



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 27, 2006

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

RE: Correction to Change of Ownership for Water Right 36-2304/36-2604

Dear Mr. Speck:

We have received your email explaining that an incorrect water right number was included on your client's change in ownership form. As you mentioned, water right 36-2604 was changed into the name of Black Butte Hills LLC, rather than the correct water right of 36-2304.

The department has modified its records to reflect the correct change in ownership to water right 36-2304, and has corrected the change previously made to water right 36-2604. I have enclosed a computer-generated report for your records.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Kandice McDermott
Records Analyst

/klm
Enclosure

cc: Black Butte Hills LLC
David & Jean Maestas (36-2604)

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, if the change in ownership is limited to a portion of 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
	37-132	— <u>AT (done)</u>	2304 ~~36-2604~~ <u>Ket</u>		
<u>37-10747</u>			<u>36-15233</u>		
<u>37-13100</u>					
<u>36-10296</u>					
<u>36-10297</u>					

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) are for ten or more acres of irrigation, you must submit 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) Idaho Land and Livestock, Inc.
P.O. Box 67, Boise, Idaho 83707
4. New Owner/Claimant(s) _____
 Name Connector (Check one): [] and, [] or [] and/or
- New Mailing Address Black Butte Hills LLC
- City, State and Zip Code P.O. Box 1607, Bellevue, WA 98009
- New Telephone Number (425) 688-9304
5. Date you acquired the property August 23, 2005

SUPPORT DATA
IN FILE # 36-2604

SCANNED
 NOV 18 2005

ORIGINAL IN RED

RECEIVED
 SEP 08 2005
 Department of Water Resources
 Southern Region

RECEIVED
 SEP 09 2005
 Department of Water Resources

6.

IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.

If the change of 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	_____	_____

Black Butte Hills LLC

By: Investments Manager LLC, Manager

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

Charles E. Hill
CHUCK HILL, President

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 *JS* Date 9/8/05 Fee 175.00
 Received by *JS* Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

SCANNED

NOV 19 2005

Instrument # 212626

GOODING, GOODING, IDAHO

2005-08-23 03:26:32 No. of Pages: 7

Recorded for : GOODING TITLE

HELEN EDWARDS Fee: 21.00

Ex-Officio Recorder Deputy

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340

I hereby certify this
document to be a true and
exact copy of the original.

By Twin Falls Title
Escrow Co.

G 050294 / T 051012
(Space above line for Recorder's use)

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, IDAHO LAND & LIVESTOCK, INC., an Idaho corporation (hereinafter the "GRANTOR"), hereby grants, bargains, sells, conveys and confirms unto BLACK BUTTE HILLS LLC, a Washington limited liability company, whose mailing address is c/o Charles E. Hill, P.O. Box 1607, Bellevue, WA, 98009 (hereinafter the "GRANTEE"), its successors and assigns forever, the parcel of land situated in the County of Gooding, State of Idaho, more particularly described as on Exhibit "1" attached hereto and hereby incorporated herein (hereinafter the "Property"):

TOGETHER WITH all and singular the improvements, tenements, hereditaments, easements, covenants and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and

TOGETHER WITH all water rights and other entitlements to receive water for beneficial use on the real property purchased hereunder including, without limitation, all rights represented by any contract, decree, license, permit, permit application, claim or storage entitlement, and those water rights identified in the records of the Idaho Department of Water Resources ("IDWR") as set forth in Exhibit "2" attached hereto and hereby incorporated herein, all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights, and

SUBJECT TO the Exceptions to Title described on Exhibit "3" attached hereto, and by this reference made a part hereof.

Subject to those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE, the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Property, and GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of the Property in fee simple and has the right and authority to convey the same to GRANTEE, and it will defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by and on behalf of GRANTOR on the date set forth below.

IDAHO LAND & LIVESTOCK, INC.

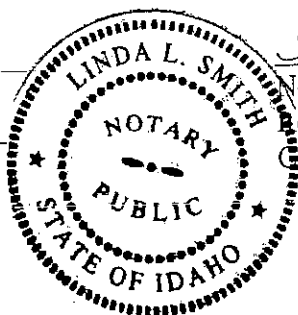
DATE: 8-19-05

By: 
Larry Williams, President
Larry Williams

STATE OF IDAHO)
County of Ada) ss.

On this 19th day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Larry Williams, known or identified to me to be the president of IDAHO LAND & LIVESTOCK, INC., and the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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



Linda L. Smith
Notary Public for Idaho
Residing at: Baie
Commission expires: 3-1-2011

EXHIBIT "1" TO WARRANTY DEED
LEGAL DESCRIPTION

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho
Section 9: All of said Section 9 lying West of State Highway No. 25

EXCEPTING THEREFROM the following described tract of land:

BEGINNING at a point 80 feet North of the South Quarter corner of Section 9;

THENCE along the Northwesterly and Westerly bank of Canal No. 18, North 83°24' East 490.5 feet;

THENCE North 55°34' East 220.8 feet;

THENCE North 36°9' East 305.7 feet;

THENCE East 2°27' South 310 feet;

THENCE North 75°12' East 108.7 feet;

THENCE North 51°05' East 56.8 feet;

THENCE North 09°04' West 941 feet;

THENCE North 11°19' West 452.2 feet;

THENCE North 11°37' West 127.3 feet;

THENCE North 34°25' East 202.2 feet;

THENCE North 67°5' East 429.8 feet;

THENCE East 32°10' South 296.2 feet;

THENCE North 37°35' East 482.1 feet;

THENCE North 64°15' East 204.4 feet;

THENCE North 8°35' East 293.1 feet;

THENCE along the Northerly bank of said Canal No 18., North 61°48' West 1,336.2 feet;

THENCE West 22°53' South 976.5 feet;

THENCE due West 300 feet, more or less, to intersect the North-South 7/16 line East from West
Section boundary;

THENCE South along the latter 7/16 line to the Southeast corner of the $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ of said
Section 9;

THENCE West to the Southeast corner of the $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ of said Section 9;

THENCE South parallel to the West line of said Section 9, 2,560 feet;

THENCE East to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land being described as the North 400.00 feet of the
West 800.00 feet of the $NW\frac{1}{4}NW\frac{1}{4}$, Section 9, Township 7 South, Range 14 East, Boise Meridian,
Gooding County, Idaho.

Section 10: $SE\frac{1}{4}SW\frac{1}{4}$; $W\frac{1}{2}SW\frac{1}{4}$

Section 14: $SW\frac{1}{4}NW\frac{1}{4}$; $NW\frac{1}{4}SW\frac{1}{4}$

Section 15: $NW\frac{1}{4}$; $N\frac{1}{2}SW\frac{1}{4}$; $S\frac{1}{2}NE\frac{1}{4}$; $NW\frac{1}{4}NE\frac{1}{4}$; $N\frac{1}{2}SE\frac{1}{4}$

EXCEPTING THEREFROM Railroad right of way of North Side Branch of Union Pacific Railroad and State Highway from lands described in Sections 10, 14 and 15;

ALSO EXCEPTING THEREFROM a parcel of land being on both sides of the centerline of Interstate 80N Project Nos. I-80N3(23)142 and I-80N(21)150 Highway Surveys as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho, and being a portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9 and the W $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, all in Township 7 South Range 14 East, Boise Meridian, as described in Second Judgment and Decree of Condemnation in the case of The State of Idaho, ex rel. O. Ed Flandro, Howard B. Thomson and Lloyd F. Barron, Idaho Board of Highway Directors, Plaintiff, vs. Kenneth Bradshaw and Eleanor Bradshaw, husband and wife, Gary Bradshaw and Carol Bradshaw, husband and wife, and Connecticut General Life Insurance Company, a Connecticut corporation, Defendants, dated September 24, 1971, recorded September 24, 1971 as Instrument No. 37140.

EXHIBIT "2" TO WARRANTY DEED

WATER RIGHTS

36-10296

36-10297

36-2304

36-15233

346 shares of stock in the Northside Canal Company

EXHIBIT "3" TO WARRANTY DEED

EXCEPTIONS TO TITLE

1. General Taxes for 2005 are an accruing lien, not yet due or payable.
2. Liens, levies and assessments of the American Falls Reservoir District and the rights, powers and easements of said District as by laws provided. Said assessments are included in the taxes.
3. Liens, levies and assessments of the North Side Canal Company and the rights, powers and easements of said Company, as by law provided.
4. Canals and laterals of North Side Canal Company and Subject to the rights of ingress and egress.
5. Liens, levies and assessments, if any, of Lower Snake River Aquifer District and the rights, powers and easements of said Company, as by law provided.
6. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded November 12, 1941, as Instrument No. 81944.
7. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded November 12, 1941, as Instrument No. 81945.
8. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded April 30, 1949, as Instrument No. 108734.
9. Reservations, Conditions and Restrictions contained in deed to Leo Rice and May H. Rice, husband and wife recorded April 21, 1951 as Instrument No. 118074. ((but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income; as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.))
10. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded October 17, 1952, as Instrument No. 119433.
11. Reservations in the United States Patent, recorded May 21, 1957, as Instrument No. 132563.
12. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded January 24, 1958, as Instrument No. 134142.
13. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded January 24, 1958, as Instrument No. 134143.
14. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded July 10, 1963, as Instrument No. 8516.
15. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded July 12, 1967, as Instrument No. 22388.
16. Easements, rights of way, conditions, and reservations as set out in document recorded April 23, 1964, as Instrument No. 11207 (but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.)

17. Easements, rights of way, conditions, and reservations as set out in Second Judgment and Decree of Condemnation, recorded September 24, 1971, as Instrument No. 37140 (but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.)
18. Material Lease upon the terms, conditions and covenants contained therein. Recorded March 13, 1972 as Instrument No. 39464, records of Twin Falls County, Idaho. Lessor: Bradshaw Cattle Co. Lessee: The Idaho Department of Highways
19. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded April 11, 1972, as Instrument No. 39923.
20. An Easement and the terms and provisions thereof, in favor of the State of Idaho by and through the Idaho Transportation Board of Division of Highways recorded November 7, 1974, as Instrument No. 52287.
21. An Easement for right of way and the terms and provisions thereof, in favor of Pacific Power & Light Company, a corporation recorded July 28, 1978, as Instrument No. 71631.
22. Easements, rights of way, conditions, and reservations as set out in Corporation Warranty Deed to States Investment Corporation dated October 15, 1977, recorded February 6, 1978, as Instrument No. 74709 (but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.)
23. An Easement and the terms and provisions thereof, in favor of The Mountain States Telephone and Telegraph Company recorded October 10, 1984, as Instrument No. 110949.
24. An Easement and the terms and provisions thereof, in favor of The Mountain States Telephone and Telegraph Company recorded October 10, 1984, as Instrument No. 110950.
25. An Easement and the terms and provisions thereof, in favor of The Mountain States Telephone and Telegraph Company recorded January 30, 1986, as Instrument No. 119422.
26. An Easement and the terms and provisions thereof, in favor of The Mountain States Telephone and Telegraph Company recorded January 30, 1986, as Instrument No. 119424.
27. Easement contained in Easement Deed dated June 26, 1989, by and between Idaho Land and Livestock, Inc., an Idaho corporation to Dwight L. Osborne and Ella Jean Osborne, husband and wife, recorded July 5, 1989 as Instrument No. 137195.
28. An Easement and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded June 19, 2003, as Instrument No. 201302.

RECORDED
JUN 19 2005

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340

C050151 / T051012
(Space above line for Recorder's use)

Recorded at the Request of
Camas County Title
at 4:10 PM
August 23, 2005
in Book 35 Page 404
of Deeds
ROLLIE BENNETT
CAMAS COUNTY RECORDER
By Bobbie D. Waller
Fees \$ 15.00

78839

I hereby certify this
document to be a true and
exact copy of the original.

By Twin Falls Title
& Escrow Co.

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, IDAHO LAND & LIVESTOCK, INC.,
an Idaho corporation (hereinafter the "GRANTOR"), hereby grants, bargains, sells, conveys and
confirms unto BLACK BUTTE HILLS LLC, a Washington limited liability company, whose mailing
address is c/o Charles E. Hill, P.O. Box 1607, Bellevue, WA, 98009 (hereinafter the "GRANTEE"),
its successors and assigns forever, the parcel of land situated in the County of Camas, State of Idaho,
more particularly described as on Exhibit "1" attached hereto and hereby incorporated herein
(hereinafter the "Property"):

TOGETHER WITH all and singular the improvements, tenements, hereditaments, easements,
covenants and appurtenances thereunto belonging or in anywise appertaining, and the reversions,
remainders, rents, issues and profits thereof, and

TOGETHER WITH all water rights and other entitlements to receive water for beneficial use on the
real property purchased hereunder including, without limitation, all rights represented by any
contract, decree, license, permit, permit application, claim or storage entitlement, and those water
rights identified in the records of the Idaho Department of Water Resources ("IDWR") as set forth
in Exhibit "2" attached hereto and hereby incorporated herein, all ditches, ditch rights, easements and
rights-of-way associated with the delivery of such water rights, and

SUBJECT TO the Exceptions to Title described on Exhibit "3" attached hereto, and by this reference
made a part hereof.

Subject to those exceptions to title to which this conveyance is expressly made subject and
those made, suffered or done by the GRANTEE, the GRANTOR covenants to the GRANTEE, its
successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the
Property, and GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR
is the owner of the Property in fee simple and has the right and authority to convey the same to
GRANTEE, and it will defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by and on behalf of GRANTOR on the date set forth below.

IDAHO LAND & LIVESTOCK, INC.

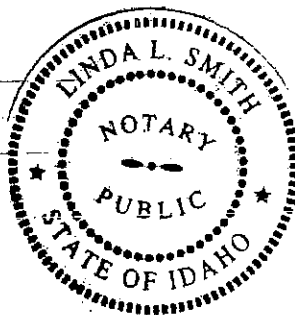
DATE: 8-19-05

By: [Signature]
Lynden Osborne, President
Larry Williams

STATE OF IDAHO)
County of Ada) SS.

On this 19th day of August, 2005, before me, the undersigned notary public in and for said state, personally appeared Lynden Osborne, known or identified to me to be the president of IDAHO LAND & LIVESTOCK, INC., and the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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



Linda L. Smith
Notary Public for Idaho
Residing at: Boise
Commission expires: 3-1-2011

EXHIBIT "1" TO WARRANTY DEED
LEGAL DESCRIPTION

Township 1 North, Range 14 East, Boise Meridian, Camas County, Idaho
Section 29: SW $\frac{1}{4}$; SE $\frac{1}{4}$

EXHIBIT "2" TO WARRANTY DEED

WATER RIGHTS

37-132

37-10747

37-13100

EXHIBIT "3" TO WARRANTY DEED

EXCEPTIONS TO TITLE

NONE