

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

DE ✓

RECEIVED
AUG 31 2009
 DEPT. OF WATER RESOURCES
 SOUTHERN 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)
	72-219A Pd				
	72-219B Pd				
	72-219C Pd				
	72-10343 Pd				

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

- 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) LITTLE WICKIUP RANCH LLC
- c/o R. John Insinger
- 407 W. Jefferson, Boise, Idaho 83702
4. New Owner/Claimant(s) East Fork Land & Cattle, LLC
- Name Connector (Check one): ☐ and ☐ or ☐ and/or
- New Mailing Address c/o Homer B. and Debra B. Saye, Co-Manager, 17102 S Drive,
- City, State and ZIP Code Cypress, Texas 77433
- New Telephone Number (281) 373-5141 Email: _____

Notice of Change in Water Right Ownership - Form, Page 1 of 2

SUPPORT DATA
 IN FILE # 72-219A

5. Date you acquired the property

8/26/2009

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)

[Signature]
[Signature]

Co-Manager

(title if applicable)

Co-Manager

(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 [Signature]Date 8/31/09Received by [Signature]Date 8/31/09Processed by [Signature] AJDate 8/31/09Receipt Amt. 100⁰⁰Receipt No. 5031076

WR _____ Date _____

Filed for Record at the Request of
and after recording mail to:

James R. Bennets
P.O. Box 36
Challis, ID 83226

And

R. John Insinger
401 Front St., Ste. 302
Boise, Id 83702

241412
Custer County Reg. of
Alliance Title & Escrow
Time 2:59 PM Date 8-26-2009
Barbara C. Breedlove, Clerk
[Signature] \$9.00
Deputy

WARRANTY DEED

FOR VALUE RECEIVED, LITTLE WICKIUP RANCH LLC, an Idaho limited liability company (the "Grantor"), does hereby grant, bargain, sell, and convey unto EAST FORK LAND & CATTLE, LLC, an Idaho limited liability company (the "Grantee"), whose address is 17102 South Drive, Cypress, Texas 77433, the following described real property:

Township 8 North, Range 17 East, Boise Meridian, Custer County, Idaho
Section 4: Lot 4
Section 5: Lots 1 and 2

Township 9 North, Range 17 East, Boise Meridian, Custer County, Idaho
Section 33: W1/2E1/2, W1/2

TOGETHER WITH all fixtures thereon and existing water and water rights, ditches and ditch rights, and existing well and well rights appurtenant thereto, and all of Grantor's right, title and interest in and to the foregoing (the "Property").

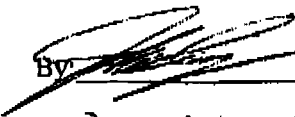
TO HAVE AND HOLD the Property unto the Grantee and its successors and assigns forever.

Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of the Property, and that the Property is free and clear from all encumbrances, except those of record and those items set forth in Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full, and that Grantor will warrant and defend the same from all persons lawfully claiming by, through and under Grantor.

24/9/12

IN WITNESS WHEREOF, Grantor has executed this WARRANTY DEED effective as of the 21 day of August, 2009.

LITTLE WICKIUP RANCH LLC, an
Idaho limited liability company

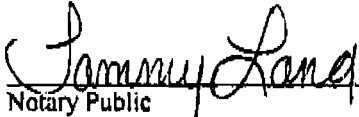
By: 

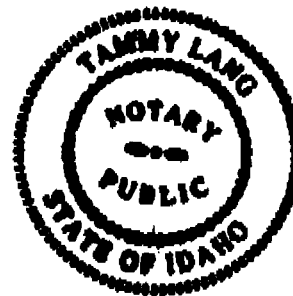
R John Insinger

Its: Designated Special Agent

STATE OF IDAHO)
):ss
County of Blaine)

The foregoing instrument was acknowledged before me this 21st day of August, 2009, by R. John Insinger, known or identified to me to be the designated Special Agent of Little Wickiup Ranch LLC, an Idaho limited liability company, and acknowledged to me that such limited liability company executed the same.


Notary Public

Residing at: Belleuve, IdahoMy commission expires: Jan 30, 2014

241412

EXHIBIT A TO WARRANTY DEED

1. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: The State of Idaho Department of Fish and Game.
Purpose: Fish Screen and Fish Bypass.
Recorded: March 8, 1961.
Book 34 Pages 23, 24 and 25 of Official Records
2. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: The State of Idaho Department of Fish and Game.
Purpose: Fish Screen and Fish Bypass.
Recorded: March 8, 1961.
Book 34 Pages 52, 53, 54 and 55 of Official Records
3. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: The United States of America.
Purpose: Public Utilities.
Recorded: June 20, 1991.
Instrument No.: 196151 of Official Records
4. All mineral or other rights reserved by or to any governmental entity, agency or political subdivision.
5. All general and special exceptions set forth in that certain 7-31-09 Commitment for Title Insurance No. 3070905183C-G issued by Alliance Title & Escrow Corp., Salmon, Idaho (but excluding Exception #6 and 7 in "Schedule #B - Section II" thereof, which shall be Sellers obligation through the date of closing).
6. Potentially or actually available water or water rights in any way exceeding currently decreed or permitted water rights.
7. Physical condition of the Property, all which Grantee has examined and accepted to its sole satisfaction as of this conveyance.
8. Any and all matters and items subject of the Agreement to Purchase and Sell previously entered into by the Grantor and Grantee, the subject of which is the conveyance represented by this Warranty Deed, together with all Addenda and Amendments thereto (the "Agreement"); it is Grantor's intent and agreement in making and delivering this Warranty Deed, and Grantee's intent and agreement by accepting and recording this Warranty Deed, that all provisions and contents of this Warranty Deed are intended and deemed to be controlled by the language of the Agreement, and this Deed, and does not modify or amend any provision of said Agreement.