

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

RECEIVED**MAR 13 2006****DEPARTMENT OF
WATER RESOURCES**

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
43-13383			43-13403		
43-13385			43-13405		
43-13387					
43-13389					
43-13391					
43-13393					
43-13395					
43-13397					
43-13399					
43-13401					

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) M & H Farms
561 Terrace Drive, Burley, ID 83318
4. New Owner/Claimant(s) East Valley Cattle, LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 587
- City, State and ZIP Code Jerome, ID 83338
- New Telephone Number () _____
5. Date you acquired the property February 23, 2006

SUPPORT DATA**IN FILE # 43-13383**

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) East Valley Cattle, LLC
(include title if applicable)
- BY: Luis M. Betancourt member
BY: William Millenkamp member
- 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	<u>MM</u>	Date	<u>3-13-06</u>
Received by	<u>MM</u>	Date	<u>3-13-06</u>
Processed by	_____ AJ	Date	_____
		Fee	<u>500.00</u>
		Receipt No.	<u>6080574</u>
		WR	_____
		Date	_____

306862

WARRANTY DEED

4
#40622.2

For Value Received

M & H FARMS, a general partnership consisting of Jack Hunsaker, Robert Hunsaker and Robert Moss

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

East Valley Cattle, LLC, an Idaho Limited Liability Company

**Address: P.O. Box 587
Jerome, ID 83338**

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

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: SW¼

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: S½ EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northwest corner of the SW¼ of said Section 35;
Thence running East along the centerline of said Section 35 to the Northeast corner of the SE¼ thereof;
Thence South along the East boundary line of said Section 35 a distance of 24 feet;
Thence West on a line parallel with and 24 feet South of the centerline of said Section 35 to the West boundary line thereof;
Thence North along said West boundary line of said Section 35 for 24 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: N½

Section 3: N½

306862
CASSIA COUNTY, IDAHO
LARRY A. MCKEESIN
RECORDER
FEB 21 2019 DEPUTY
2019 FEB 24 PM 4 19
RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

PARCEL NO. 4:

TOWNSHIP 12 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: NE¼ (Lots 1 and 2 and the S½NE¼)

PARCEL NO. 5:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: The North 24 feet of the S½ of said Section 35, more particularly described as follows:

Beginning at the Northwest corner of the SW¼ of said Section 35;
Thence East along the centerline of the said section to the Northeast corner of the SE¼ thereof;
Thence South along the East boundary line of said Section 35 a distance of 24 feet;
Thence West on a line parallel with and 24 feet South of the centerline of said section to the West
boundary line of said section;
Thence North 24 feet to the Point of Beginning.

PARCEL NO. 6:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: ALL

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of Water Resources Water Right Nos. 43-13383, 43-13385, 43-13387, 43-13389, 43-13391, 43-13393, 43-13395, 43-13397, 43-13399, 43-13401, 43-13403 and 43-13405.

SUBJECT TO:

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

Taxes for 2006 and subsequent years.

Reservations contained in Warranty Deed from Ben B. Johnson and Dorothy A. Johnson, husband and wife, to Ferris H. Allen and Quentin Allen, recorded November 6, 1952 as Instrument No. 177114 in Book 56 of Deeds, Page 617, records of Cassia County, Idaho, reserving one-half of all mineral, gas and oil rights unto Ben B. Johnson and Dorothy A. Johnson, husband and wife.

Reservation disclosed by Warranty Deed executed by William Roper and Tressa M. Roper, husband and wife to Nellie M. Parr, a widow, dated December ____, 1960 and recorded December 7, 1960 as Instrument No. 209092 in Book 62 of Deeds, records of Cassia County, Idaho, which reads as follows: "excepting and reserving unto the Grantors and their successors in interest the right to the use of said premises as a right-of-way for ingress and egress to and from the remainder of the Southeast Quarter (SE¼) of Section 35, Township 11 South, Range 27 East."

Easement executed by Roper Investment Company, an Idaho Corporation and William Roper and Tressa Roper, husband and wife to Raft River Highway District, a Quasi Municipal Corporation of the State of Idaho, its successors and assigns, dated September 3, 1959 and recorded June 19, 1964 as Instrument No. 19179 on Film No. 28, records of Cassia County, Idaho.

Reservation contained in Warranty Deed from Mrs. Mable Pearce, a widow, to Nellie Parr, a widow, dated January 23, 1961, and recorded March 8, 1961, as Instrument No. 572, on Film No. 3, records of Cassia County, Idaho, which reads as follows: "EXCEPTING AND RESERVING unto the Grantor five percent (5%) of all hydrocarbon or other minerals upon or under the said land with the right to enter into and upon the same and so much of the surface thereof as shall be required for the development and removal of any such minerals so reserved, provided that the remainder of the said land shall be protected by the Grantor herein from damage and injury." (Covers the SW¼ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.)

Billboard and building restrictions and limited access contained in Warranty Deed from Taylor Land Co., a corporation, to the State of Idaho, dated December 21, 1961 and recorded January 26, 1962 as Instrument No. 5023 on Film No. 11, records of Cassia County, Idaho.

Reservation disclosed by Warranty Deed executed by William Roper and Tressa M. Roper, husband and wife to Nellie M. Parr, a widow, dated December ____, 1960 and recorded December 7, 1960 as Instrument No. 209092 in Book 62 of Deeds, records of Cassia County, Idaho, which reads as follows: "excepting and reserving unto the Grantors and their successors in interest the right to the use of said premises as a right-of-way for ingress and egress to and from the remainder of the Southeast Quarter (SE¼) of Section 35, Township 11 South, Range 27 East."

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Billboard and building restrictions and limited access contained in Warranty Deed from Taylor Land Co., a corporation, to the State of Idaho, dated December 21, 1961 and recorded January 26, 1962 as Instrument No. 5023 on Film No. 11, records of Cassia County, Idaho.

Easement and Right of Way Contained from Taylor Land Company, to InterMountain Gas Company, dated February 24, 1968, and recorded March 20, 1968, as Instrument No. 39549 on Film No. 54, records of Cassia County, Idaho, over and across the W½NW¼ of Section 3, Township 12 South, Range 27 East of the Boise Meridian. The pipeline will be located 20 feet East of the West boundary of Section 3.

Agreement of Easement between Parr Brothers, Inc., an Idaho corporation, as Grantor, and Charles W. Parr, whose wife's name is Viola Parr, Clarence Alan Parr, whose wife's name is Melba Parr, and J. Melvin Parr, whose wife's name is Barbara Parr, as Grantee, dated March 1, 1976, and recorded March 24, 1976, as Instrument No. 89296 on Film No. 100, records of Cassia County, Idaho, for the purpose of maintaining the present ditches or a portion of ditches now existing on the Northeast corner of the NE¼ of Section 34, and the Northeast corner of the SW¼ of Section 27, All in Township 11 South, Range 27 East of the Boise Meridian.

Exception contained in Warranty Deed from Adelle Toevs Brim, a married woman, as her sole and separate property, to Deloss C. Stoker and Delores B. Stoker, husband and wife, dated February 1, 1974 and recorded March 17, 1978 as Instrument No. 105877 on Film No. 115, records of Cassia County, Idaho, which reads as follows: "EXCEPTION: Reserving to the Grantor one-half of all gas, oil, mineral and geothermal rights."

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169807 on Film No. 173, records of Cassia County, Idaho, covering the SW¼ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller, and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169808 on Film No. 173, records of Cassia County, Idaho, covering the SE¼ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169811 on Film No. 173, records of Cassia County, Idaho, covering the NE¼SW¼ of Section 34, Township 11 South, Range 27, East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., Idaho rural electric Cooperative of Malta as Seller and Child Investment Company as Consumer, dated April 19, 1985 and recorded May 30, 1985 as Instrument No. 169812 on Film No. 173, records of Cassia County, Idaho, covering the N½ of Section 2, Township 12 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., the Seller, and Golden View - Deloss Stoker, as Consumer, dated April 29, 1986 and recorded June 13, 1986 as Instrument No. 179079 on Film No. 181, records of Cassia County, Idaho, covering the NE¼ of Section 4, Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta the Seller, and Child Investment Company, LTD as Consumer, dated April 20, 1993 and recorded May 11, 1993 as Instrument No. 224483 on Film No. 244, records of Cassia County, Idaho, covering the SW¼ of Section 27, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as Seller and Child Investment Co. % Robert Moss, as Consumer, dated March 9, 1994 and recorded April 15, 1994 as Instrument No. 230295 on Film No. 254, records of Cassia County, Idaho, covering SE¼ of Section 35, Township 11 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as Seller and Child Investment Co. % Robert Moss, as Consumer, dated March 8, 1994 and recorded April 15, 1994 as Instrument No. 230296 on Film No. 254, records of Cassia County, Idaho, covering NE¼ of Section 4, Township 12 South, Range 27, East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243519 on Film No. 278, records of Cassia County, Idaho, covering the SW¼ of Section 27 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243520 on Film No. 278, records of Cassia County, Idaho, covering the N½ of Section 2 Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243521 on Film No. 278, records of Cassia County, Idaho, covering the SW¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243522 on Film No. 278, records of Cassia County, Idaho, covering the NE¼SW¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243523 on Film No. 278, records of Cassia County, Idaho, covering the N½ of Section 2 Township 12 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243525 on Film No. 278, records of Cassia County, Idaho, covering the SE¼ of Section 35 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Robert Moss/Jack Hunsaker, Consumer, dated March 22, 1996 and recorded June 21, 1996 as Instrument No. 243529 on Film No. 278, records of Cassia County, Idaho, covering the SE¼ of Section 34 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Consumer, dated September 1, 1998 and recorded September 10, 1998 as Instrument No. 257766 on Film No. 303, records of Cassia County, Idaho, covering the NW¼SE¼ of Section 35 Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electric Service Between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and M & H Farms, Consumer, dated July 7, 1999 and recorded July 21, 1999 as Instrument No. 264046, records of Cassia 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: February 22, 2006

M & H FARMS, a general partnership

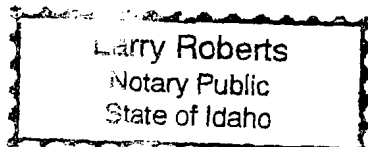
BY: [Signature]
Jack Hunsaker

BY: [Signature]
Robert Hunsaker

BY: [Signature]
Robert Moss

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 22 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Hunsaker, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

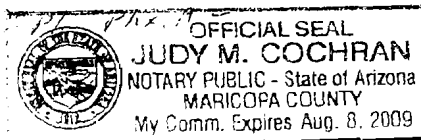


[Signature]
Notary Public
Residing at: Burley, ID
My Commission expires: 06-30-09

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 20 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Hunsaker, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

[Signature]
Notary Public
Residing at: 13601 N. 19th
My Commission expires:

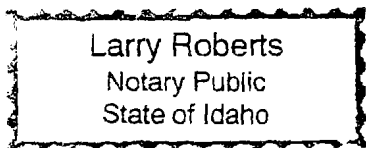


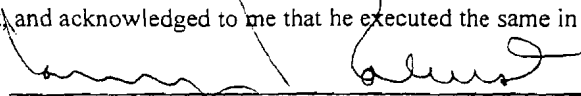
STATE OF IDAHO)

) ss.

COUNTY OF CASSIA)

On this 22nd day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Moss, known or identified to me to be one of the partners in the Partnership of M & H Farms, and one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.





Notary Public

Residing at: Burley, ID

My Commission expires: 6.30.09