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DEPT. OF WATER RESOURCES
SOUTHERN REGION

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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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 37- 616					

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 usually attached to your deed or on file with the county).

OR

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 **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**.

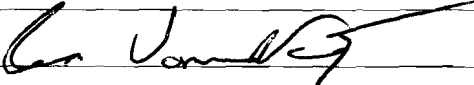
3. Name and Address of Former Owner/Claimant(s) Egg Enterprises, Inc.
1124 East Manor Dr. Casa Grande, AZ 85222
4. New Owner/Claimant(s) Double V, LLC
 Name Connector (Check one): [] and, [] or, [] and/or
1537 East 3100 South
 New Mailing Address
Wendell, ID 83355
 City, State and ZIP Code
 New Telephone Number () _____
5. Date you acquired the property August 6, 2008

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

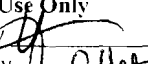
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes,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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)



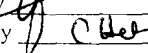
For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by 

Date 11/14/08

Fee \$25

Received by 

Date 11/17/08

Receipt No. 5030532

Processed by _____ AJ

Date

WR

Date

WARRANTY DEED

#GG-09291

For Value Received

Earl Green, a married person as his sole and separate property and EGG Enterprises, Inc., an Arizona Corporation, authorized to do business in Idaho

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Double V, LLC

Address: 1537 East 3100 South, Wendell, ID 83355

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

PARCEL 1:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 1320 feet, more or less, to the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence West 1320 feet, more or less, to the Southwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 233 feet;
Thence North 66°20' East, 430 feet;
Thence North 13°6' East, 265 feet;
Thence North 70°14' East, 435 feet;
Thence North 24°52' East, 186 feet;
Thence North 2°12' East, 335 feet to the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East to THE POINT OF BEGINNING.

Also:

Section 12: E $\frac{1}{2}$ of the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

EXCEPTING THEREFROM the following described parcel Being all that certain tract or parcel of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and being more particularly described as follows, to-wit:

Commencing at the West $\frac{1}{4}$ corner of the aforementioned Section 12, from which the Southwest corner of Section 12 bears South 00°09'05" West 2658.09 feet;
Thence North 89°33'52" East, 4024.07 feet, along the center-of-section line, to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 00°04'52" East, 115.70 feet, along and with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner and POINT OF BEGINNING to the herein described tract;
Thence South 00°04'52" East, 235.14 feet, continuing along and with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, to a point on the high water mark of the Big Wood River, Said point also being the Southeast corner of the herein described tract;
Thence along the high water mark of the Big Wood River as approximately follows:
South 60°28'32" West, 10.32 feet;
North 82°31'02" West, 82.24 feet;
South 89°05'59" West, 81.77 feet;
South 75°41'47" West, 132.74 feet;
South 57°44' 17" West, 97.85 feet;
South 66°34'52" West, 76.16 feet;
South 85°21'15" West, 42.14 feet;
South 80°18'06" West, 172.95 feet;
Thence North 12°20'37" West, 295.58 feet, leaving the high water mark of the Big Wood River, to the Northwest corner of the herein described tract;
Thence North 82°58'09" East, 734.38 feet to the POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying South of the Robinson Ditch and North of County road right of way known as the 1375 South Road.

Instrument # 228143 *Re-Recorded*
GOODING, GOODING, IDAHO
10-8-2008 02:37:43 No. of Pages: 4
Recorded for : LAND TITLE AND ESCROW, INC
DENISE M. GILL Fee: 12.00
Ex-Officio Recorder Deputy

Instrument # 227390
GOODING, GOODING, IDAHO
8-6-2008 04:45:13 No. of Pages: 4
Recorded for : LAND TITLE AND ESCROW, INC
DENISE M. GILL Fee: 12.00
Ex-Officio Recorder Deputy

PARCEL 3:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ North of Ditch

PARCEL 4:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

**Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 12, Township 5 South, Range 15 EBM;
Thence, South along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1087 feet;
Thence, North 66°20" East a distance of 430 feet;
Thence, North 13°5" East a distance of 265 feet;
Thence, North 70°14" East a distance of 435 feet;
Thence, North 24°52" East a distance of 186 feet;
Thence, North 2°12" East a distance of 335 feet, to the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence, West along the latter North line a distance of 930 feet, more or less, to point of beginning.**

EXCEPTING THEREFROM a tract of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, described as follows:

**Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 780.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;
Thence West 420 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.**

PARCEL 5:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN GOODING COUNTY, IDAHO

Section 12: A tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

**Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 780.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;
Thence West 420 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.**

PARCEL 6:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The Northwest quarter of the Northwest quarter

PARCEL 7:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lots 6 and 7; E $\frac{1}{2}$ SW $\frac{1}{4}$;

EXCEPT that portion deeded to the State of Idaho, by Highway Right of Way Deed, dated July 28, 1947, recorded November 5, 1947 as Instrument Number 102927, Gooding County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 177.90 shares of Capital Stock in Big Wood Canal Company and 327 acres of American Falls No. 2. (174 ~~acres~~ of American Falls and 153 acres of supplemental water); and Water Right #37-616

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

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, and that is not shown by the Public Records.

Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

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.

Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.

(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

Taxes for 2008 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Assessments of the North Snake Ground Water District and the rights and powers of said District as by law provided.

Terms and conditions contained in Ditch Contract by and between the Clinton Sheep Company, Ltd., a corporation and T. E. Painter, parties of the first part, and R. W. Houston and J. P. Lenker, parties of the second part, dated December 12, 1917, recorded March 28, 1918 as Instrument Number 14294, Gooding County records, affecting the SW¼ of Section 6, Township 5 South, Range 16, East Boise Meridian.

Terms and conditions contained in Irrigation Ditch Agreement by and between the Big Wood Canal Company, a corporation, party of the first part, and J. B. Kilbourn and Ethel Kilbourn, husband and wife, parties of the second part, dated May 9, 1936, recorded June 2, 1936 as Instrument Number 64722, Gooding County records, affecting the SW¼ of Section 6, Township 5 South, Range 16, East Boise Meridian.

Power Line Easement given by Laurence Renner and Jessie Renner, his wife to Idaho Power Company, a corporation, dated September 27, 1943, recorded May 27, 1944 in Book 5 Misc Page 404 as Instrument Number 90614, Gooding County records, affecting the NW¼NW¼ of Section 12, Township 5 South, Range 15 East of the Boise Meridian.

Easement granted in Highway Right of Way Deed given by J. B. Kilbourne and Ethel M. Kilbourne, husband and wife, to the State of Idaho, dated July 28, 1947, recorded November 4, 1947 as Instrument Number 102927, Gooding County records.

Power Line Easement given by Don G. Fredericksen and Pearl A. Fredericksen, Flora Fredericksen to Idaho Power Company, a corporation, dated June 21, 1949, recorded June 12, 1950 in Book 6 Misc Page 539 as Instrument Number 112194, Gooding County records, affecting the W½NE¼ and the NW¼SE¼ of Section 12, Township 5 South, Range 15 East of the Boise Meridian.

Water Agreement by and between J. B. Kilbourn and Ethel Kilbourn, husband and wife, parties of the first part, and Robert L. Kilbourn, party of the second part, dated June 6, 1953, recorded June 13, 1953 as Instrument Number

121600, Gooding County records, affecting the NW¼NE¼; and Lots 1 and 2 in Section 7, Township 5 South, Range 16 East, Boise Meridian, and E½SW¼ and Lots 6 and 7 of Section 6, Township 5 South, Range 16, East Boise Meridian.

Power Line Easement given by George Voeltzel and Mark Hansen to Idaho Power Company, a corporation, dated July 8, 1963, recorded November 7, 1963 as Instrument Number 9395, Gooding County records, affecting the SW¼SW¼ of Section 16, Township 5 South, Range 16, East Boise Meridian.

Agreement by and between Lewis T. Cureton and Allene Cureton, husband and wife, parties of the first part, and Ralph Egersdorf and Carleen Egersdorf, husband and wife, parties of the second part, dated December 29, 1971, recorded February 9, 1972 as Instrument Number 39027, Gooding County records, granting to said parties of the second part the right to pump water from a sump located on the West boundary of the above described property.

Conservation Easement Reservations in the United States dated December 14, 1989, recorded January 23, 1990 as Instrument Number 139575, records of Gooding County, Idaho.

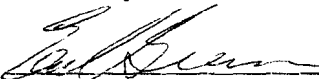
Idaho Water Resource Board Assignment of Water Facilities by and between Robertson Ditch Company and the Idaho Water Resource Board, an agency of the State of Idaho, dated April 19, 2002, recorded May 8, 2002 as Instrument Number 195182, records of Gooding County, Idaho.

Subject to deed restriction and irrigation water passage agreement as shown in Warranty Deed given by Robert Lee Fossceco, trustee and Patricia Ann Fossceco, trustee, as trustees of the Robert and Patricia Fossceco Living Trust to Earl Green, a married man dealing with his sole and separate property dated February 15, 2007, recorded February 21, 2007 as Instrument Number 220422, re-recorded March 8, 2007 as Instrument No. 220605 records of Gooding County, Idaho.

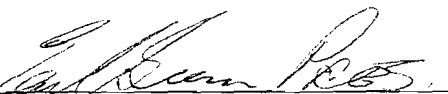
Addendum to the Warranty Deed dated October 26, 2007, recorded October 29, 2007 as Instrument No. 223980, records of Gooding County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 30, 2008

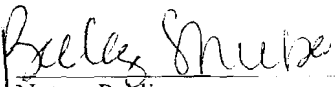

Earl Green

EGG Enterprises, Inc.


by Earl Green, President

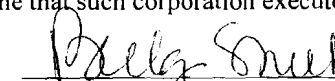
STATE OF IDAHO)
) ss.
COUNTY OF Gooding)

On this 10th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Earl Green, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: Jerome ID
My Commission expires 02-23-2011

STATE OF IDAHO)
) ss.
COUNTY OF Gooding)

On this 10th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Earl Green, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public
Residing at: Jerome ID
My Commission expires: 02-23-2011