

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

RECEIVED

MAR 25 2003

WATER RESOURCES
WESTERN 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 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
61-10113					
37-19840					
37-13234					
37-13235					

km
MAR 25 2003
Department of Water Resources

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)

BARBER-CAVEN RANCHES / Pitch Fork Ranch
6874 Fairview Rd Boise Id 83704

4. New Owner/Claimant(s)

CASA DEL NORTE, LP.

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

RT 1 Box 451

City, State and ZIP Code

GLENNS FERRY, Id 83623

New Telephone Number

(208) 366-7931

5. Date you acquired the property

2-1-1999

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)

[Signature]
MANAGER - CASA DEL MONTE, L.P.

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 DH
 Receipted by _____
 Processed by _____ AJ

Date 3-25-03
 Date _____
 Date _____

Fee \$25 - EACH
 Receipt No. _____
 WR _____ Date _____

WARRANTY DEED

FOR VALUE RECEIVED

Rocky Mountain Land & Cattle, L.L.C., an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Casa Del Norte, L.P., a Delaware limited partnership

GRANTEE(S), whose current address is: Rt 1 Box 451
the following described real property in Elmore
more particularly described as follows, to wit:

Glenns Ferry, Idaho 83623
County, State of Idaho.

(See Attached) Legal Description and Warranty Deed Insert Reservations
etc.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: February 1, 1999

[Signature]
Rocky Mountain Land & Cattle

313440

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE INC.

Time 3:46 P.M.

Date February 16, 1999

GAIL L. BEST, Recorder

[Signature]

Fee 415.00 Deputy

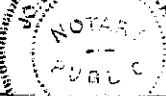
State of Idaho County of Blaineville
On this 16 day of February in the year 1999,
before me, the undersigned, personally appeared
Derek C. Ence
known or identified to me (or proved to me on the oath
of _____ to be one of
the members in the limited liability company of Rocky Mountain
Land & Cattle and the member or one of the members who
subscribed said limited liability company name to the
foregoing instrument, and acknowledged to me that (s)he
executed the same in said limited liability company name;

Sign [Signature]

Name Derek C. Ence

Residing at Idaho Falls, ID

comm. exp. 2-25-2004



LEGAL DESCRIPTION

Parcel I:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 19: SE1/4SE1/4
Section 20: S1/2NW1/4, SW1/4
Section 28: SW1/4NW1/4
Section 29: N1/2NW1/4, SW1/4NW1/4
Section 30: E1/2E1/2
Section 31: N1/2NE1/4
Section 32 N1/2NW1/4, SE1/4SW1/4

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 5: Lots 3 and 4, SW1/4NW1/4, NW1/4SW1/4, SE1/4NW1/4
Section 6: Lots 1 and 2, S1/2NE1/4, N1/2SE1/4

Parcel II:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 24: NE1/4, SE1/4NW1/4, N1/2SE1/4

(See Attached)

LEGAL DESCRIPTION

PARCEL III:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 16: NE1/4NE1/4, W1/2W1/2, SE1/4SE1/4
Section 21: E1/2, NE1/4NW1/4
Section 22: SW1/4NW1/4, NE1/4, E1/2NW1/4, SW1/4
Section 29: SW1/4SE1/4
Section 32: NE1/4, W1/2SE1/4
Section 36: E1/2NW1/4, W1/2SE1/4

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 3: Lots 2, 3, 4, SW1/4NE1/4, S1/2NW1/4, N1/2SW1/4,
SE1/4SW1/4, SE1/4
Section 4: Lots 1, 2, 3, S1/2N1/2, N1/2SW1/4, NE1/2SE1/4
Section 5: Lot 2, SW1/4NE1/4, NE1/4SW1/4, N1/2SE1/4
Section 10: N1/2NE1/4, NE1/4NW1/4

PARCEL III-A:

Township 2 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 22: SE1/4
Section 23: SW1/4SW1/4
Section 27: W1/2SW1/4
Section 28: S1/2S1/2
Section 29: SE1/4SE1/4
Section 34: NW1/4NW1/4, S1/2NW1/4, NE1/4SW1/4, SE1/4
Section 35: S1/2S1/2, NW1/4SE1/4

PARCEL IV:

Township 3 South, Range 11 East, Boise Meridian, Elmore County,
Idaho

Section 2: NW1/4SW1/4

WARRANTY DEED INSERT

RESERVING THEREFROM a perpetual easement that shall run with the land in favor of Grantor and Grantor's successors over and across Sections 2, 3 and 10, Township 3 South, Range 11 East, Boise Meridian, Elmore County, Idaho (the "Subservient Estate"), for the purpose of trailing Grantor's livestock from certain real properties owned by the United States of America and the State of Idaho, upon which Grantor has grazing privileges across the Subservient Estate, to the certain real property owned or leased by Grantor, more particularly described as Section 16, 22, 27 and 28, Township 2 South, Range 12 East, Boise Meridian, Camas County, Idaho (the "Dominant Estate"), subject to the following conditions:

This Easement is granted to permit Grantor access to Dempsey Meadow County Road. If it becomes impractical or impossible for Grantor to use Dempsey Meadow County Road to trail Grantor's livestock (or the livestock of Grantor's successors in interest), Grantees agree, to the extent reasonably possible, to provide Grantor and Grantor's successors with an alternate livestock trailing route across the Subservient Estate.

The foregoing Trailing Easement shall be limited to transporting, herding or driving livestock across the Subservient Estate, moving the livestock in a continuous manner without permitting the livestock to unreasonably graze or unreasonably linger upon the Subservient Estate (except of course Grantor's livestock may be watered on the Subservient Estate).

Grantor and Grantee shall determine where Grantor shall cross Grantee's property.

AND FURTHER RESERVING a perpetual easement that shall run with the land in favor of the Grantor and Grantor's successors for the purpose of watering Grantor's livestock on portions of Grantees' real property more particularly described as Sections 22, 27 and 28, Township 4 South, Range 11 East, Boise Meridian, Elmore County, Idaho, subject to the following terms:

a. By giving this Deed with the reservations of this Watering Easement, Grantor acknowledges that Grantees make no representation or warranty with respect to the availability of water and it is further understood

and agreed that the watering easement reserved unto Grantor is conditioned upon the availability of sufficient water to water Grantor's livestock.

b. If Grantees fence off the available water, Grantees must provide a means by which such water is reasonably available to the cattle of Grantor and Grantor's successors.

c. Grantor's reservation of livestock watering on the Subservient Estate shall not be exclusive to Grantor.

d. Subject to this Watering Easement Grantees shall have the full right to use the Subservient Estate for any use that does not interfere with the enjoyment of Grantor's Easement granted hereby.

AND FURTHER RESERVING the right to apply for and develop a water right to water livestock at the discretion of the Grantor or the Grantor's successors.

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