney M. Dowton, Jr., aka Sydney M. Dowton and Karen A. Dowton, husband and wife

Custer County Rec. of
 AmeriTitle/Alliance Title
 Time 11:09 AM Date 6/24/2008
 Barbara C. Breedlove, Clerk
 Deputy \$ 6.00

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

Butte Creek Property Corporation, a California corporation as to an undivided 29% interest; BBB Assets, LLC, a Delaware limited liability company as to an undivided 45.93% interest, and Marshall Robert Ching and Phyllis J. Ching, Trustees of The Marshall Robert Ching and Phyllis J. Ching Revocable Trust as to an undivided 25.07% interest, as Tenants In Common

GRANTEE(s), whose address is: 150 Limelight Way, Oroville, CA 95966

the following described real property, to-wit:

THE FOLLOWING DESCRIBED REAL ESTATE YING AND BEING SITUATE IN TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 25: LOT 2

SECTION 26: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; LOTS ONE, THREE, FOUR, SEVEN, NINE, ELEVEN AND LOT 8 EXCEPTING LAND FROM A FENCELINE NORTH EAST, ALSO ANY PORTIONS DEEDED FOR HIGHWAY PURPOSES.

SECTION 23: LOT 3

SECTION 27: LOT 7

SECTION 35: ALL THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THAT PART DEEDED FOR HIGHWAY PURPOSES.

PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE

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 9th day of May, 2008.

Sydney M. Dowton, Jr., aka Sydney M. Dowton

Karen A. Dowton

238834
 Custer County Rec. of
 AmeriTitle/Alliance Title
 Time 2:40 PM Date 5/9/2008
 Barbara C. Breedlove, Clerk
 Deputy \$ 3.00

State of Idaho

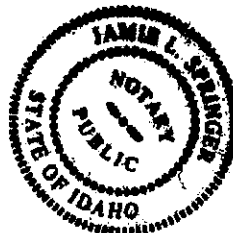
County of Blaine

On this 9th day of May, in the year 2008, before me, the undersigned, personally appeared Sydney M. Dowton, Jr., aka Sydney M. Dowton and Karen A. Dowton known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public

Commission Expires: 5/19/2010



Order No.: 3070704502L-D

THE FOLLOWING DESCRIBED REAL ESTATE LYING AND BEING SITUATE IN TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 25: LOT 2

SECTION 26: LOTS 1, 3, 4, 7, 9, 11

AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

LOT 8, EXCEPTING THEREFROM:

A TRACT OF LAND BEING PORTIONS OF LOT 6 AND LOT 8, SECTION 26, T. 16 N., R. 20 E., B.M., CUSTER COUNTY, IDAHO LOCATED BETWEEN U.S. HIGHWAY 93 AND THE SALMON RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND RUNNING
THENCE N. 89° 41' 27" E. 2467.96 FEET ALONG THE SOUTH LINE OF SECTION 26 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 93;
THENCE N. 48° 25' 00" E. 52.18 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 40.0 FEET LEFT OF CENTERLINE STATION 896+46.3; THENCE N. 89° 58' 26" W. 89.43 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 99.39 FEET LEFT OF CENTERLINE STATION 895+79.4; THENCE N. 48° 25' 00" E. 121.44 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE N. 61° 27' 47" W. 994.99 FEET ALONG A HISTORICAL PROPERTY DIVISION FENCE LINE BETWEEN THE BOGGEMAN PROPERTY AND THE DOWTON PROPERTY;
THENCE N. 32° 53' 39" W. 109.83 FEET ALONG SAID FENCE LINE TO A POINT ON THE 2001 MEANDER LINE OF THE SALMON RIVER.
THENCE N. 81° 49' 51" E. 432.49 FEET ALONG SAID 2001 MEANDER LINE;
THENCE S. 83° 01' 18" E. 108.58 FEET ALONG SAID 2001 MEANDER LINE;
THENCE S. 72° 41' 06" E. 55.28 FEET ALONG SAID 2001 MEANDER LINE;
THENCE N. 89° 00' 28" E. 292.82 FEET ALONG SAID 2001 MEANDER LINE;
THENCE N. 79° 02' 39" E. 310.44 FEET ALONG SAID 2001 MEANDER LINE;
THENCE N. 48° 13' 26" E. 79.80 FEET ALONG SAID 2001 MEANDER LINE TO A POINT ON THE 1892 MEANDER LINE OF THE SALMON RIVER;
THENCE N. 00° 43' 05" 165.00 FEET ALONG SAID 1892 MEANDER LINE;
THENCE N. 57° 28' 05" E. 617.04 FEET ALONG SAID 1892 MEANDER LINE TO A POINT ON THE NORTH LINE OF SAID LOT 6 (NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26);
THENCE N. 89° 35' 17" E. 183.50 FEET ALONG SAID NORTH LINE OF LOT 6 TO THE B.L.M. SPECIAL MEANDER CORNER MONUMENT;
THENCE N. 89° 35' 17" E. 444.32 FEET ALONG SAID NORTH LINE OF LOT 6 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 93;
THENCE S. 48° 25' 00" W. 1304.22 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 40.0 FEET LEFT OF CENTERLINE STATION 902+98.6;
THENCE N. 41° 35' 00" W. 59.39 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE S. 48° 25' 00" W. 597.74 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART DEEDED FOR HIGHWAY PURPOSES.

SECTION 23: LOT 3

SECTION 27: LOT 7

SECTION 34: LOT 1

SECTION 35: LOT 2

AND THE NORTHEAST QUARTER NORTHWEST QUARTER.

EXCEPT THAT PART DEEDED FOR THE HIGHWAY AND THAT PORTION LYING SOUTH AND EAST OF THE HIGHWAY.



Order No. 3070704502

WARRANTY DEED

For Value Received,

Sydney M. Dowton, Jr., aka Sydney M. Dowton and Karen A. Dowton, husband and wife

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

Butte Creek Property Corporation, a California corporation as to an undivided 29% interest; ~~BBB Assets, LLC, a Delaware limited liability company as to an undivided 45.93% interest;~~ and Marshall Robert Ching and Phyllis J. Ching, Trustees of The Marshall Robert Ching and Phyllis J. Ching Revocable Trust as to an undivided 25.07% interest, as Tenants in Common

GRANTEE(s), whose address is: 150 Limelight Way, Oroville, CA 95966

the following described real property, to-wit:

THE FOLLOWING DESCRIBED REAL ESTATE YING AND BEING SITUATE IN TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 25: LOT 2

SECTION 26: THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; LOTS ONE, THREE, FOUR, SEVEN, NINE, ELEVEN AND LOT 8 EXCEPTING LAND FROM A FENCELINE NORTH EAST, ALSO ANY PORTIONS DEEDED FOR HIGHWAY PURPOSES.

SECTION 23: LOT 3

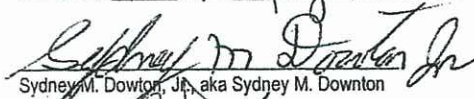
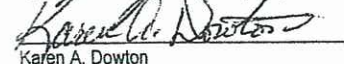
SECTION 27: LOT 7

SECTION 35: ALL THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THAT PART DEEDED FOR HIGHWAY PURPOSES.

PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE

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 9th day of May, 2008.


Sydney M. Dowton, Jr., aka Sydney M. Dowton

Karen A. Dowton

State of Idaho)
County of Bonne) ss.

On this 9th day of May, in the year 2008, before me, the undersigned, personally appeared Sydney M. Dowton, Jr., aka Sydney M. Dowton and Karen A. Dowton known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


Notary Public
Commission Expires: 5/19/2010



Endorsement

Issued by

Chicago Title Insurance Company

File No.: 3070704502L-D

Attached to Policy No.: 72106-1521428

Date: October 16, 2009

Premium: \$40.00

The policy of hereby amended by adding as a named insured therein

Marshall Robert Ching and Phyllis J. Ching, Trustees of The Marshall Robert Ching and Phyllis J. Ching Revocable Trust as to an 54.07% interest.

This endorsement does not extend the coverage of the policy to any later date than the date of the policy.

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipuations thereof to pay.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and an of any prior endorsement thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Endorsement 107.10
Owner or Lender (Reorder Form 9177)

Chicago Title Insurance Company


Authorized Signature

Recording Requested By and
When Recorded Return To:

ROBERT D. HARP, Esq.
MARSHALL, BURGHARDT, MIESKE & HARP
901 Bruce Road, Suite 270
Chico, California 95928

241657

Custer County Reg. of

Marshall, Burghardt, Mieske & Harp

Time 10:59 A.M. Date 10-16, 2009

Barbara C. Tierney, Clerk

[Signature]
Deputy

6.00

MAIL TAX STATEMENTS TO:

The Marshall Robert Ching and Phyllis J. Ching
Living Trust
150 Limelight Way
Oroville, CA 95966

APN:

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$

() computed on full value of property conveyed, or

() computed on full value of liens and encumbrances remaining at time of sale.

(x) Unincorporated area: () City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BUTTE CREEK
PROPERTY CORPORATION, a California corporation

hereby GRANT(S) to MARSHALL ROBERT CHING and PHYLLIS J. CHING, Trustees of THE
MARSHALL ROBERT CHING AND PHYLLIS J. CHING/LIVING TRUST REVOCABLE TRUST

the following described real property in the Unincorporated Area of the County of Idaho:

SEE ATTACHED EXHIBIT "A"

BUTTE CREEK PROPERTY CORPORATION, a
California corporation

By:

[Signature]
PHILIP WITT, President

State of California

County of Butte

On October 12, 2009 before me Tamera G. Flowers, notary public, personally
appeared Philip Witt who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: Tamera G. Flowers



(Seal)

241657

EXHIBIT "A"

LEGAL DESCRIPTION

An undivided twenty-nine percent (29%) interest in
THE FOLLOWING DESCRIBED REAL ESTATE YING AND BEING SITUATE IN TOWNSHIP 16 NORTH, RANGE 20
EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 25: LOT 2

SECTION 26: THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST
QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; LOTS
ONE, THREE, FOUR, SEVEN, NINE, ELEVEN AND LOT 8 EXCEPTING LAND FROM A FENCELINE NORTH EAST,
ALSO ANY PORTIONS DEEDED FOR HIGHWAY PURPOSES.

SECTION 23: LOT 3

SECTION 27: LOT 7

SECTION 35: ALL THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THAT PART DEEDED
FOR HIGHWAY PURPOSES.



P.O. Box 1169 Salmon, ID 83467- (208) 756-4231 Fax (208) 756-4232
206 Courthouse Drive
Facsimile Cover Letter

Date 12/9/2009

Attention: Joannie Bard
Company: Id Dept Water Resources
Fax No.: 208) 525-7177

Total Number of Pages (including cover sheet): 4

From: Tina

Phone: Alliance Title & Escrow Corp.
(208) 756-4231
Fax No.: (208) 756-4232

Comments: chung

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you're hereby notified that any dissemination or distribution of this communication to other than intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately at the telephone number listed above.



TITLE INSURANCE COMMITMENT

BY

Chicago Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

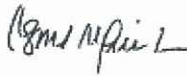
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CHICAGO TITLE INSURANCE COMPANY

By:



President



By: 

Secretary

Issued by: **Alliance Title & Escrow Corp.**

By: _____

Authorized signer

3070905328C-D

Issued by: Alliance Title & Escrow Corp

P.O. Box 1169 Salmon, ID 83467-

(208) 756-4231

SCHEDULE A

Order No.: 3070905328C-D

1. Commitment date: 11/11/2009 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
(6-17-06)
Amount: \$10,000.00
Premium: \$220.00

Proposed Insured:

Wood River Land Trust

(b) ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage
(6-17-06)
Amount: \$
Premium: \$
Endorsements: Amount: \$

(c) Second Loan Policy ☐ Standard Coverage ☐ Extended Coverage
(6-17-06)
Amount: \$
Premium: \$

Proposed Insured:

3. Fee Simple interest in the Land described in this Commitment is owned, at the Commitment Date, by:

BBB Assests, LLC, a a Delaware limited liability company as to an undivided 45.93% interest and
Marshall Robert Ching and Phyllis J. Ching, Trustees of the Marshall Robert Ching and Phyllis J.
Ching Revocable Trust as to an undivided 54.07% interest

4. The Land referred to in this Commitment is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE LYING AND BEING SITUATE IN
TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 25: LOT 2

SECTION 26: LOTS 1, 3, 4, 7, 9, 11

3070905328C-D

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, [Tina Dettloff](#)

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

LOT 8, EXCEPTING THEREFROM:

A TRACT OF LAND BEING PORTIONS OF LOT 6 AND LOT 8, SECTION 26, T. 16 N., R. 20 E., B.M., CUSTER COUNTY, IDAHO LOCATED BETWEEN U.S. HIGHWAY 93 AND THE SALMON RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26 AND RUNNING THENCE N. 89° 41' 27" E. 2467.96 FEET ALONG THE SOUTH LINE OF SECTION 26 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 93; THENCE N. 48° 25' 00" E. 52.18 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 40.0 FEET LEFT OF CENTERLINE STATION 896+46.3; THENCE N. 89° 58' 26" W. 89.43 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 99.39 FEET LEFT OF CENTERLINE STATION 895+79.4; THENCE N. 48° 25' 00" E. 121.44 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION:

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THENCE N. 00° 43' 05" 165.00 FEET ALONG SAID 1892 MEANDER LINE;

THENCE N. 57° 28' 05" E. 617.04 FEET ALONG SAID 1892 MEANDER LINE TO A POINT ON THE NORTH LINE OF SAID LOT 6 (NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26);

THENCE N. 89° 35' 17" E. 183.50 FEET ALONG SAID NORTH LINE OF LOT 6 TO THE B.L.M. SPECIAL MEANDER CORNER MONUMENT;

THENCE N. 89° 35' 17" E. 444.32 FEET ALONG SAID NORTH LINE OF LOT 6 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 93;

THENCE S. 48° 25' 00" W. 1304.22 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH IS 40.0 FEET LEFT OF CENTERLINE STATION 902+98.6;

THENCE N. 41° 35' 00" W. 59.39 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S. 48° 25' 00" W. 597.74 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART DEEDED FOR HIGHWAY PURPOSES.

SECTION 23: LOT 3

SECTION 27: LOT 7

SECTION 34: LOT 1

SECTION 35: LOT 2

AND THE NORTHEAST QUARTER NORTHWEST QUARTER.

**EXCEPT THAT PART DEEDED FOR THE HIGHWAY AND THAT PORTION LYING
SOUTH AND EAST OF THE HIGHWAY.**

Chicago Title

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

Note No.: 1: BBB Assets, LLC is a Delaware Limited Liability Company in good standing.

Members: Marshall Robert Ching & Phyllis J. Ching, Trustees of The Marshall Robert Ching and Phyllis J. Ching Living Trust; Brian T. Ching, an individual, Brent D. Ching, an individual and Bradley T. Ching, an individual.

Note No.: 2: Taxes, including any assessments collected therewith, for the year shown below are due and payable.

Amount: **\$1,379.76**

Year: **2009.**

Parcel No.: **RP16N20E253010, RP16N20E260001, RP16N20E266800, RP16N20E340001 & RP16N20E353010.**

Note No. 3: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 4: According to the available County Assessor's Office records, the purported address of said land is:

1201 Ellis Creek Rd., Ellis ID 83235 (RP16N20E260001)

500 Ellis Creek Rd., Ellis ID 83235 (RP16N20E34001)

Note No. 5: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is **Tina Dettloff.**

Copies of our privacy policies are available upon request. Please contact your title officer.

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public 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.
7. Taxes, including any assessments collected therewith, for the year 2009, which are payable but not delinquent.
8. Taxes, including any assessments collected therewith, for the year 2010, is a lien not yet due or payable.
9. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
10. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Salmon River, if it is navigable.
11. Any question of location, boundary or area related to the Salmon River, including, but not limited to, any past or future changes in it.
12. Any difference in the mean high water line of the Salmon River and the meander line as shown by government survey.
13. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water that is included within the boundaries of Salmon River.
14. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: State of Idaho for the use and benefit of the Department of Fish and Game.
Purpose: Self-cleaning fish screen and fish bypass.
Recorded: April 29, 1958.
Book: 32. Page: 61 of Official Records.

15. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: of Idaho for the use and benefit of the Department of Fish and Game.
Purpose: Self-cleaning fish screen and fish bypass.
Recorded: August 20, 1958.
Book: 32 Page: 63 of Official Records.
16. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: of Idaho for the use and benefit of the Department of Fish and Game.
Purpose: Self-cleaning fish screen and fish bypass.
Recorded: February 30, 1961.
Book: 39 Page: 196 of Official Records.
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: of Idaho for the use and benefit of the Department of Fish and Game.
Purpose: Self-cleaning fish screen and fish bypass.
Recorded: April 20, 1966.
Book: 36 Page: 80, as Instrument No. 120973 of Official Records.
18. The provisions contained in Irrigation Contract between Salmon River Electric Cooperative, Inc. and Sydney and Karen Dowton.
Recorded: April 13, 1990.
Instrument No.: 194907 of Official Records.
19. The provisions contained in United States Patent.
Recorded: September 5, 2001.
Instrument No.: 223453 of Official Records.
As follows: Subject to those rights for buried telephone purposes granted to Custer Telephone Co-Op, Inc., its successors or assigns, by right-of-way number IDI-16925, pursuant to Act of October 21, (43 USC 1761) as to Lot 7 of Section 27
20. Agreement and the terms and conditions contained therein
Between: Sydney and Karen Dowton
and: Salmon River Electric Cooperative, Inc.
Recorded: May 29, 2002
Instrument No.: 224959 of Official Records.
21. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Custer Telephone Cooperative, Inc.
Purpose: right-of-way.
Recorded: August 3, 2006.
Instrument No. 234581 of Official Records.
22. The provisions contained in Memorandum of Agreement.
Recorded: May 29, 2002.
Instrument No.: 0224959 of Official Records.

23.A Mortgage to secure an indebtedness in the amount shown below:

Amount: \$2,500,000.00.

Mortgagor: Butte Creek Property Corporation, a California corporation, as to a 29% undivided interest; BBB Assests, LLC, a Delaware limited liability company, as to a 45.93% undivided interest; and Marshall Robert Ching and Phyllis J. Ching, Trustees of the Ching Revocable Trust Agreement dated September 7, 2000, as to a 25.07% interest, as tenants in common.

Mortgagee: Metropolitan Life Insurance Company.

Recorded: May 19, 2008.

Instrument No.: 23888 of Official Records.

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



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

December 7, 2009

M ROBERT CHING
150 LIMELIGHT WAY
OROVILLE CA 95966

RECEIVED

DEC 14 2009

Department of Water Resources
Eastern Region

RE: Change in Ownership for Water Right No. 73-10033, 73-10035,
73-12028(Adj), 72-4069, 72-7383, 72-4228 & 72-10171

Dear Claimant:

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. We are returning your Ownership Change for the following items:

XXX **Filing Fee** of \$25 per water right number, \$100 per water right for changes resulting from division of a water right (split). Please note that there is no fee for a water right that is still active in the adjudication. *- Already Paid*

XXX Complete Sections 3 and 4. *- Don + Sent*

XXX Evidence of Water Right Ownership: **RECORDED** copy of Warrant Deed and a **COMPLETE** copy of the Title Insurance. *- Sent*

Please enclose the requested items and resubmit the entire packet to our Idaho Falls office.

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.

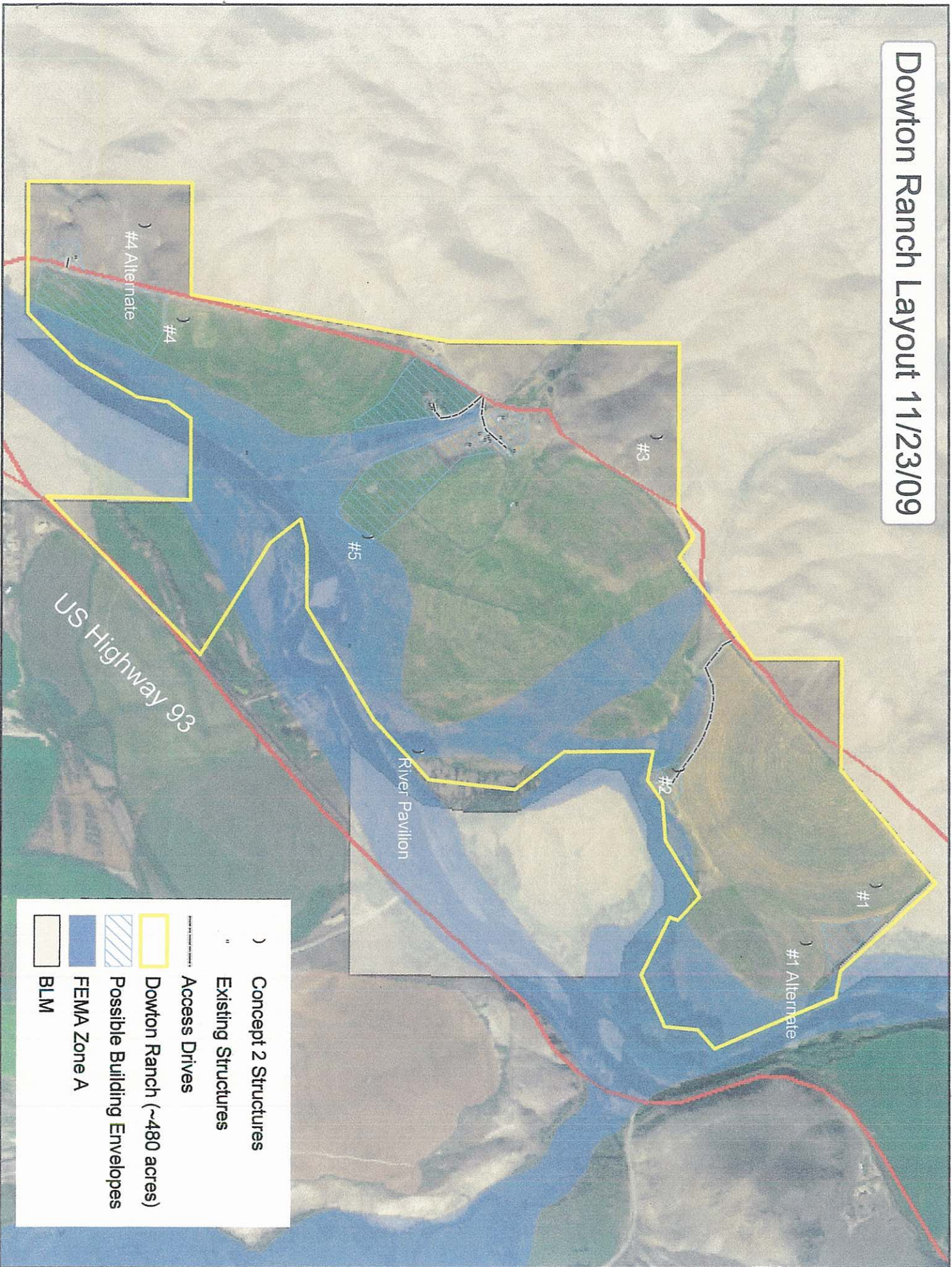
Please feel free to contact the Department if you have any questions.

Sincerely,

Bobby Kern
Office Specialist II

Enclosure(s)

Downton Ranch Layout 11/23/09



Sources: 2004 orthophoto = USDA-FSA-APFO; Custer County parcel data = Wood River Land Trust. Prepared by Wood River Land Trust 08 October 2009

Topographic Map
USGS - 1:24K Quadrangle
Downton Ranch Property

Legend:

- Existing Structures
- Concept 2 Structures
- Revised Building Envelopes
- Downton Ranch (~487 acres)
- BLM

