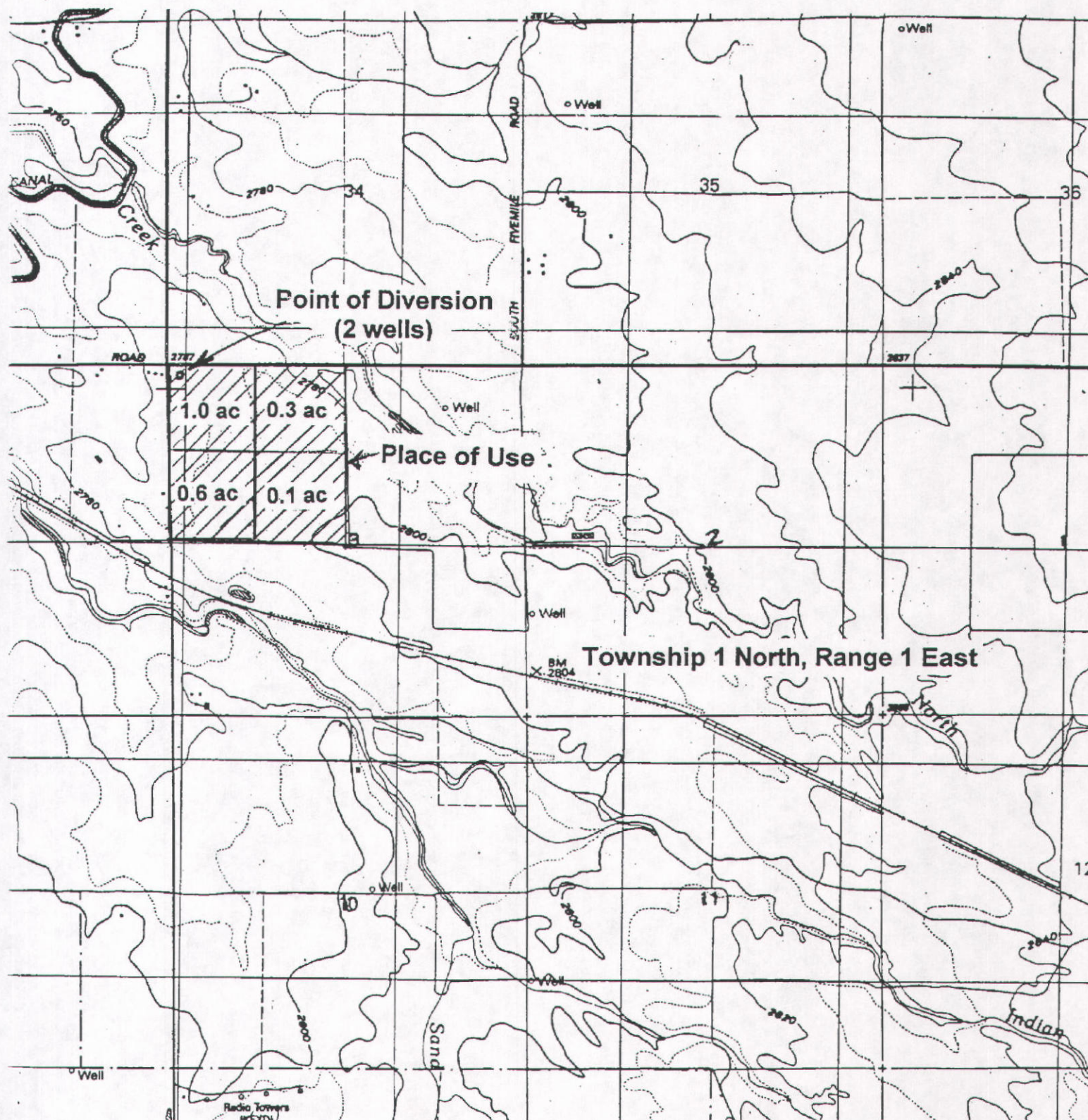


STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



Agency - Summer 2000

TO4N R01E

TO3N R01E

Imagery - Summer 2000

VanEss 1.8A

Gabiola 4A

Cantlon 10A

63-8796

Low 15A

63-10566

Parrie 7.5A

VanEss 22A

Moore 6A

VanEss 2.2A

Arbor Ridge 2A

Touchmark 2A

Boren 3A

LDS Church 3A

LDS Church 2.4A

LDS Church 0.5A

VanLith 14.7A

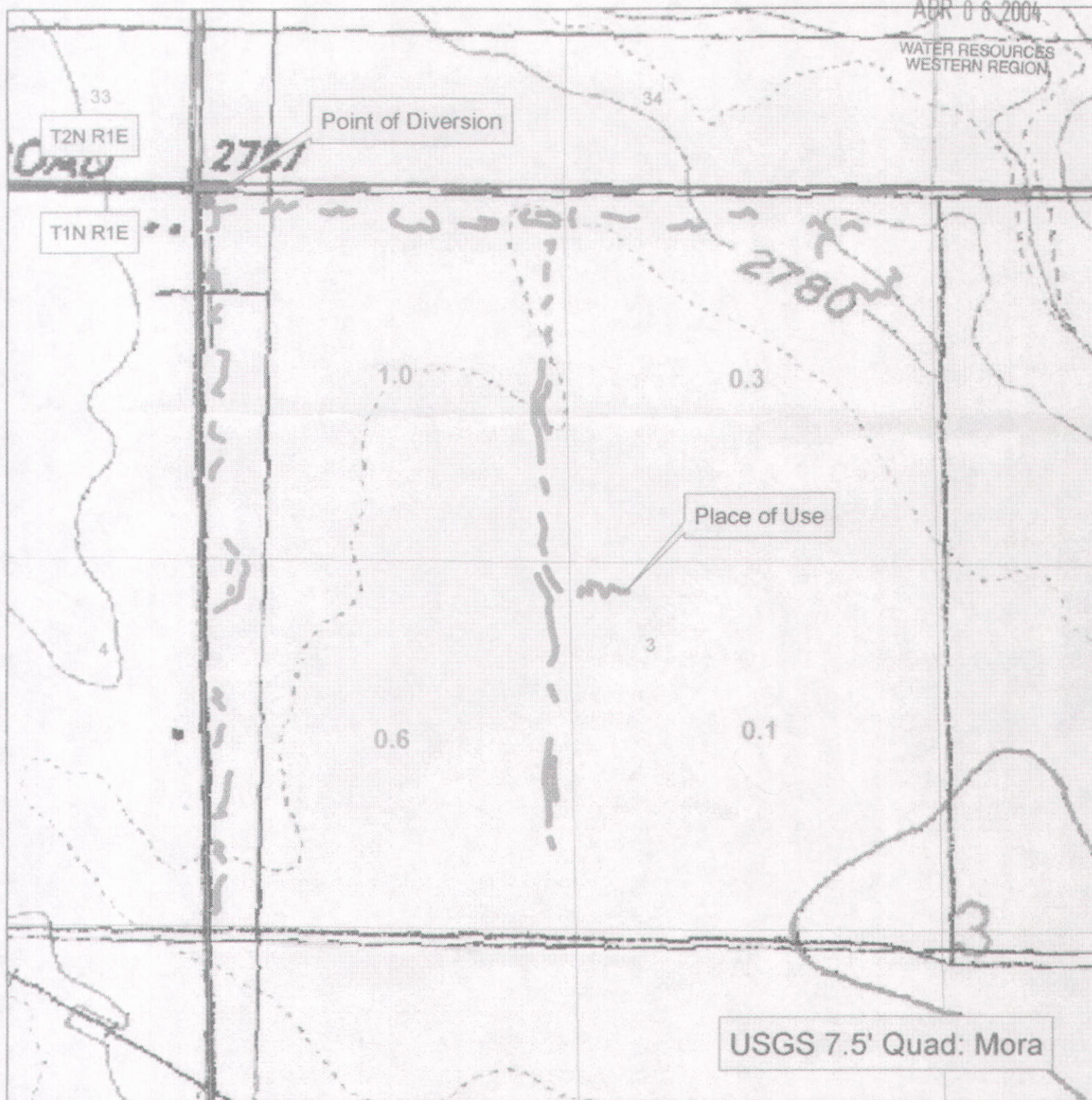
63-9972

T04N R01E

RECEIVED

APR 08 2004

WATER RESOURCES
WESTERN REGION

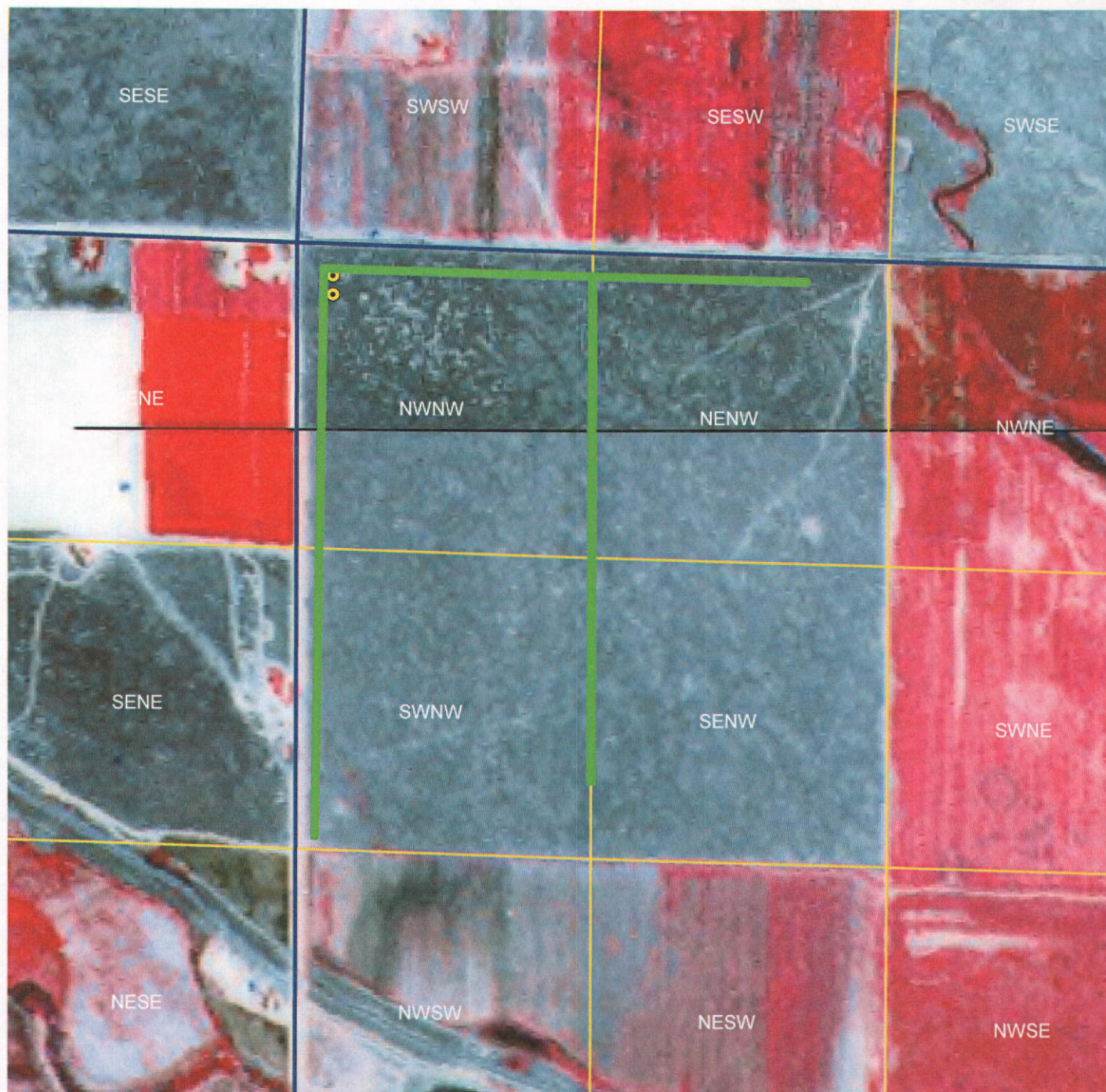


Scale: 1 inch equals 500 feet

Idaho Department of Water Resources

63-31881

T01N R01E S3



- Point of Diversion
- ▭ Place of Use
- ▭ Sections
- ▭ Quarter Quarter



IDWR

Prepared by: Sandy Egbert

Date: 9-16-05

1987 Photography

700 0 700 1400 2100 Feet

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-31881
Date Received: 8/3/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ARBOR RIDGE LLC Phone: (208)888-9946
PO BOX 344
MERIDIAN ID USA 83680

2. Date of Priority: 12/09/1983

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
01N	01E	3	NW	NW	4	ADA	
01N	01E	3	NW	NW	4	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.04	9

7. Total Quantity Appropriated is:
0.04 C.F.S. and/or 9 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
01N	01E	3	NW	NW	4	IRRIGATION	1
			SW	NW		IRRIGATION	0.6
			SE	NW		IRRIGATION	0.1
			NE	NW	3	IRRIGATION	0.3
						Section Acres	2
						Total Acres	2

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 63-31790.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

The total instantaneous diversion of water from all points of diversion under Right 63-31881 shall not exceed 0.04 cfs, nor a total combined annual volume of 9.0 af.

The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Right 63-31745 is also diverted through the point(s) of diversion described above.

15. Basis of Claim: License

WATER RIGHT NO. 63-31881
As Modified by Transfer No. 71181

In accordance with the approval of Transfer No. 71181, Water Right No. 63-31881 is now described as follows.

Right Holder: ARBOR RIDGE LLC
 PO BOX 344
 MERIDIAN ID 83680

Priority Date: December 09, 1983

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.04 CFS	9.0 AF
			0.04 CFS	9.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	L4 (NWNW)	Sec. 3	Twp 01N	Rge 01E	ADA County
GROUND WATER	L4 (NWNW)	Sec. 3	Twp 01N	Rge 01E	ADA County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	3					.3	1.0	.6	.1									2.0
							L3	L4											

Total Acres: 2

CONDITIONS OF APPROVAL

1. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
2. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

WATER RIGHT NO. 63-31881
As Modified by Transfer No. 71181

CONDITIONS OF APPROVAL

6. The total instantaneous diversion of water from all points of diversion under Right 63-31881 shall not exceed 0.04 cfs, nor a total combined annual volume of 9.0 af.
7. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
8. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
9. Right 63-31745 is also diverted through the point(s) of diversion described above.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 14th day of September, 20 04


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 71181

This is to certify that: ARBOR RIDGE LLC
PO BOX 344
MERIDIAN ID 83680
(208)888-9946

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-31881	AJC/License	12/09/1983	0.04 cfs	9.0 af	N/A	2.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-31881	NO	YES	YES	YES	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-31881	63-31881	0.04 cfs	9.0 af	N/A	2.0		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.04 cfs	9.0 af	N/A	2.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 14th day of September, 2004



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 71181APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Arbor Ridge, LLC Phone 208-888-9946Post Office address P.O. Box 344, Meridian, ID 83680

RECEIVED

NOV 25 2003

WATER RESOURCES
WESTERN REGION

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Applicant has purchased a 2-acre portion of water right 63-9972 and proposes moving the water right to applicant's land for irrigation of 2 acres of common area landscape at Arrowrock Ranch Subdivision.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
TBD 12/9/1983 0.04 / 9.0 irrigation Mar. 15 to Nov. 15
to
to

2. Total amount of water being transferred 0.04 cubic feet per second and/or 9.0 acre-feet per annum.

3. Source of water ground water tributary to NA

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NW	NW	3	1N	1E	Ada	
		NW	NW	3	1N	1E	Ada	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1E	3					0.3	1.0	0.6	0.1									2.0
							.4	.4	.6										

Total Acres 2

PART 1

6. General Information:

a. Description of diversion system Two wells with electric pumps, pipe to sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
X Yes No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. See attached Water Right Purchase and Sale Agreement

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
The land has been sold without groundwater rights.

Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-9972 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☒ Other Purchase and Sale Agreement

3. Source of water ground water tributary to NA

4. Date or priority 12/9/1983

5. Water is used for the following purposes:

amount 0.60 / 135.0 for irrigation purposes from Mar. 15 to Nov. 15
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.60 cubic feet per second and/or 135.0 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NW	NE	31	4N	1E	Ada	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	31			30														30

Total Acres 30

9. Describe any other water rights used for the same purpose as described above none

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.04 / 9.0 for irrigation purposes from Mar. 15 to Nov. 15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NW	NE	31	4N	1E	Ada	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	31			2														2

Total Acres 2

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 0.56 / 126 for irrigation purposes from Mar. 15 to Nov. 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

3. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NW	NE	31	4N	1E	Ada	

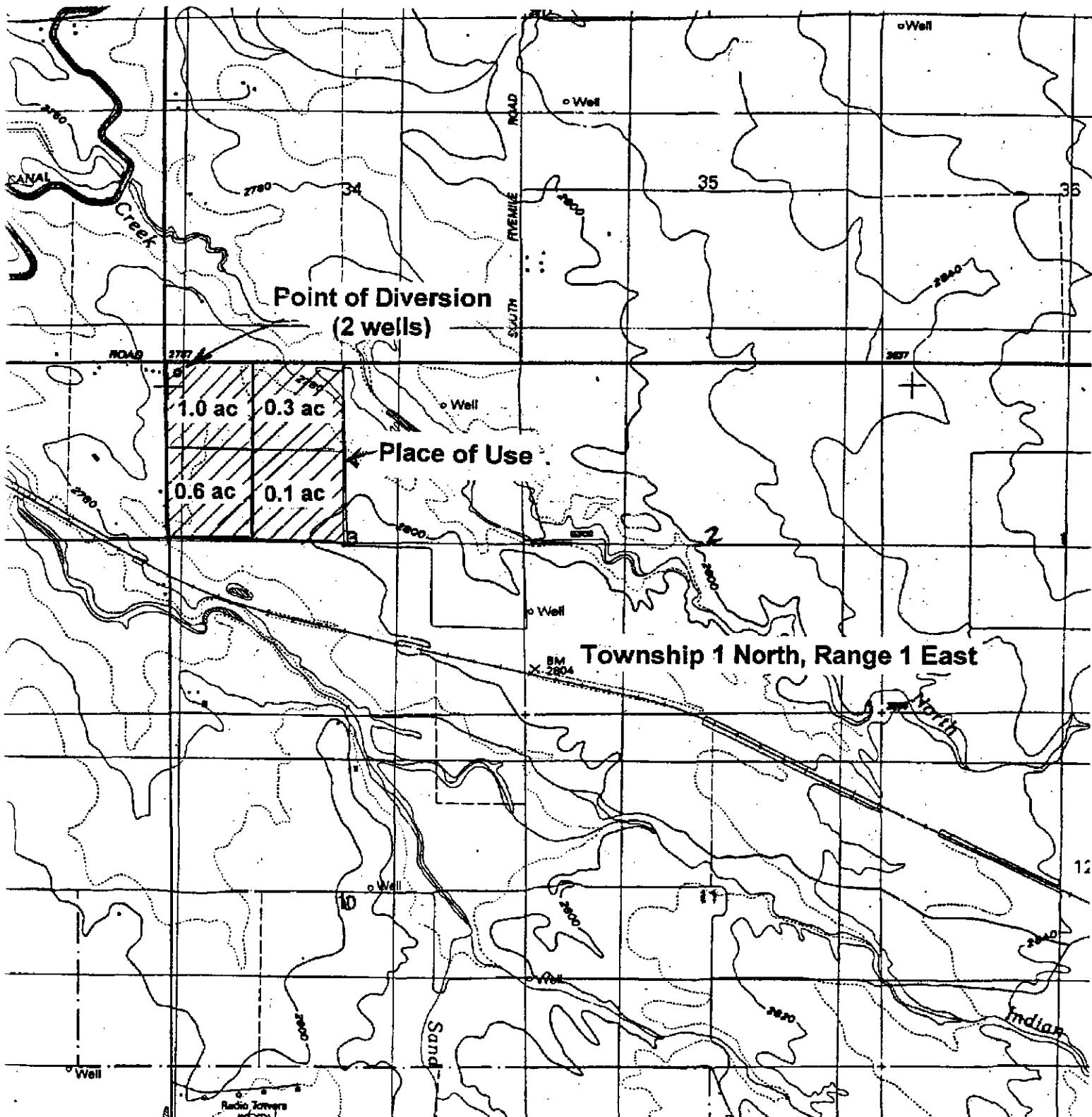
4. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	31			28														28

Total Acres 28

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge: _____

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



[Signature]
 (Signature of Applicant)

Subscribed and sworn to before me this 11th day of July, 2003.

Maribel L. Boncz
 (Notary Public)

Residing: Meridian, ID

My commission expires 8/30/08

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by KL Date 11/25/03 Protest filed by _____

Prelim. Check by _____ Fee 100.00

Received by KL Date 11/25/03 WD31131

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 17th day of Nov., 2003 by and between Renata L. Ham, d/b/a Stonecreek Turf, a sole proprietorship (the "Seller"), whose address is 5125 Morningdale Dr., Boise, ID 83713, and Arbor Ridge, LLC, an Idaho limited liability corporation (the "Buyer"), whose address is P.O. Box 344, Meridian, Idaho 83680. In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns a water right to divert ground water for irrigation purposes within the Boise River Basin (administrative Basin 63), which water right is represented by license number 63-9972 in the records of the Idaho Department of Water Resources ("Department"), and which water right authorizes diversion of ground water for irrigation uses on certain lands in Ada County during the irrigation season at a rate of 0.02 cubic feet per second ("cfs") per irrigated acre and a total annual diversion volume of 4.5 acre-feet per acre per year, such lands being located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, section 31, T4N, R1E, Boise Meridian in Ada County (the "Property"). A copy of the water right license is attached as Exhibit A to this Agreement. The Property is more particularly described on Exhibit B.
2. Seller desires to sell the approximately 6.7 percent (2/30) portion of water right no. 63-9972 that is appurtenant to 2 acres in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ within the Property (this portion of licensed water right no. 63-9972 hereinafter referred to as the "Water Right").
3. Buyer desires to purchase the Water Right and transfer its point of diversion and place of use to Buyer's property in Ada County, or, in the alternative, use the Water Right as mitigation for a new ground water permit in which the retirement of the Water Right will serve a mitigation or similar purpose.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell the Water Right to Buyer, and Buyer agrees to purchase it.

4. Purchase Price. The Purchase Price for the Water Right is [REDACTED], payable as follows:

- a. Non-refundable Earnest Money payment. Upon execution of this Agreement by Seller and Buyer, Buyer shall pay Seller [REDACTED] Dollars [REDACTED] as a non-refundable earnest money payment ("Earnest Money"). As more particularly

described below, the Earnest Money shall be applied toward the Purchase Price at Closing, but shall be retained by Seller and not refunded to Buyer if, for any reason other than Seller's refusal to close, the purchase and sale does not close.

b. Balance of purchase price. [REDACTED], being the Purchase Price less the Earnest Money, shall be due and payable to Seller at Closing.

5. Buyer responsible for water right transfer. Within thirty days after this Agreement is signed, Buyer shall file, with the Idaho Department of Water Resources ("Department"), either an application to change or transfer the Water Right to Buyer's place of use, proposed nature or time of use, and point of diversion or, in the alternative, an application for a new ground water permit in which the retirement of the Water Right will serve a mitigation or similar purpose (collectively, "Transfer"), and thereafter shall diligently pursue the Transfer at Buyer's sole cost. Upon filing the Transfer, Buyer shall provide a copy of the Transfer to Seller. Upon Seller's receipt of a copy of the Transfer, the Water Right no longer will be diverted from the well on Seller's property or placed to beneficial use by Seller unless Buyer agrees in writing that it can be so used on an interim basis during the pendency of the Transfer.

6. Seller to cooperate with Buyer's Transfer efforts. Seller shall cooperate with the Buyer in pursuit of the Transfer and, at Buyer's request, Seller shall provide Buyer with any information Seller has concerning the Water Right that Buyer may reasonably request in pursuit of the Transfer; provided, that if responding to such request will require Seller to incur attorney or consultant fees or costs, the following conditions shall apply:

a. Seller shall provide Buyer a written estimate of such fees and costs and shall not be obligated to provide a response until Seller receives from Buyer a written approval of such fees and costs and a commitment from Buyer to pay them directly or reimburse Seller for Seller's payment of them. Once Seller has received such approval, Seller shall provide the response to the extent of the fees and costs covered in the approval.

b. Seller shall forward to Buyer all bills for such fees and costs within thirty days after Seller receives invoices for such expenses from a consultant or attorney, and shall inform Buyer whether Seller has paid these invoices or, in the alternative, is forwarding them to Buyer for payment.

c. Within thirty days after Buyer receives them, Buyer shall either pay such invoices directly or reimburse Seller for Seller's payment of them.

7. Closing. Closing shall occur no later than the earlier of: a) ten days after the final, unappealable approval of the Transfer ("Transfer approval"), or b) the one-year anniversary date of this Agreement. At the Closing:

a. Seller shall deliver to Buyer: i) an executed and acknowledged Water Right Grant Deed and Assignment ("Deed") in the form of the specimen attached to this Agreement as Exhibit C; ii) all documentation, including appropriate deeds, leases, and assignments, confirming Seller's ownership of the Water Right and its entitlement to convey it to Buyer; iii) an executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of the appropriate portion of the Snake River Basin Adjudication Claim for the Water Right; and iv) such other documents as Buyer may reasonably request within thirty days prior to Closing to confirm Buyer's ownership of the Water Right or its transferability. Seller shall make best efforts to provide all documents referenced in item ii of this paragraph within 10 days after the date of this Agreement.

b. Buyer shall deliver to Seller the balance of the Purchase Price by means of a cashier's check or other means of payment acceptable to Seller. Buyer shall have responsibility for recording or filing the Deed and Notice of Change of Ownership and other documents with the county recorder, the Department, the SRBA Court, or any other entities Buyer deems appropriate.

8. Failure to close; Buyer's and Seller's elections. If the Transfer approval does not occur on or before the anniversary of this Agreement, Buyer at its option may either proceed to closing within 20 days after such anniversary deadline or terminate this Agreement by written notice and forfeit its Earnest Money. If Buyer fails to close the transaction within such 20 days after the anniversary deadline or otherwise breaches this Agreement, in addition to any other remedies Seller might have, Seller at its option may terminate this Agreement and retain the Earnest Money. If this Agreement is terminated by whatever means, Buyer, at its cost, shall forthwith withdraw and cancel the Transfer and take any steps necessary to ensure that the Department cancels, reverses or otherwise nullifies the Transfer application process and any Transfer approval, and such obligations shall survive the termination.

9. Representations and Warranties.

a. Seller hereby represents and warrants that:

- i. The Water Right has been beneficially used as the sole water source to irrigate the Property;
- ii. The Property no longer will be irrigated by the Water Right after the date of this Agreement, subject to the provision for interim use in paragraph 5, above;

- iii. Seller is the owner of the Water Right and has not conveyed, mortgaged, or pledged the Water Right to any other person or entity;
- iv. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
- v. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;
- vi. A claim for the Water Right has been filed in the Snake River Basin Adjudication, but Seller makes no representation or warranty regarding the outcome of that proceeding as it might affect the Water Right;
- vii. The Water Right has been placed to continual beneficial use on the Property, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right; and
- viii. Seller makes no other guarantees or warranties as to the Water Right, its yield upon transfer, or its transferability. Buyer understands and agrees that the purchase price set forth above will remain the same regardless of the amount of water Buyer ultimately is allowed to divert and place to beneficial use under the Transfer; that the amount of water could be less than the face value of the Water Right; and that, should it approve the Transfer, the Department may impose conditions on the use of the Water Right.

b. Buyer hereby represents and warrants that:

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
- ii. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

10. Remedies on Default. If either party breaches this Agreement, the non-breaching party shall be entitled to all remedies available at law or in equity.

11. Notices:

Seller: Renata L. Ham
5125 Morninggale Drive
Boise, ID 83713

Buyer: Greg Johnson, Managing Member
Arbor Ridge, LLC
P.O. Box 344
Meridian, Idaho 83680

12. General Provisions.

a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

b. No modification, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

d. Time is of the essence to this Agreement. In particular, the requirement that Closing must occur within 12 months of the date of this Agreement is a central and material term, and either party's failure to close within that time period, subject to the provisions of paragraph 8, above, shall be a breach of this Agreement.

e. All obligations referred to herein that reasonably are to be performed, or may be performed, after Closing, and all representations and warranties contained herein, shall survive the Closing and delivery of Seller's Water Right Grant Deed and Assignment.

f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

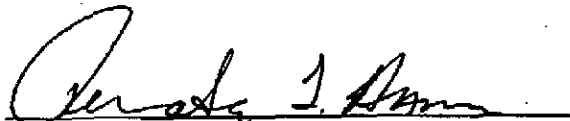
g. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as stated above unless such party shall have directed in writing that notice be sent to a different address.

h. This Agreement may be executed in counterparts.

[end of text]

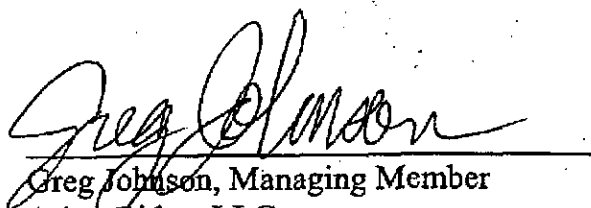
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the date set forth above.

SELLER:



Renata L. Ham
Stonecreek Turf

BUYER:



Greg Johnson, Managing Member
Arbor Ridge, LLC

WATER RIGHT LICENSE

WATER RIGHT NO. 63-09972

Priority: December 9, 1983

Maximum Diversion Rate:

0.60 CFS

Maximum Diversion Volume:

135.0 AF

This is to certify, that FRANK N. HAM
WYOMA HAM

4415 N. LOCUST GROVE
MERIDIAN, ID 83642

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 21, 1983; and has submitted Proof of Beneficial Use on January 17, 1989. An examination indicates that the works have a diversion capacity of 2.490 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.60 CFS	135.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NWNE, Sec. 31, Township 04N, Range 01E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	01E	31	SWNE	30		30

Total number of acres irrigated: 30

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

MICROFILMED

SEP 18 1990

Exhibit A

Image 7 - Summer 2000

TO 4N R01E

TO 3N R01E

GIVENS PURSLEY LLP
277 North Sixth Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701-2720
Attn: Jeffrey C. Fereday

DRAFT

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Grantor Renata Ham of Meridian, Idaho, on her own behalf and on behalf of Stonecreek Turf, a sole proprietorship, hereby grants, bargains, sells, and conveys unto Grantee, Arbor Ridge, LLC, whose address is P.O. Box 344, Meridian, Idaho 83680, all of Grantor's right, title, and interest in and to the following portions of licensed irrigation ground water right no. 63-9972:

The approximately 6.7 percent (2/30) portion of water right no. 63-9972 that is appurtenant to a total of 2 acres in: the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, section 31, T4N, R1E, Boise Meridian, in Ada County:

This portion of ground water right no. 63-9972 is referred to herein as the "Water Right."

Grantor hereby further assigns to Grantee all of Grantor's right, title, and interest in and to the above-described portion of the license for ground water right no. 63-9972 issued by the Idaho Department of Water Resources, a copy of which is attached hereto as Exhibit A, together with a like portion of Grantor's right, title, and interest in and to any claim for the Water Right filed in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576. The Water Right conveyed by this Deed is subject to all conditions and limitations specified on such license or that may be imposed by the SRBA Court.

Grantor hereby covenants to Grantee that Grantor has ceased to divert and use the Water Right on the above-described acres or otherwise. Grantor makes no other guarantees or warranties as to the Water Right, its transferability, or its yield upon transfer, change, or exchange.

[End of Text]

TO HAVE AND TO HOLD the Water Right unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused her name to be subscribed to this Grant Deed effective the ___ day _____ of 2003.

GRANTOR:

RENATA HAM and
STONECREEK TURF, a sole proprietorship

DRAFT

Renata L. Ham

STATE OF IDAHO)
) ss.
County of Ada _____)

On this ____ day of _____, 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Renata Ham, known or identified to me to be the person who executed the above Grant Deed, and acknowledged to me that she executed the same on her own behalf and on behalf of Stonecreek Turf, a sole proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 83-09972

Priority: December 9, 1983

Maximum Diversion Rate: 0.60 CFS
Maximum Diversion Volume: 135.0 AF

This is to certify, that FRANK N. HAM
WYOMA HAM

4415 N. LOCUST GROVE
MERIDIAN, ID 83642

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 21, 1983; and has submitted Proof of Beneficial Use on January 17, 1989. An examination indicates that the works have a diversion capacity of 2.490 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.60 CFS	135.0 AF

LOCATION OF POINT(S) OF DIVERSION: NWNE, Sec. 31, Township 04N, Range 01E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	01E	31	SWNE	30		30

Total number of acres irrigated: 30

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

MICROFILMED

SEP 18 1990

Exhibit A



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

August 11, 2003

Arbor Ridge, LLC
P.O. Box 344
Meridian, ID 83642

Re: Escrow No.: 228282
Seller: Pioneer 1031 Company and Anthony H. Miller and Teresa L. Miller, husband and wife
Buyer: Arbor Ridge, LLC
Property:

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records are your original Warranty Deed and Title Insurance Policy.

We appreciate having had this opportunity to be of service to you. If you have questions or if we can help you again, please feel free to contact us.

Sincerely,

PIONEER TITLE COMPANY OF ADA COUNTY

Sue Rich
Escrow Officer

Enclosures

dm:dm

228282/PM



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/06/03 12:07 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00



103131424

2

1

WARRANTY DEED

For Value Received

Anthony H. Miller and Teresa L. Miller, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Arbor Ridge, LLC

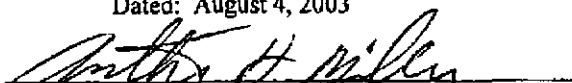
hereinafter referred to as Grantee, whose current address is P.O. Box 344, Meridian, ID 83642

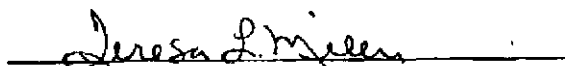
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

Dated: August 4, 2003


Anthony H. Miller


Teresa L. Miller

STATE OF IDAHO. County of Ada, ss.

On this 5th day of August, in the year of 2003, before me the undersigned, notary public personally appeared Anthony H. Miller and Teresa L. Miller known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Desiree A. Mayden
Notary Public of IDAHO
Residing at Nampa
Commission expires: March 9, 2006

EXHIBIT A

Lots 3 and 4 and the South Half of the Northwest quarter of Section 3, Township 1 North, Range 1 East of the Boise Meridian, Idaho.

EXCEPT those portions thereof lying within Kuna Mora Road and Cloverdale Road.

THIS IS NOT A SURVEY. THIS MAP IS
FOR INFORMATIONAL PURPOSES
ONLY. PIONEER TITLE COMPANY
MAKES NO REPRESENTATIONS AS
TO THE ACCURACY OF THE MAP
AND ASSUMES NO LIABILITY FOR IT.

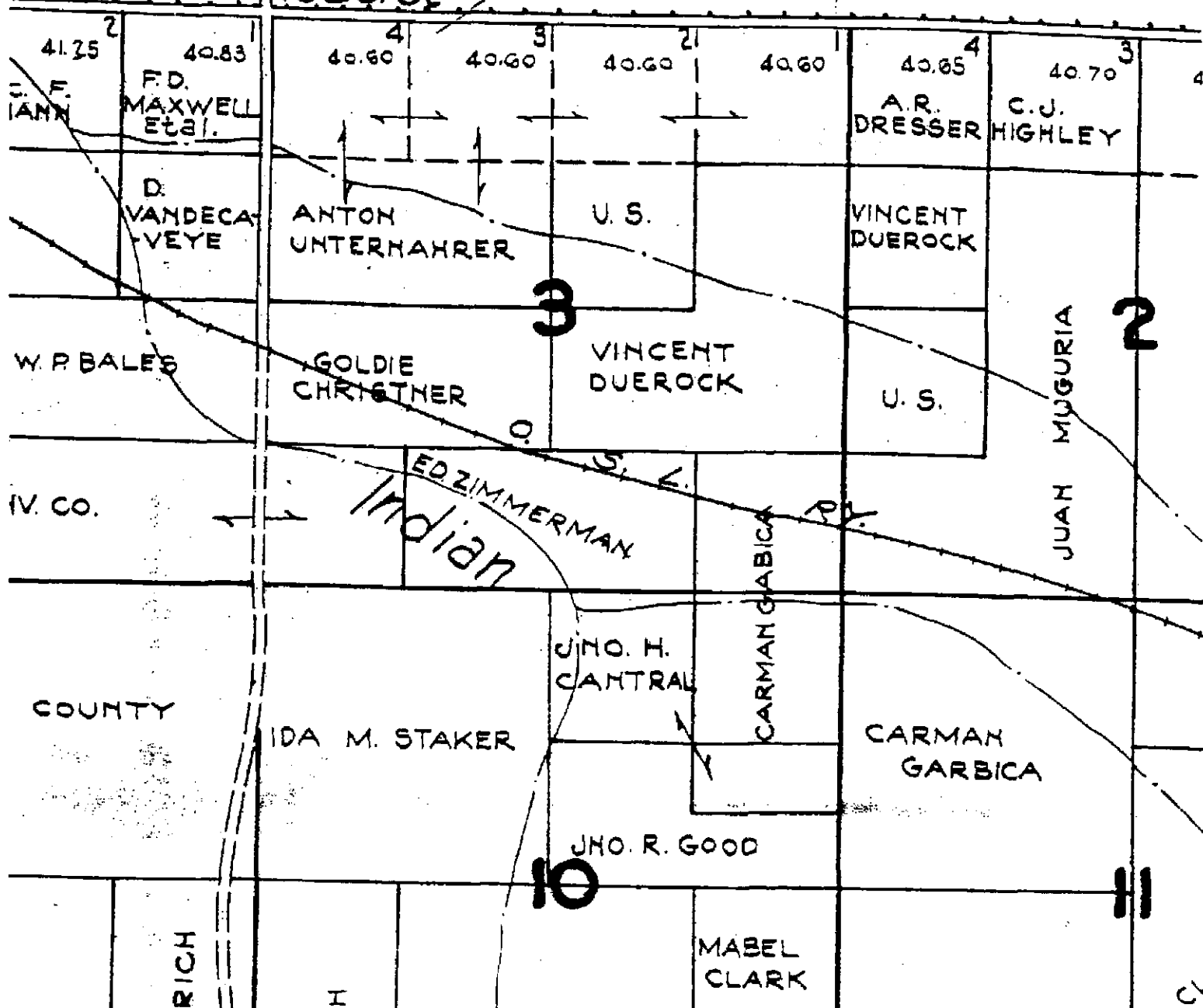
NSHIP 1 N., RANGE

ADA COUNTY, IDAHO

13

To Boise

Crew
owns
are
highlighted



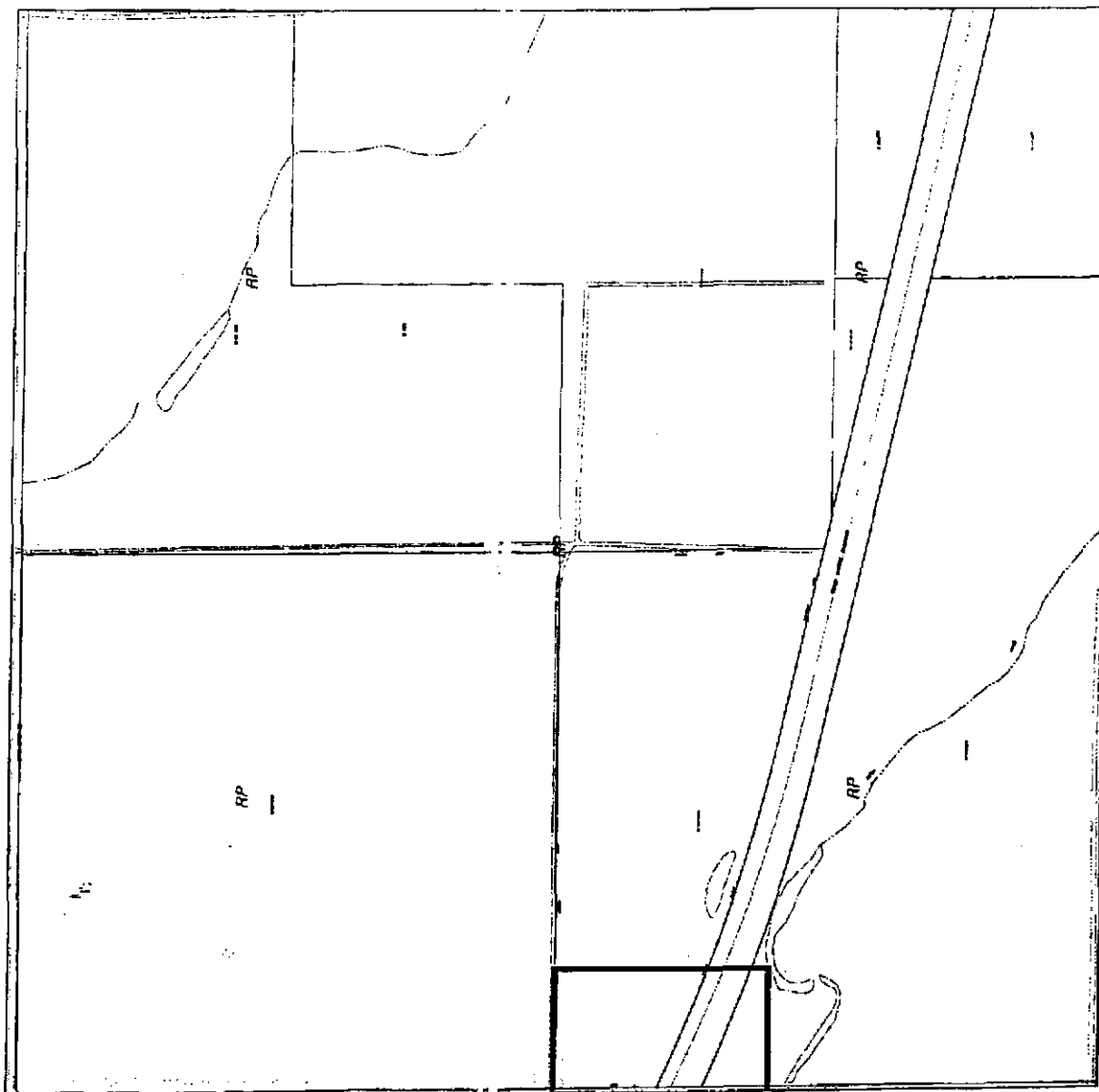
SECTION 03, T1N R1E





Kuna Mora

Cloverdale

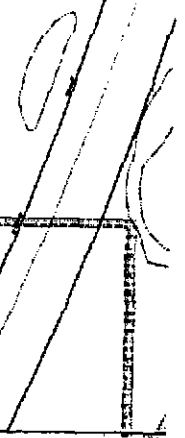


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THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.

100

14



Old Republic National Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

Lots 3 and 4 and the South Half of the Northwest quarter of Section 3, Township 1 North, Range 1 East of the Boise Meridian, Idaho.

EXCEPT those portions thereof lying within Kuna Mora Road and Cloverdale Road.

This Policy is invalid unless the cover sheet and Schedule B are attached.



Idaho Secretary of State Viewing Business Entity

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for ARBOR RIDGE, LLC](#)]

ARBOR RIDGE, LLC

PO BOX 344
MERIDIAN, ID 83680

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Oct 2003

State of Origin: IDAHO

Date of 06 Dec 2000

Origination/Authorization:

Current Registered Agent: GREG JOHNSON
660 E FRANKLIN STE 240
MERIDIAN, ID 83642

File Number: W13641

Date of Last Annual Report: 05 Dec 2002

Amendments:

Amendment 0 filed 06 Dec ARTICLES OF
2000 ORGANIZATION

[View Document](#)
[Online](#)
[Download \(TIFF](#)
[format\)](#)

Amendment 1 filed 18 Feb OTHER - ADD ADN DELETE
2003 MANAGERS

[View Document](#)
[Online](#)
[Download \(TIFF](#)
[format\)](#)

Annual Reports:

Report for year 2001 ANNUAL REPORT

[View Document Online](#)
[Download \(TIFF format\)](#)

Report for year 2002 ANNUAL REPORT

[View Document Online](#)
[Download \(TIFF format\)](#)

[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

AFFIDAVIT OF RENATA HAM

(Water Right Nos.

63-10566, 63-9972, 63-8796)

Originally received 3-28-03 with Town Ranch LP transfer application for 63-8796. Affidavit is a thick spiral-bound notebook. Duplicate copies of the affidavit continue to be received with subsequent filings related to the above right(s). To avoid unneeded duplication in IDWR files, this cover page has been substituted for the copy of the affidavit received with this new filing.

SEE WR FILE 63-8796 FOR THE COMPLETE AFFIDAVIT.

THIS COPY IS FOR FILE #

63-31881 563-31880

INITIALS:

DAW

DATE:

3-30-04

Imagery - Summer 2000

VanEss 1.8A

Gabiola 4A

Canlon 10A

63-8796

Low 15A

63-10566

Parrie 7.5A

VanEss 22A

Moore 6A

VanEss 2.2A

Arbor Ridge 2A

Couchmark 2A

Boren 3A

LDS Church 3A

LDS Church 2.4A

LDS Church 0.5A

VanLith 14.7A

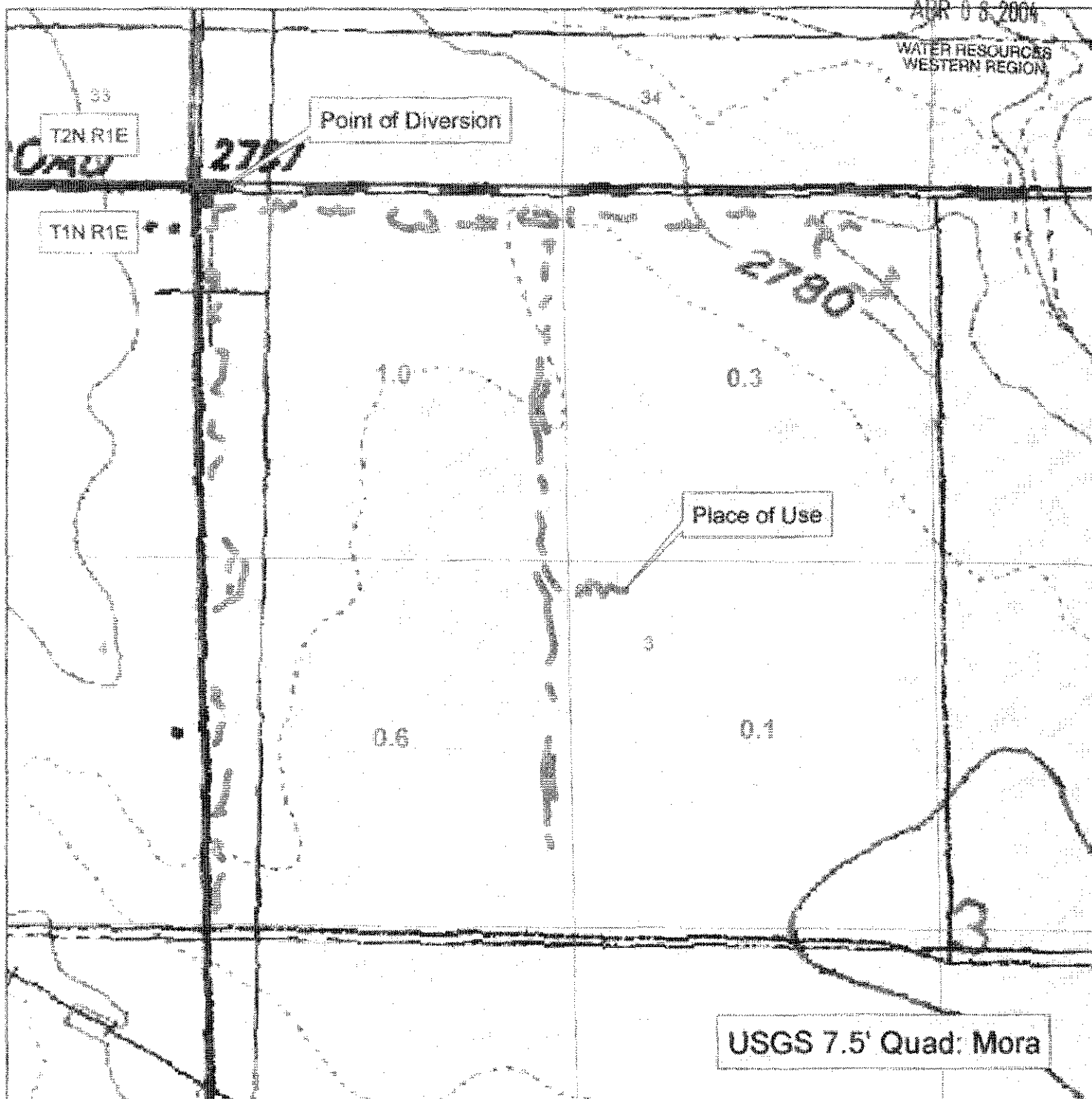
63-9972

T04N R01E

RECEIVED

APR 08 2004

WATER RESOURCES
WESTERN REGION



Scale: 1 inch equals 500 feet

09/16/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-31881
NAME AND ADDRESS: ARBOR RIDGE LLC
PO BOX 344
MERIDIAN ID 83680

SOURCE: GROUND WATER
QUANTITY: 0.040 CFS
9.000 AFY

TRIBUTARY:

The total instantaneous diversion of water from all points of diversion under Right 63-31881 shall not exceed 0.04 cfs, nor a total combined annual volume of 9.0 af.

PRIORITY DATE: 12/09/1983

POINT OF DIVERSION:

T01N R01E S3 NWNW Lot 4 Within ADA County

T01N R01E S3 NWNW Lot 4 Within ADA County

Right 63-31745 is also diverted through the point(s) of diversion described above.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.040 CFS 9.00 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within ADA County

T01N R01E S03 Lot 3 NENW	0.3	T01N R01E S03 Lot 4 NWNW	1.0
T01N R01E S03 SWNW	0.6	T01N R01E S03 SENW	0.1

2 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

09/16/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

The right holder shall accomplish the change authorized by Transfer 71181 within one (1) year of the date of the approval.

This right is a split from former right 63-31790.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

Idaho Department of Water Resources

63-31881

T01N R01E S3



- ⊙ Point of Diversion
- ▭ Place of Use
- ▭ Sections
- ▭ Quarter Quarter



IDWR
Prepared by: Sandy Egbert
Date: 9-16-05
1987 Photography

700 0 700 1400 2100 Feet

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31881

WATER RIGHT NUMBER: 63-31881

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ARBOR RIDGE LLC PO BOX 344 MERIDIAN, ID 83680 (208)888-9946
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 12/09/1983 ✓

Basis: License ✓

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER ✓	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.040 CFS ✓	9.00 AF ✓
	3-1	<u>Total Diversion:</u> 0.040 CFS ✓	9.00 AF ✓

Location of Point(s) of Diversion

GROUND WATER ✓	L4 (NW1/4NW1/4) ✓	Sec. 3,	Twp 01N,	Rge 01E, B.M. ✓
ADA County				
GROUND WATER ✓	L4 (NW1/4NW1/4) ✓	Sec. 3,	Twp 01N,	Rge 01E, B.M. ✓
ADA County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	3					.3	1.0	.6	.1									2.0 ✓
							L3	L4											

Total Acres: 2 ✓

Conditions of Approval:

1. T09 Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31881

2. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
3. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
4. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. P21 This right is a split from former right 63-31790.
6. R69 This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
7. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. X36 Right 63-31745 is also diverted through the point(s) of diversion described above.
9. T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
10. WB4 The total instantaneous diversion of water from all points of diversion under Right 63-31881 shall not exceed 0.04 cfs, nor a total combined annual volume of 9.0 af.

Remarks:Comments:

1. psdaggs 9/14/2004 1:51:24 PM Transferred Right
Comment: This is now an approved transfer, transfer number = 71181

Dates and Other Information:

Claim Received Date: 8/3/1989
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre: 0.03
 Generic Max Volume Per Acre: 4.5
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

Water Supply Bank:

4N1F S31

