

DEV

RECEIVED
OCT 18 2007
Department of Water Resources
Eastern Region

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) WR-Deeded / WR-Deeded / WR-Deeded / WR-Deeded ✓
34-415, # 34-10693, # 34-13655, # 34-6448, 34-10690
Adjudication Claim Number(s) PAPER WORK IS ATTACHED WITH EACH WATER RIGHT
2. The following REQUIRED information must be submitted with this form. \$125 fee
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) EULING, BONNEY PHILBIN
645 ADOBE CANYON RD, KENWOOD CA 95452 (207) 833-6297
4. New Owner/Claimant(s) JAM EXPLORATION LLC.
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address PO BOX 8890, KETCHUM IDAHO 83340
City, State and ZIP Code KETCHUM IDAHO 83340
New Telephone Number (208) 725-0643
5. Date you acquired the property 7-30-07
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres actually irrigated 231 Number and type of stock 325 CATTLE
Diversion rate in CFS 5.2 Number of homes 1 Other uses _____
cubic feet per second
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) [Signature] MANAGER Date 10-16-07
JAM EXPLORATION LLC. Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

E 033651
12-14-07
JC - \$125-

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

237138

Custer County Reg. of

First American
Time *2:37 PM* Date *7/26/07*

Barbara C. Breedlove, Clerk

Lea B. B. 10.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **212707-B (Id)**

Date: **July 26, 2007**

For Value Received, **Ewing R. Philbin and Bonney B. Philbin, Trustees of the Ewing R. and Bonney B. Philbin Living Trust, dated September 28, 1994**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **JAM Exploration, LLC**, hereinafter called the Grantee, whose current address is **509 Broadway Blvd, Ketchum, ID 83340**, the following described premises, situated in **Custer County, Idaho**, to-wit:

PARCEL 1:

TOWNSHIP 6 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO

SECTION 1: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 12: THAT PORTION OF THE NE $\frac{1}{4}$ DESCRIBED AS: BEGINNING AT THE QUARTER POST ON THE NORTH SIDE OF SAID SECTION 12, THENCE SOUTH 27 CHAINS; THENCE SOUTHEAST 30 CHAINS, MORE OR LESS, TO A LINE OF LEMMON AND MCGEE LAND; THENCE NORTH ALONG SAID LINE 37 CHAINS AND 19 FEET; THENCE WEST 26 CHAINS AND 50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 6 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO

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

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

237138

Date: 07/26/2007

Warranty Deed
- continued

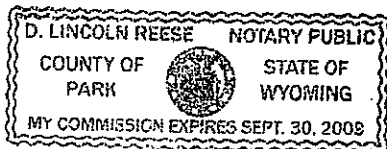
File No.: 212707-B (Id)

By: Ewing R Philbin, Trustee
Ewing R Philbin, Trustee

By: Bonney B Philbin, Trustee
Bonney B Philbin, Trustee

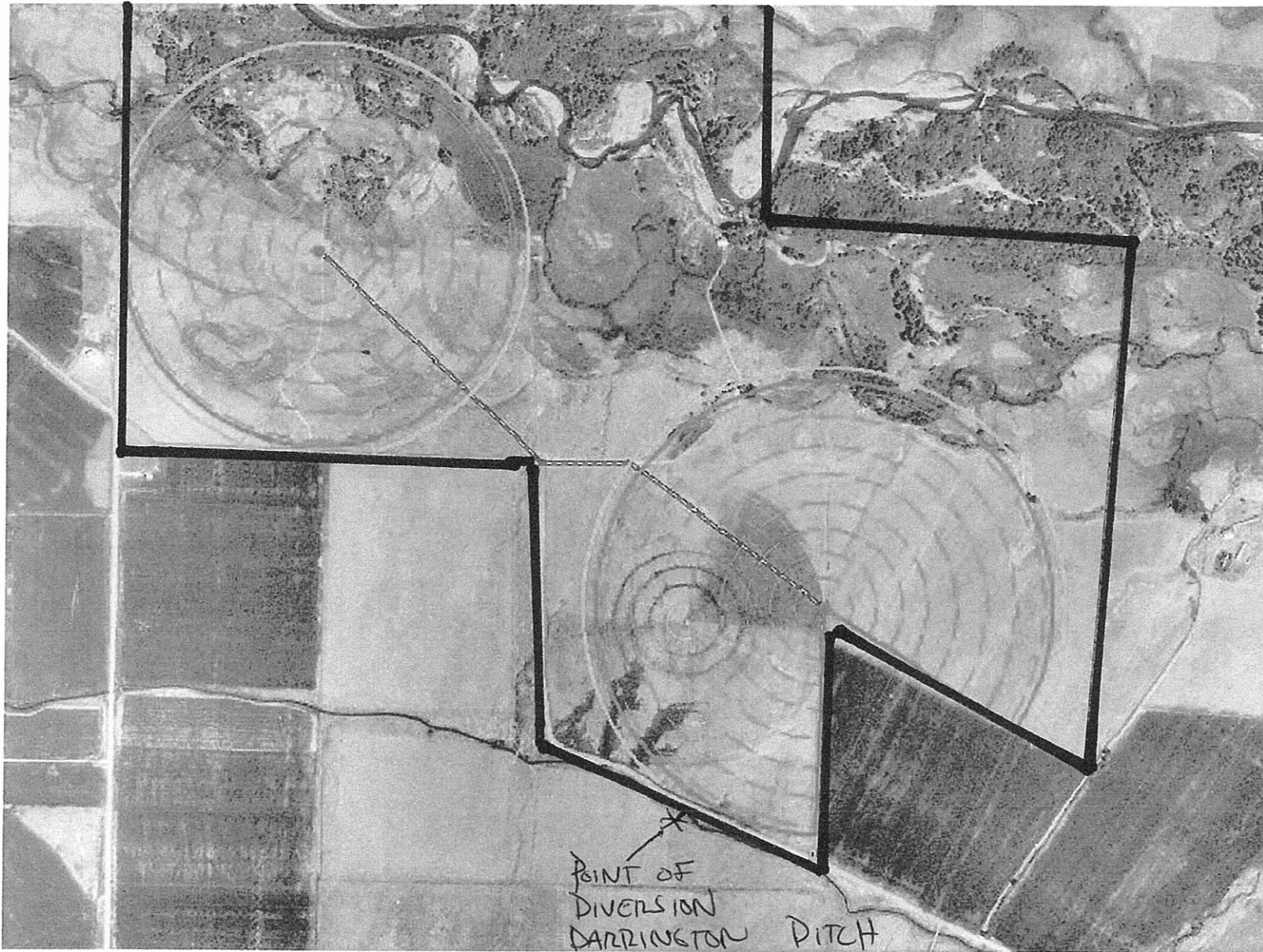
STATE OF Wyoming)
COUNTY OF Park)
SS.

On this 26 day of July, 2007, before me, a Notary Public in and for said State, personally appeared **Ewing R Philbin and Bonney B Philbin**, known or identified to me to be the person whose name is subscribed to the within instrument as the **Trustees** of **Ewing R and Bonney B Philbin Living Trust**, and acknowledged to me that he/she/they executed the same as such **Trustees**.



D. Lincoln Reese
Notary Public for the State of Wyoming
Residing
at: PARK CO.
My Commission Expires: Sept. 30, 2009

*NOTE - THIS MAP IS SHOWING TWO PIVOT AREAS. THESE AREAS HAVE BEEN IRRIGATED IN THE PAST BY FLOOD IRRIGATION AND WILL BE REPLACED WITH PIVOTS.



Prepared by Tri County Supply Mackay, Idaho 208-588-3001 office

PROPOSED IRRIGATION AREA'S

SCANNED

APR 16 2008



STATE OF
WASHINGTON

MASTER LICENSE SERVICE
PO Box 390840 Olympia WA 98507-9034 • (360) 664-1400
REGISTRATIONS AND LICENSES

JAM EXPLORATION LLC
3312 ROSEDALE ST STE 202
GIG HARBOR WA 98335

Domestic Limited Liability Company
Renewed by Authority of Secretary of State

Unified Business ID #: 602 220 170
Business ID #: 1

Expires: 07-31-2007

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county and city regulations.

Elizabeth A. Luce
Director, Department of Licensing

STATE of WASHINGTON



SECRETARY of STATE

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal,

hereby issue this

CERTIFICATE OF FORMATION

to

JAM EXPLORATION LLC

A Washington Limited Liability Company. An application was filed for record in this office on the date indicated below

UBI Number: 602 220 170

Date: July 16, 2002



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

The names and addresses of the Members are set forth on attached Schedule 1, as amended or restated from time to time.

ARTICLE 5 – MANAGERS; RIGHTS AND DUTIES

5.1 Management. The business and affairs of the Company shall be managed by the Manager. Except as otherwise expressly provided in this Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval or more than one of the Managers is expressly required by this Agreement or the Act. Without limiting the generality of the foregoing, the Manager shall have power and authority, on behalf of the Company:

(i) to acquire property from any Person as the Manager may determine, and the fact that a Manager or a Member is an Affiliate of such Person shall not prohibit the Manager from dealing with that Person;

(ii) to borrow money from financial institutions, the Manager, Members, or Affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(iii) to purchase liability and other insurance to protect the Company's property and business;

(iv) except as provided in Section 6.3, to acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

(v) to invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

(vi) to execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(vii) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(viii) to enter into any and all other agreements with any other Person for any purpose, in such form as the Manager may approve;

exemptions from the registration requirements of the Securities Acts, and the Company is relying upon the fact that the Units are to be held by each Unit Holder for investment.

Accordingly, each Unit Holder hereby confirms the Units have been acquired for such Unit Holder's own account, for investment and not with a view to the resale or distribution thereof and may not be offered or sold to anyone unless there is an effective registration or other qualification relating thereto under all applicable Securities Acts or unless such Unit Holder delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification is not required. The Unit Holders understand that the Company is under no obligation to register the Units or to assist any Unit Holder in complying with any exemption from registration under the Securities Acts.

Executed by the undersigned Members effective as of the date first above written.



JAMES A. MILGARD, JR.