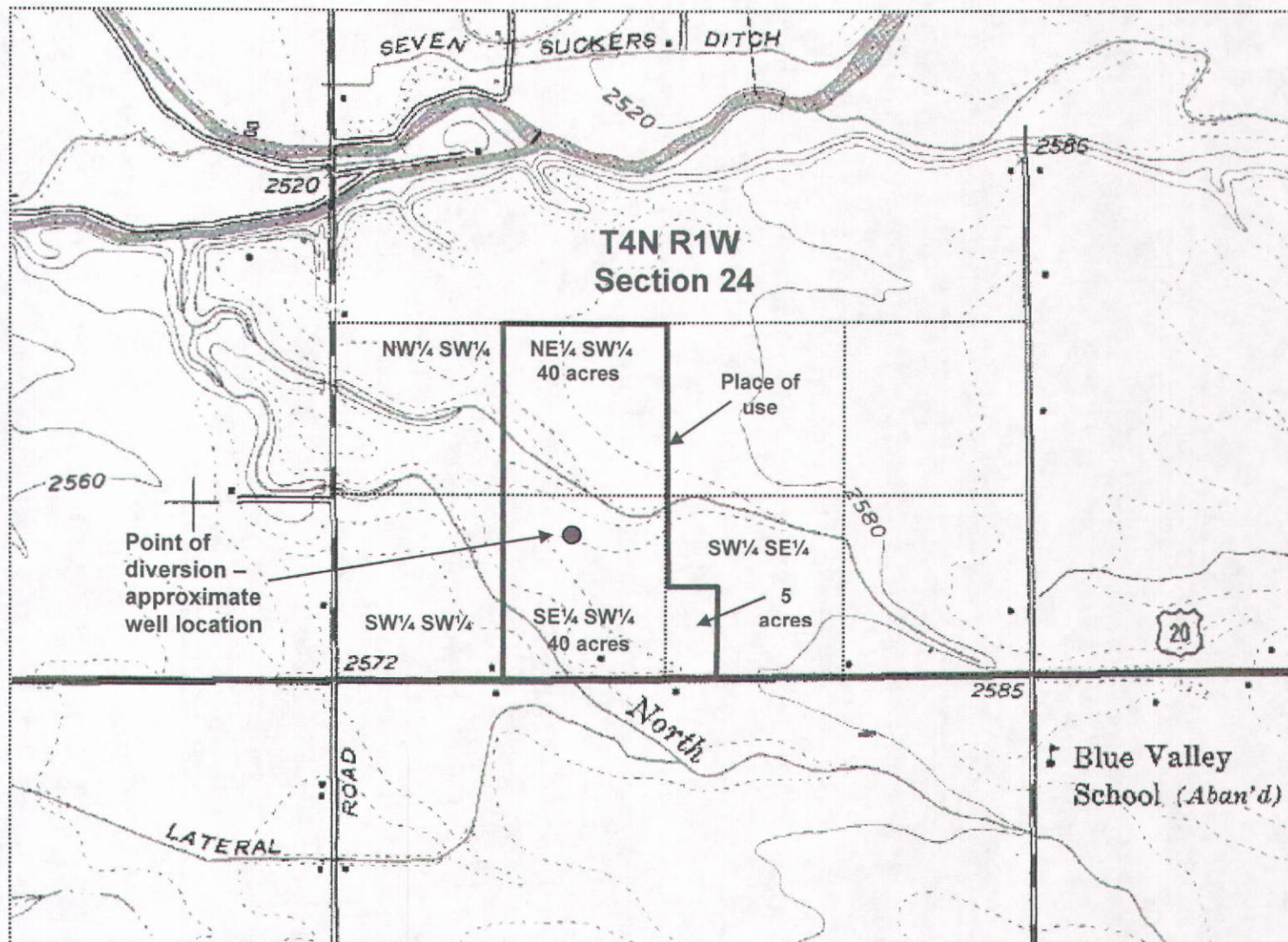


STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- 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.



Idaho Department of Water Resources



T04N, R01W,
S24

Claim No: 63-32043

Prepared By: Kimberly Brown

Date: October 21, 2005



Place of Use



Section Lines



1/4 1/4



Point of Diversion

Acres Irrigated = 65.0



300 0 300 600 Feet



1987 NAPP



Ada County Assessor Land Records/GIS

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Property Details for Parcel R2910711100 and Year 2006

2006 ▼

[Change Year](#)

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[Details](#)

[Valuation](#)

[Tax Districts](#)

[Characteristics](#)

Parcel: R2910711100

Year: 2006

Zone Code: RUT

Total Acres: 5.007

Tax Code Area: 71

Property Description:

LOT 1 BLK 2

FOXTAIL SUB

#97023450



[View Interactive Map of this Parcel](#)

Address: 6479 N FOX RUN AVE MERIDIAN , ID 83642

Subdivision: FOXTAIL SUB

Land Group Type: SUB

Township/Range/Section: 4N1W24

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Property Details for Parcel S0424346600 and Year 2006

2006

[Change Year](#)

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[Details](#)

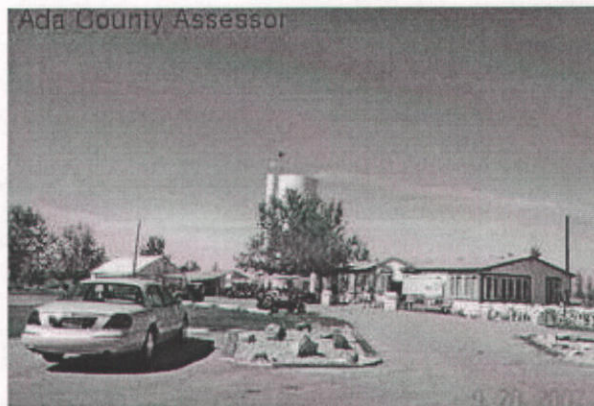
[Valuation](#)

[Tax Districts](#)

[Characteristics](#)

Parcel: S0424346600
Year: 2006
Zone Code: RUT
Total Acres: 78.79
Tax Code Area: 71
Property Description:
PAR #6600 OF E2SW4

SEC 24 4N 1W
#310000 R
#99012397



[View Interactive Map of this Parcel](#)

Address: 990 W CHINDEN BLVD MERIDIAN , ID 83642
Subdivision: 4N 1W 24
Land Group Type: SECT
Township/Range/Section: 4N1W24

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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 63-32043
Date Received: 9/11/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WILSON PROPERTIES LP Phone: (208)424-9322
1101 W RIVER ST STE 150
BOISE ID USA 83702

2. Date of Priority: 03/18/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	01W	24	SE SW	ADA	

5. Description of diverting works:

Foxtail golf course well

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.34	165.5

7. Total Quantity Appropriated is:
0.34 C.F.S. and/or 165.5 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
04N	01W	24	NE	SW	IRRIGATION	39
			SE	SW	IRRIGATION	23
			SW	SE	IRRIGATION	3
					Section Acres	65
					Total Acres	65

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:

The right holder shall accomplish the change authorized by this transfer within one 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.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.

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 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Use of this right is combined with water from Settlers Irrigation District.

Place of use is known as Foxtail Golf Course.

15. Basis of Claim: License

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: A63-08608
Date Received: 8/30/1989
Receipt No: 2011551
Received By: CP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MERLE LINDLEY
Address: 990 E. CHINDEN BLVD.
MERIDIAN, ID

208-888-2432

83642

2. Date of Priority: MAR 18, 1977

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4
04N	01E	19	SW	SE	

Lot Department of Water Resources
County
ADA

5. Description of diverting works:

WELL, 16" CASING, 247' DEEP, 30 HP TURBINE PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.840		

7. Total Quantity Appropriated is:
0.840 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	01E	19	NW	SE		IRR	40.0
			SW	SE		IRR	35.0

Section Acres 75.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	01W	24	NE	SE		IRR	39.0
			NW	SE		IRR	16.0
			SE	SE		IRR	30.0

Section Acres 85.0

Total Acres 160.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
SETTLERS IRRIGATION DISTRICT

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Mark H. Swilly Date: 8-30-89
_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 30th day
of August 19 89

Carter Fritschle
Notary Public

Seal

Residing at _____

My Commission Expires _____

Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994

WATER RIGHT NO. 63-32043
As Modified by Transfer No. 71731

In accordance with the approval of Transfer No. 71731, Water Right No. 63-32043 is now described as follows.

Right Holder: WILSON PROPERTIES LP
 1101 W RIVER ST STE 150
 BOISE ID 83702

Priority Date: March 18, 1977

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	0.34 CFS	165.5 AF
			0.34 CFS	165.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SESW Sec. 24 Twp 04N Rge 01W ADA County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N 01W 24									39.0				23.0				65.0

Total Acres: 65

CONDITIONS OF APPROVAL

- EXP 1. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- EXP 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.
- EXP 4. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
- EXP 5. The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

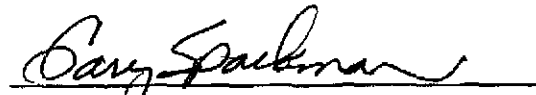
WATER RIGHT NO. 63-32043
As Modified by Transfer No. 71731

CONDITIONS OF APPROVAL

6. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
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 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
9. Use of this right is combined with water from Settlers Irrigation District.
10. Place of use is known as Foxtail Golf Course.

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 28th day of September, 20 05


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 71731

This is to certify that: WILSON PROPERTIES LP
1101 W RIVER ST STE 150
BOISE ID 83702
(208)424-9322

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>
63-32043	AJC/License	03/18/1977	0.34 cfs	165.5 af	N/A	65.0	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>
63-32043	NO	YES	YES	NO	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>
63-32043	63-32043	0.34 cfs	165.5 af	N/A	65.0		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.34 cfs	165.5 af	N/A	65.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 28th day of September, 2005



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

RECEIVED

NOV 16 2004

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1WATER RESOURCES
DIVISION

Wilson Properties LP

Phone 208-424-9322Post Office address 1101 West River Street, Suite 150, Boise ID 83702

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 proposes supplemental irrigation of 65 acres on property

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
<u>TBD</u>	<u>3/18/1977</u>	<u>0.34 / 165.5</u>	<u>irrigation</u>	<u>Mar 15</u> to <u>Nov 15</u>
				to _____
				to _____

2. Total amount of water being transferred 0.34 cubic feet per second and/or 165.5 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
		SE	SW	24	4N	1W	Ada	Foxtail Golf Course Well

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	
4N	1W	24									40			40			5		85

Total Acres 85

Note: Supplemental irrigation would occur on 65 acres within an 85-acre permissible place of use.

PART 1

6. General Information:

- a. Description of diversion system One well with electric submersible pump, piped to pond; booster pump from pond 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?
Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. _____
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Supplemental irrigation will be removed

Remarks:

Supplemental irrigation within the property is also provided by 63-12092

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. 63-8608 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 See attached water right purchase and sale agreement

3. Source of water ground water tributary to NA

4. Date or priority 3/18/1977

5. Water is used for the following purposes:

amount 0.84 / 407.5 for irrigation purposes from 3/15 to 11/15
(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 0.84 cubic feet per second and/or 407.5 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	19	4N	1E	Ada	

8. 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	19														40	35		75
4N	1W	24													39	16		30	85

Total Acres 160

9. Describe any other water rights used for the same purpose as described above Settlers Irrigation District

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 0.34 / 165.5 for irrigation purposes from 3/15 to 11/15
 (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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	19	4N	1E	Ada	

3. 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	19														30	35		65

Total Acres 65

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

1. amount 0.50 / 242.0 for irrigation purposes from 3/15 to 11/15
 (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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SW	SE	19	4N	1E	Ada	

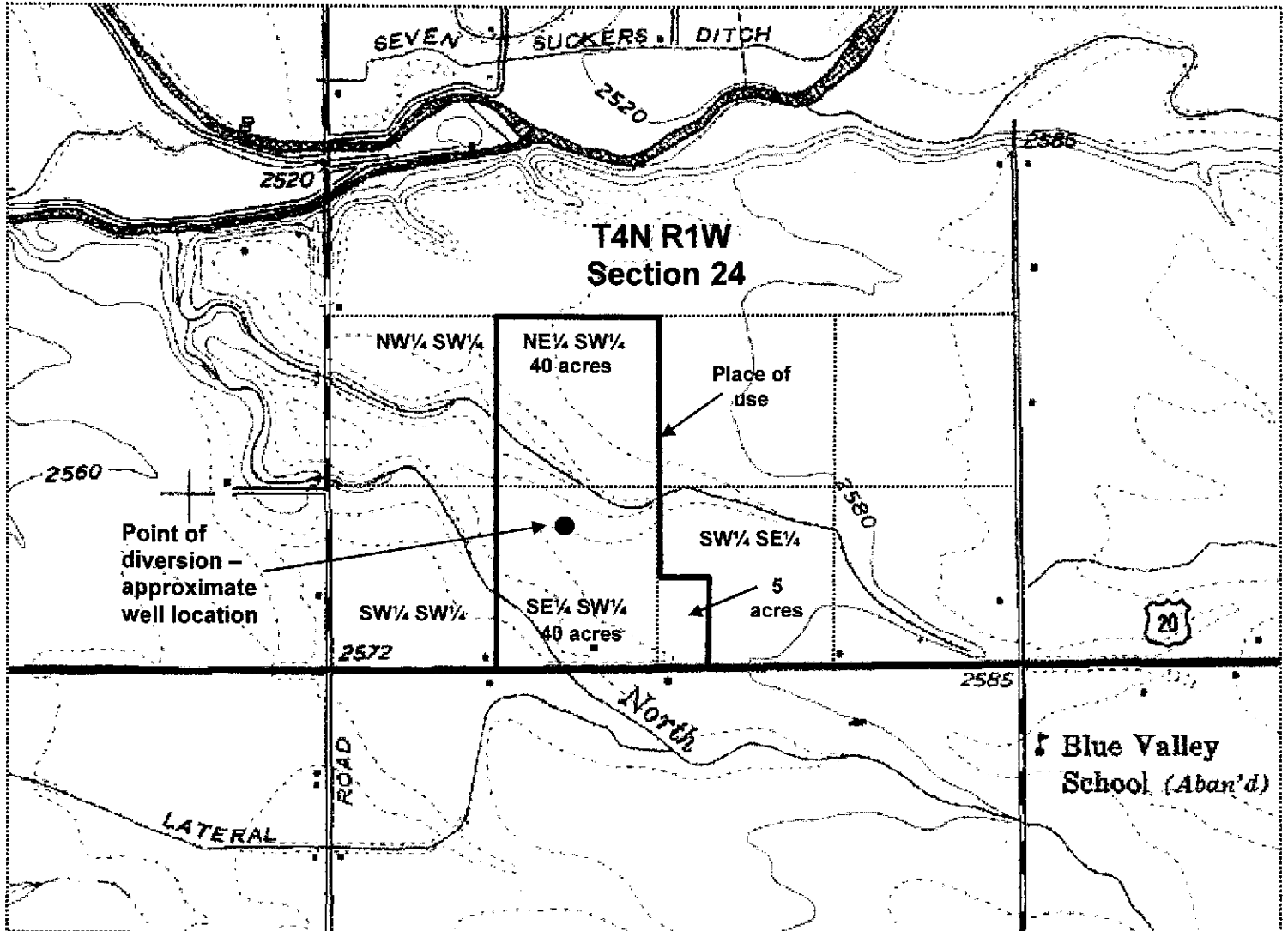
3. Lands irrigated or place of use:

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	19														10			10
4N	1W	24													39	16		30	85

Total Acres 95

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. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
NA _____ 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.

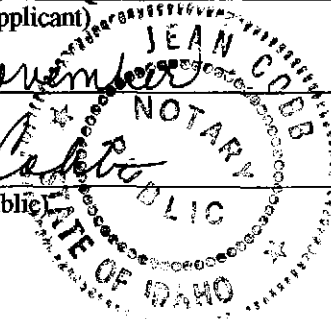
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Charles H. Wilson
 (Signature of Applicant)

Subscribed and sworn to before me this 11th day of November, 2004

Jean Cobb
 (Notary Public)

My commission expires 4/25/05

**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by DS Date 11-16-04 Protest filed by _____

Prelim. Check by 6 Fee \$250-

Receipted by DS W032394 Date 11-16-04

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 _____

ATTACHMENT A
WATER RIGHT PROOF OF OWNERSHIP

Boise
Idaho Falls
Pocatello

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

JoAnn C. Butler

208.385.5404 direct
jab@moffatt.com

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

July 3, 2000

208.345.2000
208.385.5384 fax
www.moffatt.com

Allan Bosch
Dillion Bosch Daw & Bock, Chtd.
225 N. 9th Street, Suite 210
Boise, ID 83702

Re: Merle Lindley/Ramon and Marilyn Yorgason
MTBR&F File No. 21-205.16

Dear Allan:

Enclosed is the original, fully executed Real Estate Purchase Agreement by and between Merle H. Lindley and Lou Jean B. Lindley Trust and Ramon and Marilyn Yorgason. I have retained a copy for my file.

Sincerely,

JoAnn C. Butler

JoAnn C. Butler

JCB/laa

Enclosure

cc: Ramon Yorgason (w/encl.)

RECEIVED DILLION, BOSCH
DAW & BOCK, CHTD.

JUL - 5 2000

BOI_MT1:303597:1

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made this 29th day of June, 2000, by and between Merle H. Lindley and Lou Jean B. Lindley Trust, or assigns (collectively "Seller"), and Ramon and Marilyn Yorgason, or assigns ("Buyer").

RECITALS

A. Seller owns that certain property located at 990 East Chinden Blvd., Eagle, County of Ada, State of Idaho, 83616, more particularly described on Exhibit A, attached hereto and made a part hereof.

B. Seller desires to sell, transfer and convey such property and Buyer desires to purchase such property all according to the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals above, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, Seller and Buyer represent, covenant, undertake and agree as follows:

1. AGREEMENT OF SALE AND PURCHASE.

Seller agrees to sell, transfer and convey and Buyer agrees to purchase and have transferred and conveyed, all for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following:

(a) Property. The land legally described in Exhibit A, attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging (the "Land"), and improvements and structures located on the Land (collectively the "Improvements"). The Improvements and the Land are hereinafter collectively referred to as the "Real Property."

(b) Intangible Property. All intangible property, whether enumerated herein or not, in which Seller has an interest, now or hereafter used in connection with the operation or maintenance of the Improvements, the Land, or the Personalty, including, without limitation, all leases, licenses and other agreements to occupy all or any part of the Real Property (all hereinafter collectively referred to as the "Intangible Property").

(c) Appurtenant Rights. All right, title, and interest of Seller to land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining the Land to the center line of such street, road or avenue, and to the use of all easements, if any, whether of record or not, appurtenant to the Land and the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous or adjoining such Land and to all water and water rights, ditch and ditch rights, water storage and storage rights (all hereinafter collectively referred to as the "Appurtenant Rights"). Notwithstanding anything to the contrary herein, all water rights in connection with the existing irrigation well on the Property shall be retained by Seller.

The Land, Improvements, Intangible Property, and Appurtenant Rights are hereinafter sometimes collectively referred to as the "Property."

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement as of the date set forth below.

SELLER:

Merle H. Lindley
Merle H. Lindley

LOU JEAN B. LINDLEY TRUST

By Merle H. Lindley
Merle H. Lindley, Trustee

BUYER:

Ramon Yorgason

Marilyn Yorgason

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Agreement
as of the date set forth below.

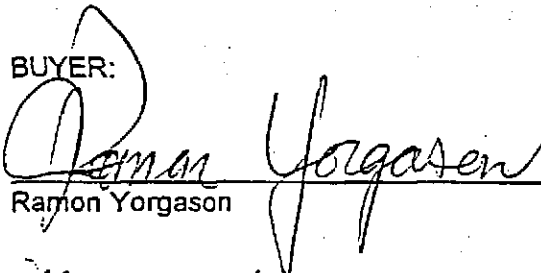
SELLER:

Merle H. Lindley

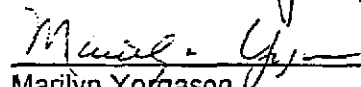
LOU JEAN B. LINDLEY TRUST

By _____
Merle H. Lindley, Trustee

BUYER:



Ramon Yorgason



Marilyn Yorgason

251 E. FRONT STREET
SUITE 200
P.O. Box 639
BOISE, IDAHO 83701
208-388-1000
208-388-1001(F)

SPINK & SUTHER

ATTORNEYS AT LAW

LLP

FAX COVER SHEET

DATE: SEPTEMBER 23, 2004

TOTAL PAGES SENT: 5

TO:

NAME: LINDA MONTGOMERY

ORGANIZATION: BOSCH DAW &

BALLARD

CHARTERED

FAX: 344-9140

PHONE: 344-8990

CC:

NAME:

ORGANIZATION:

FAX:

PHONE:

FROM: SHARON G. GALLIVAN

PHONE: (208) 388-1000

E-MAIL: SGALLIVAN@SB-ATTORNEYS.COM

SUBJECT: CORRECTED AND RE-RECORDED WARRANTY DEED

FILE #: 21205.16

COMMENTS: PLEASE SEE THE ATTACHED CORRECTED AND RE-RECORDED WARRANTY DEED
FROM MR. LINDLEY TO CAPITAL DEVELOPMENT. PLEASE DO NOT HESITATE TO
CLAL IF YOU HAVE ANY QUESTIONS REGARDING THIS INSTRUMENT.

CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) NAMED AS RECIPIENTS. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND/OR PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, THE ATTORNEY-CLIENT PRIVILEGE AND/OR WORK PRODUCT DOCTRINE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS TRANSMISSION, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE. DO NOT DELIVER, DISTRIBUTE OR COPY THIS TRANSMISSION, DISCLOSE ITS CONTENTS, OR TAKE ANY ACTION IN RELIANCE ON THE INFORMATION IT CONTAINS.

RECEIVED BOSCH, DAW
& BALLARD, CHTD.

SEP 23 2004

ADA COUNTY RECORDER
J. DAVID NAVARRO
100 ST. MARY

2002 AU 14 PM 12:00

On-Record
RECORDED-REQUEST OF

12.00 FEE DEPUTY *J. Payson*

102091867

ALLIANCE

**This sheet has been added to document
to accommodate recording information.**

RECORDED - REQUEST OF

THIS FORM SUBMITTED COURTESY OF

ADA COUNTY RECORDER
J. DAVIS MAULROD

FEE 9- DEPUTY X Butler

ALLIANCE TITLE &
ESCROW CORP.

2001 HR 25 PM 5:00

101027187

ALLIANCE TITLE

READ & APPROVED BY GRANTEE(S)

SPACE ABOVE THIS LINE FOR RECORDING DATA

(7300)

Order No.: 01091243 LMV/RB

WARRANTY DEED

FOR VALUE RECEIVED MERLE H. LINDLEY AND MERLE H. LINDLEY, AS TRUSTEE
FOR THE LOU JEAN B. LINDLEY TRUST

GRANTOR(S), does/do hereby GRANT, BARGAIN, SELL and CONVEY unto CAPITAL
DEVELOPMENT, INC., an Idaho corporation

GRANTEE(S), whose current address is: 2304 N. COLE ROAD, BOYSE, ID 83704
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:

As set forth on the attached EXHIBIT "A", which by this
reference becomes a part hereof.

"Notwithstanding anything to the contrary herein, all water
rights in connection with the existing irrigation well on the
property shall be retained by the Seller."

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 easements, reservations, dedications, encumbrances, 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.

Dated March 22, 2001

THE LOU JEAN B. LINDLEY TRUST

Merle H. Lindley
MERLE H. LINDLEY

Merle H. Lindley
MERLE H. LINDLEY, as Trustee

STATE OF IDAHO
COUNTY OF ADA

On this 23rd day of March, in the year of 2001, before me, the undersigned, a Notary
Public in and for said State, personally appeared MERLE H. LINDLEY

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.



Signature: Kristie Agler
Name: Kristie Agler
Residing at: BOYSE, ID
My Commission Expires: 05/15/05

STATE OF IDAHO, COUNTY OF ADA, ss.
I, J. Davis Maulrod, Recorder for said County, do hereby certify that the Attached is a full,
true, and correct copy of the original as the same was presented to me for recording, and I have
affixed my official seal and signature to the same.
J. DAVIS MAULROD, Recorder
101027187

ORDER NO. 01081243 LW9/XB

EXHIBIT "A"

The West Half of the Southeast Quarter of Section 19, in Township 4 North, of Range 1 East of the Boise Meridian, in Ada County, State of Idaho.

KICKET one acre in the West Half of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, described as:

COMMENCING at the South Quarter corner of Section 19, Township 4 North, Range 1 East; thence North 08 degrees 10'41" East 40 feet to the POINT OF BEGINNING; thence North 08 degrees 10'41" East 208.71 feet; thence South 88 degrees 51'25" East 208.71 feet; thence South 08 degrees 10'41" West 208.71 feet; thence North 08 degrees 51'25" West 208.71 feet to the POINT OF BEGINNING.

AND EXCEPT that portion conveyed to the State of Idaho by Deed recorded under Instrument No. 132485 in Book 228 of Deeds at Page 145.

ORDER NO. 01091243 LWP/RB

STATE OF IDAHO, County of Ada, ss.

On this 26th day of March in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIE H. LINDLEY known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee of THE LOU JEAN S. LINDLEY TRUST and acknowledged to me that he/she/they executed the same as Trustee.

Signature: Marie H. LindleyName: Marie H. Lindley

(Type or Print)

Residing At: Boise, IDMy Commission expires: 7-22-2005

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 21st day of October, 2004 ("Effective Date") by and between Merle H. Lindley and the Lou Jean B. Lindley Trust ("Seller"), whose address is 25588 Par Drive, Caldwell, Idaho and Wilson Properties LP, an Idaho limited partnership, whose address is P.O. Box 2793, 1101 W. River Street, Ste 150, Boise, ID 83702 ("Buyer"). 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 within the Boise River Basin, which water right is represented by Water Right License No. 63-8608 issued by the Idaho Department of Water Resources ("Department"). Water Right No. 63-8608 authorizes diversion of ground water for irrigation at a total diversion rate of 0.84 cfs and a total annual diversion volume of 407.5 acre-feet per acre per year. Water Right No. 63-8608 is appurtenant to, and has been beneficially used on, 160 acres of lands owned by Seller and lands formerly owned by Seller (W1/2SE1/4 Section 19, T4N, R1E) from which Water Right 63-8608 was reserved and retained by Seller, as described in the Water Right License issued by the Department, a copy of which is attached hereto as Exhibit A.
2. Seller desires to sell to Buyer that portion of the Water Right appurtenant to 65 acres of Seller's lands (the "Water Right") for transfer to Buyer's place of use.
3. Buyer desires to purchase the Water Right and to change the point of diversion and place of use thereof to Buyer's property for supplemental irrigation use ("Transfer").
4. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

AGREEMENT

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

1. Purchase Price. The Purchase Price for the Water Right is [REDACTED] DOLLARS ([REDACTED]), payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of [REDACTED], being five percent of the Purchase Price as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and

sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer or if the failure to close is caused by the Seller, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.

- b. Balance of Purchase Price. [REDACTED] being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
 - c. Adjustment to Purchase Price. Seller and Buyer acknowledge that the Purchase Price is based upon [REDACTED] per each of the sixty five irrigated acres to which the Water Right is appurtenant, which in turn is based upon an assumed transferable volume of 2.55 acre-feet and a transferable diversion rate of 0.0053 cfs per each of such sixty five irrigated acres. If the Department, in its review of the Transfer, determines to authorize the Transfer, but determines to allow a total annual diversion volume of less than 165.5 acre-feet of ground water at Buyer's point of diversion and place of use and Buyer has waived the conditions precedent herein and is otherwise prepared to close, then the Purchase Price may be adjusted and reduced if Buyer and Seller can agree upon a mutually acceptable price. If the Buyer and Seller cannot agree on a mutually acceptable adjusted price, Buyer at its election may, but is not required to, close the purchase by paying the full purchase price.
2. Escrow Agent. The Escrow Agent shall be as mutually agreed upon by Buyer and Seller.
 3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and costs.
 4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right including records and reports of crops grown on the sixty five acres that Buyer may reasonably request to respond to any Department requests for information or documentation supporting the Transfer application. Buyer, at its sole cost, will prepare, file, and prosecute the Transfer Application with the Department and use its reasonable best efforts to obtain the Transfer Approval contemplated by the parties. Promptly after the execution of this Agreement, Buyer shall file with the Department an application to transfer the Water Right.
 5. Delivery into Escrow. Prior to Closing Seller and Buyer shall deliver the following to the Escrow Agent:
 - a. Seller.
 - i. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;

- ii. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and
 - iii. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.
 - b. Buyer.
 - i. Written notice of the Department's Transfer Approval; and
 - ii. The balance of the Purchase Price, subject to any adjustments thereto pursuant to paragraph 1(c) above.
6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:
- a. Seller is not in default and each of Seller's representations and warranties remain true and accurate.
 - b. Issuance of the Transfer Approval authorizing diversion and use of ground water at a rate of not less than 0.34 cfs and a total annual volume of not less than 165.5 acre-feet for supplemental irrigation use on Buyer's property, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right ("Transfer Approval).
 - c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.
 - d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.
 - e. Seller's approval of any condition of the Transfer Approval which does, or could, adversely impact Seller's remaining water rights and farming operations.
7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied nor waived by Buyer, or in the event of any default by Seller, or the, breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by October 1, 2005 Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.

8. Buyer's Waiver of Transfer Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive the conditions precedent set forth in paragraph 6 above and close the Water Right purchase, to the extent that the Department's Transfer Approval reduces the rate or annual volume authorized to be diverted at Buyer's point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval nevertheless to be sufficient for Buyer's intended use. If Buyer so waives any condition precedent, then Buyer shall remain obligated to pay the Purchase Price subject to any adjustments to the Purchase Price provided for by paragraph 1(c). In the event Buyer completes the closing of this transaction, all conditions precedent shall be deemed waived.
9. Closing. Closing shall occur within fifteen (15) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Transfer Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Transfer Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:
- a. Deliver the Purchase Price, less any permitted adjustments and Seller's share of the escrow fees and costs, to Seller;
 - b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Ada County, Idaho; and
 - c. Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.
10. Representations and Warranties.
- a. By Seller:
 - i. The Water Right has been beneficially used for supplemental irrigation of the sixty five acres from which the Water Right will be transferred;
 - ii. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
 - iii. Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or entity;
 - iv. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller and which will be released prior to closing;
 - v. Seller is not in default with respect to any of its obligations or liabilities

pertaining to the Water Right;

- vi. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
- viii. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;
- ix. The Water Right has been placed to continued beneficial use on the real property described in Recital 2 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

b. By Buyer.

- 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.

11. 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.
- e. All obligations referred to herein to be performed at a date or time or times after Closing, and all representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty 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, representative, successors and assigns.

- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein 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]

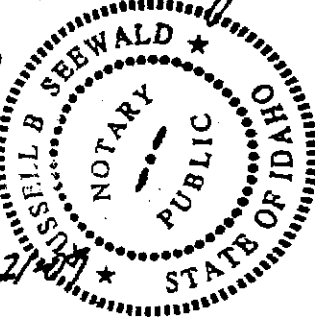
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:

At this 26th day of October, 2004, before me Russell B. Seewald, a notary public personally appeared Merle H. Lindley.

By: Merle H. Lindley
Merle H. Lindley

Russell B. Seewald
Notary Public for Idaho
Residing - Boise, ID
Commission Expires 7-21-07



By: Merle H. Lindley
Merle H. Lindley, Trustee for the Lou
Jean B. Lindley Trust

BUYER:

WILSON PROPERTIES LP, an Idaho
limited partnership

By: Charles H. Wilson
Charles H. Wilson
Its: General Partner

ATTACHMENT B
NEW PLACE OF USE PROOF OF
OWNERSHIP



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/03 11:30 AM
DEPUTY Jamie Parsons
RECORDED - REQUEST OF
First American Title Company
AMOUNT 3.00



WARRANTY DEED

For Value Received

Reed J. Bowen, Jr. and Mary H. Bowen, husband and wife

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

Wilson Properties, L.P., an Idaho Limited partnership

hereinafter referred to as Grantee, whose current address is

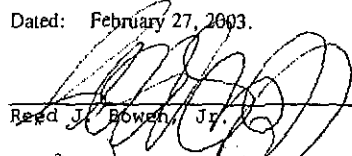
1101 W. River Street, Suite 150 - Boise, ID 83702

the following described premises, to-wit:

Lot 1 in Block 2 of FOXTAIL SUBDIVISION, according to the Official Plat thereof, filed in Book 73 of Plats at Page 7563-7564, Official Records of Ada County, Idaho.

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 that Grantor will warrant and defend the same from all claims whatsoever.

Dated: February 27, 2003.


Reed J. Bowen, Jr.

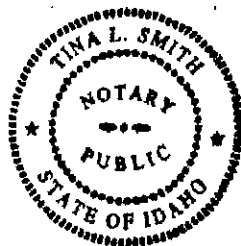

Mary H. Bowen

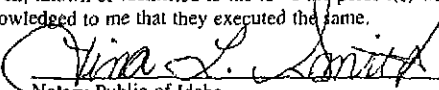
STATE OF IDAHO)

ss.

COUNTY OF ADA)

On This 27th day of February, in the year 2003, before me, a Notary Public in and for said State, personally appeared Reed J. Bowen, Jr. and Mary H. Bowen, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.




Notary Public of Idaho
Residing at Boise, ID
Commission expires: 7/25/2005

First American Title Company of Idaho

298079487KS

When Recorded Return To:

L.W. Grant, III
Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, ID 83701

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 FE -1 PM 1:58

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 FE -8 PM 1:57

RECORDED - REQUEST OF

FEE

1500

DEPUTY

99009790

ALLIANCE TITLE

RECORDED - REQUEST OF

FEE

1500

DEPUTY

99012397

WARRANTY DEED

ALLIANCE TITLE

FOR VALUE RECEIVED, Boehm Corporation, an Idaho corporation, whose current address is 990 W. Chinden Boulevard, Meridian, Idaho 83642 the GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto Wilson Properties, L.P., whose current address is 1101 West River Street, Suite 150, Boise, Idaho 83702, the GRANTEE, the real property in Ada County, State of Idaho, more particularly described on Exhibit A, attached hereto:

This conveyance hereby made is subject to the lien for real property taxes for the year 1999, and all years thereafter and also the matters described on the attached Exhibit B, which exhibit is made a part hereof. All as contained in the records of Ada County, Idaho.

TO HAVE AND TO HOLD said premises together with its appurtenances, including but not limited to: 1) all water and water rights and all other entitlements to receive water for beneficial use upon the Property including, without limitation, all rights represented by any decree, license, permit, claim, permit application or storage entitlement; 2) all ditch and canal company and irrigation district shares and entitlements to receive water from any such company, association, district or other water delivery entity; 3) all ditch rights, easements and rights of way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline; and 4) those water rights designated by the number 63-12092, 63-00170A, 63-04440 and 63-04975 in the records of the Idaho Department of Water Resources (collectively, the "Property"), unto the said Grantee, and Grantee's heirs and assigns forever.

And the said Grantor, for itself and its assigns, does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of the Property; that the Property is free from all encumbrances, except those described herein; that Grantee, its heirs and assigns shall be entitled to the quiet and peaceable possession of the Property; and that Grantor will warrant and defend the same forever from all claims whatsoever, except those described herein.

Dated effective the 1st day of February, 1999.

"GRANTOR"

BOEHM CORPORATION, an Idaho corporation

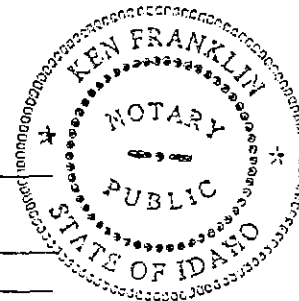
By: [Signature]
Casey Russell President

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of January, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared CASEY RUSSELL known or identified to me to be the President of BOEHM CORPORATION, an Idaho corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Idaho
Residing at: Boise
My commission expires: 10/5/04



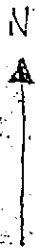
THIS DEED IS BEING RE-RECORDED TO REFLECT THE EFFECTIVE DATE OF THE 1ST DAY OF FEBRUARY, 1999 WHICH WAS INADVERTENTLY LEFT BLANK ON THE ORIGINAL RECORDING.

N89°33'42"W 496.69' N89°34'17"W 1332.26' N50°05'21"E 8.08' 5/8 NO CAP

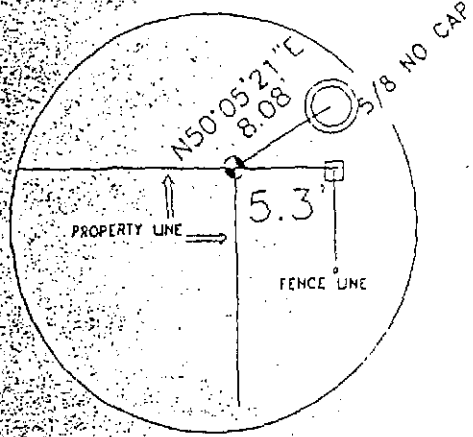
4'44"W 5.97' FND 5/8" PIN

FND 1/2" PIN IN FENCE CORNER

EXHIBIT C



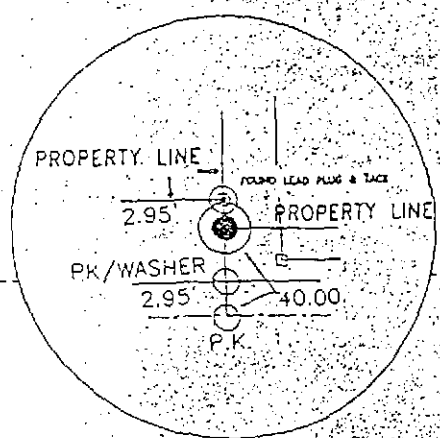
SUN SPRINGS SUB. NO. 2



80.02 ACRES

FOXTAIL GOLF COURSE

LOT 24 BLK 1



FOUND LEAD PLUG & TACK
BODILY AND BUNDLERSON SPRINGS SUB. NO. 2

SET P.K. ON SECTION LINE

2608.61'

S00°43'51"W

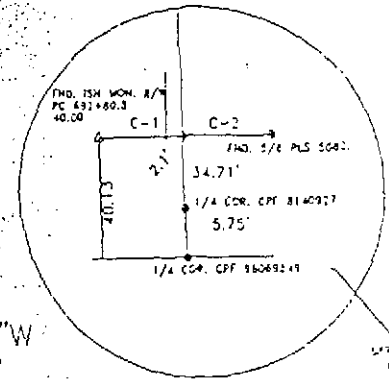
2611.56'

15.7' FENCE CORNER

N89°22'50"W 1264.96'

2615.67' N00°40'31"E 2656.13'

DETAIL



4/5/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

Limley

CLAIM IDENT. NO.

A63-08608

DATE RECEIVED

9/11/89

CK #

COISSI

AMOUNT \$

50.00

YES

NO

Required
Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO ☐ Required Info? *
2. Is a priority date entered? ☒ YES ☐ NO ☐ Required Info? *
- Is the priority date acceptable in view of mandatory filing dates? ☒ YES ☐ NO ☐ Required Info? *
- See Adjudication Memos #1 and #4 to determine if a Permit is required. ☒ YES ☐ NO ☐ Required Info? *
3. (a) Is a source entered? ☒ YES ☐ NO ☐ Required Info? *
- (b) Is a tributary to entered? (if required) ☒ YES ☐ NO ☐ Required Info? *
4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO ☐ Required Info? *
5. Is there a description of the diverting works? ☒ YES ☐ NO ☐ Required Info? *
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒ YES ☐ NO ☐ Required Info? *
- Is the period of use included? ☒ YES ☐ NO ☐ Required Info? *
- Is a quantity claimed for each use? ☒ YES ☐ NO ☐ Required Info? *
7. Is a total quantity claimed entered? ☒ YES ☐ NO ☐ Required Info? *
8. If required is a consumptive use entered? ☒ YES ☐ NO ☐ Required Info? *
- Is the consumptive use correct? ☒ YES ☐ NO ☐ Required Info? *
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. ☒ YES ☐ NO ☐ Required Info? *
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO ☐ Required Info? *
11. Is (are) the county(ies) entered? ☒ YES ☐ NO ☐ Required Info? *
12. Is the ownership of p.u. checked? ☒ YES ☐ NO ☐ Required Info? *
13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO ☐ Required Info? *
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO ☐ Required Info? *
15. Is the basis of the claim indicated? ☒ YES ☐ NO ☐ Required Info? *
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☒ YES ☐ NO ☐ Required Info? *
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☒ YES ☐ NO ☐ Required Info? *
18. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO ☐ Required Info? *
19. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO ☐ Required Info? *
20. Is the fee enclosed correct? ☒ YES ☐ NO ☐ Required Info? *
21. If this claim is based on an existing water right, has the identification number been entered? ☒ YES ☐ NO ☐ Required Info? *
22. Should this claim be data entered? ☒ YES ☐ NO ☐ Required Info? *

Claim checked by: JBDate: 6/21/90

Claim must be returned to claimant:

☒ (Yes) ☒ (No)

Claimant must be notified of modifications:

☒ (Yes) ☒ (No)

Receipt Prepared by:

Claim data entered by:

Sent to claimant by:

Date:

Date:

Date:

Checked by:

Date:

Comments:

acre fees pd by Settlers Ins. dist. 7/8/89late post marked 9/11/89 date

MICROFILMED

AUG 24 1992

11/02/2005

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: November 18, 2005

Water right number: 63-32043
WILSON PROPERTIES LP
1101 W RIVER ST STE 150
BOISE ID 83702
Telephone Number: (208) 424-9322

RECEIVED

NOV 14 2005

WATER RESOURCES
WESTERN REGION

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE:

11/9/05

SIGNATURE:

Wilson PROPERTIES LP

Please print your name:

Charles H. Wilson

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

10/17/2005

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

RIGHT NUMBER: 63-32043

NAME AND ADDRESS: WILSON PROPERTIES LP
1101 W RIVER ST STE 150
BOISE ID 83702

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.340 CFS
165.500 AFY

irrigation This right when combined with all other rights shall provide no more than 0.02
cfs per acre nor more than 4.5 afa per acre at the field headgate for
of the lands above.

PRIORITY DATE: 03/18/1977

POINT OF DIVERSION:

T04N R01W S24 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.340 CFS 165.50 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 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

T04N R01W S24	NESW	39.0	T04N R01W S24	SESW	23.0
T04N R01W S24	SWSE	3.0			

65 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

This right is a split from former right 63-8608.

Use of this right is combined with water from Settlers Irrigation District.

The right holder shall accomplish the change authorized by Transfer 71731 within one year of the date of the approval.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

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

Place of use is known as Foxtail Golf Course.

If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.

Idaho Department of Water Resources



T04N, R01W,
S24

Claim No: 63-32043

Prepared By: Kimberly Brown

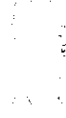
Date: October 21, 2005



Place of Use



Section Lines

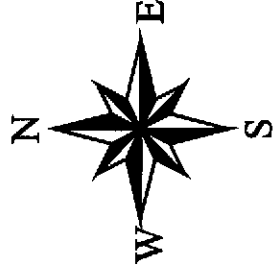


1/4 1/4



Point of Diversion

Acres Irrigated = 65.0



300 0 300 600 Feet

1987 NAPP

Parcel Nos: a portion of both S042434^(80.1 AC) & R291071100^(5 AC).

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-32043

5. 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.
6. 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.
7. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
8. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
9. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
10. W54 Use of this right is combined with water from Settlers Irrigation District.

Remarks:

Comments:

1. scurtis 8/15/2005 POU
Comment: Updated Shape

2. scurtis 8/15/2005 POU
Comment: Updated Shape

3. scurtis 8/15/2005 POU
Comment: Updated Shape

4. scurtis 8/15/2005 POU
Comment: Updated Shape

5. scurtis 8/15/2005 POU
Comment: Updated Shape

6. scurtis 8/15/2005 POU
Comment: Updated Shape

7. scurtis 8/15/2005 POU
Comment: Updated Shape

8. scurtis 8/15/2005 POU
Comment: Updated Shape

9. psdaggs 9/28/2005 10:02:41 AM Transferred Right
Comment: This is now an approved transfer, transfer number = 71731

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POD REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-32043

10/21/2005

1

ater Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
63-32043	Claim	04N	01W	24	SE	SW		GROUND WATER	WILSON PROPERTIES LP
63-17563	Claim	04N	01W	24	SE	SW		GROUND WATER	ROBERT L GAMBLE
63-12092	Water Right	04N	01W	24	SE	SW		GROUND WATER	WILSON PROPERTIES LP
63-17563	Water Right	04N	01W	24	SE	SW		GROUND WATER	NANCY A GAMBLE

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-32043

10/21/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
170A	Claim	04N	01W	24	NE	SW		IRRIGATION	40/220	MERLE H LINDLEY
32043	Claim	04N	01W	24	NE	SW		IRRIGATION	39/65	WILSON PROPERTIES LP
170A	Water Right	04N	01W	24	NE	SW		IRRIGATION		AIRCRAFT SERVICE CO
4440	Water Right	04N	01W	24	NE	SW		IRRIGATION	40/160	JOHN R PINKSTON
4975	Water Right	04N	01W	24	NE	SW		IRRIGATION	3/69	JOHN R PINKSTON
12092	Water Right	04N	01W	24	NE	SW		IRRIGATION	39/73.7	WILSON PROPERTIES LP
1614B	Claim	04N	01W	24	NE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01W	24	NE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01W	24	NE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
170A	Claim	04N	01W	24	SE	SW		IRRIGATION	40/220	MERLE H LINDLEY
32043	Claim	04N	01W	24	SE	SW		IRRIGATION	23/65	WILSON PROPERTIES LP
170A	Water Right	04N	01W	24	SE	SW		IRRIGATION		AIRCRAFT SERVICE CO
4440	Water Right	04N	01W	24	SE	SW		IRRIGATION	40/160	JOHN R PINKSTON
4975	Water Right	04N	01W	24	SE	SW		IRRIGATION	35/69	JOHN R PINKSTON
12092	Water Right	04N	01W	24	SE	SW		IRRIGATION	34.7/73.7	WILSON PROPERTIES LP
1614B	Claim	04N	01W	24	SE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01W	24	SE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01W	24	SE	SW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
2080	Claim	04N	01W	24	SW	SE		IRRIGATION	40/300	SETTLERS IRRIGATION DISTRICT
32043	Claim	04N	01W	24	SW	SE		IRRIGATION	3/65	WILSON PROPERTIES LP
2080	Water Right	04N	01W	24	SW	SE		IRRIGATION	40/300	SETTLERS IRRIGATION DISTRICT
4440	Water Right	04N	01W	24	SW	SE		IRRIGATION	40/160	JOHN R PINKSTON
4975	Water Right	04N	01W	24	SW	SE		IRRIGATION	31/69	JOHN R PINKSTON
1614B	Claim	04N	01W	24	SW	SE		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01W	24	SW	SE		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01W	24	SW	SE		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT

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Property Details for Parcel R2910711100 and Year 2006

2006

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[Tax Districts](#)

[Characteristics](#)

Parcel: R2910711100

Year: 2006

Zone Code: RUT

Total Acres: 5.007

Tax Code Area: 71

Property Description:

LOT 1 BLK 2

FOXTAIL SUB

#97023450



[View Interactive Map of this Parcel](#)

Address: 6479 N FOX RUN AVE MERIDIAN , ID 83642

Subdivision: FOXTAIL SUB

Land Group Type: SUB

Township/Range/Section: 4N1W24

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Land Characteristics**[Back to Parcel Search](#)**

Residential Acres: 5.007
Commercial Acres: 0.0
Other Acres Acres: 0.0
Street: Asphalt/Concrete
Utility: Underground
Water Source: Public
Sewer: Septic
SideWalks: N
Curb-Gutters: N
Topography: Level
View: Average
Water Influence: 1
Water Frontage Feet: 0
Corner: N

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Residential Characteristics**[Back to Parcel Search](#)**

Year Built:	0
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	0
Number of Bathrooms:	0.0
Number of FirePlaces:	0
Air Conditioning:	N
Car Storage Sq Ft #1:	0
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	10492
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	0
Main Floor Sq Ft:	0
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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Property Details for Parcel S0424346600 and Year 2006

2006

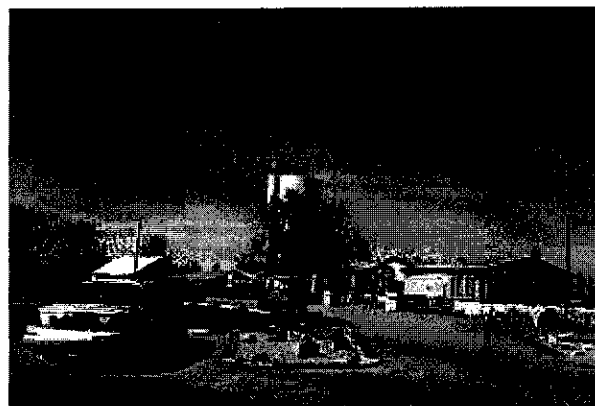
[Change Year](#)[\[Back to Parcel Search\]](#) [\[Print View\]](#)[Details](#)[Valuation](#)[Tax Districts](#)[Characteristics](#)**Parcel:** S0424346600**Year:** 2006**Zone Code:** RUT**Total Acres:** 78.79**Tax Code Area:** 71**Property Description:**

PAR #6600 OF E2SW4

SEC 24 4N 1W

#310000 R

#99012397

[View Interactive Map of this Parcel](#)**Address:** 990 W CHINDEN BLVD MERIDIAN , ID 83642**Subdivision:** 4N 1W 24**Land Group Type:** SECT**Township/Range/Section:** 4N1W24[Contact Us](#) | [Disclaimer](#)

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Commercial Characteristics[Back to Parcel Search](#)

Commercial Group Type: GOLF COURSE

Year Built: 1992

Remodel Year: 1999

Business Name: FOXTAIL-18 holes & Drive range

Number of Floors: 1

Number of Units: 18

Leasable Sq Ft: 0

Ground Floor Sq Ft: 1

Excess Land Sq Ft: 0

Used Land Acres: 55

Used Land Sq Ft: 55

Excess Land Acres: 0.0

Total Land Acres: 55.82

Method: COST

Commercial Group Type: GOLF COURSE

Year Built: 1980

Remodel Year: 0

Business Name: Maint & Storage Bldg's

Number of Floors: 1

Number of Units: 0

Leasable Sq Ft: 2000

Ground Floor Sq Ft: 2000

Excess Land Sq Ft: 0

Used Land Acres: 6

Used Land Sq Ft: 6

Excess Land Acres: 0.0

Total Land Acres: 6.0

Method: COST

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Land Characteristics**Back to Parcel Search**

Residential Acres: 0.0
Commercial Acres: 3.0
Other Acres Acres: 75.79
Street: None
Utility: None
Water Source:
Sewer: None
SideWalks: N
Curb-Gutters: N
Topography:
View:
Water Influence: 3
Water Frontage Feet: 0
Corner: N

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