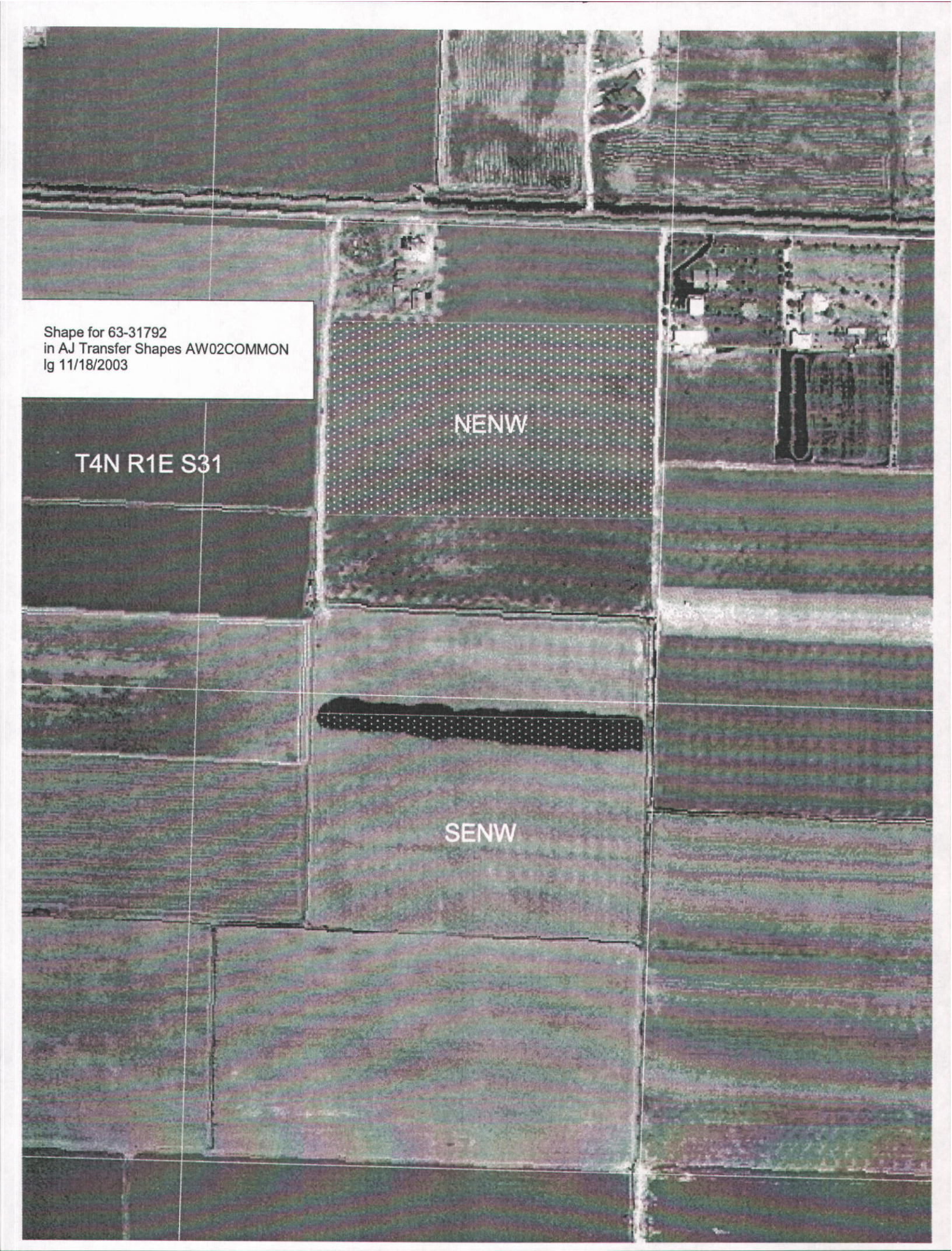




Shape for 63-31792
in AJ Transfer Shapes AW02COMMON
lg 11/18/2003

T4N R1E S31

NENW

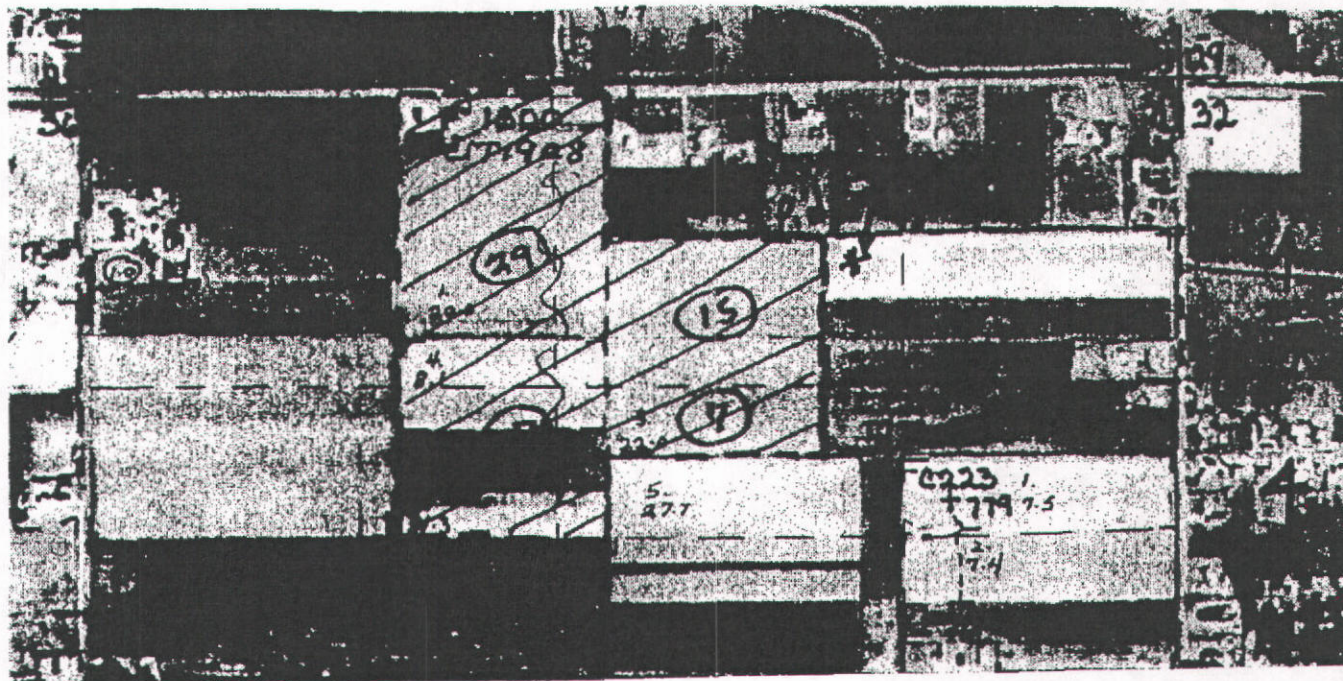
SENW

MEMORANDUM

Date: January 11, 1988
To: File 63-8796
From: L. Glen Saxton *LS*
RE: IRRIGATED ACRES - TO BE LICENSED

Frank Ham was in the office today and discussed at great length permit 63-8796 for which a license needs to be issued and lapsed permit 63-8410.

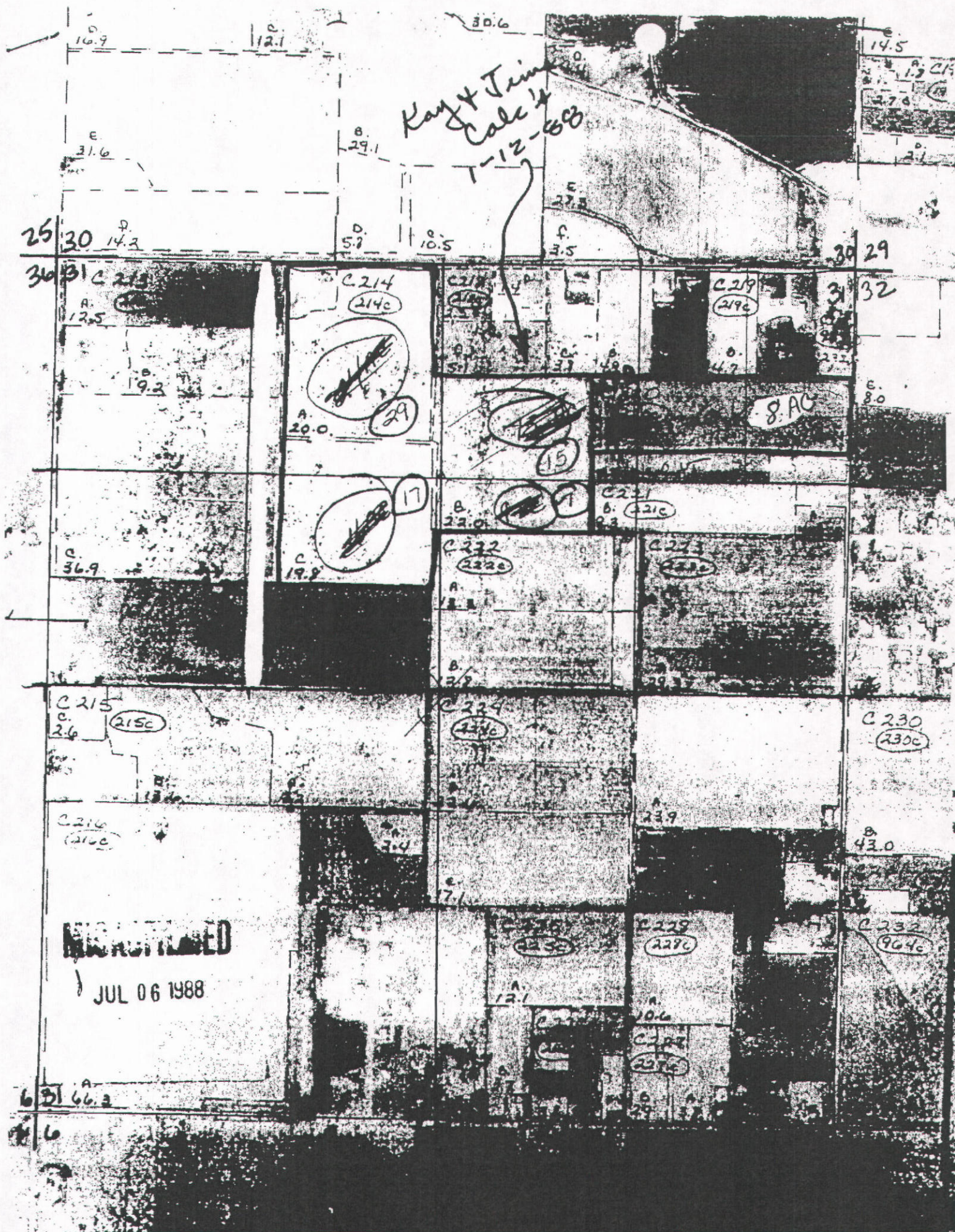
Mr. Ham filed a new application in place of lapsed permit 63-8410 and requested that license 63-8796 be issued different than that recommended by the field examiner to correspond with actual field boundaries. More specifically, the license should include only the tracts and acreage cross-hatched in red below:

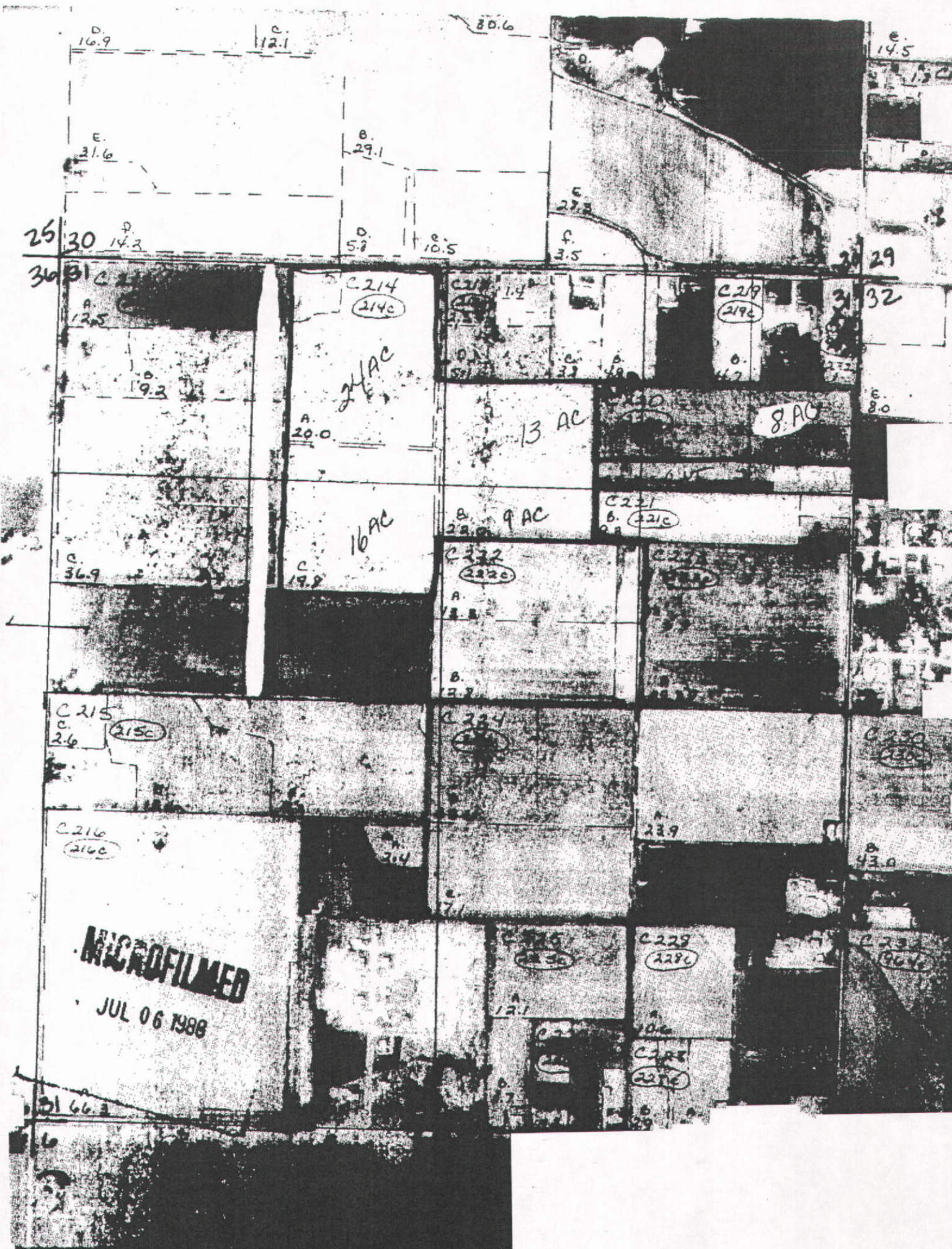


In this manner, the license to be issued will not overlap the land on the new application and will relate to actual field boundaries.

RECORDED

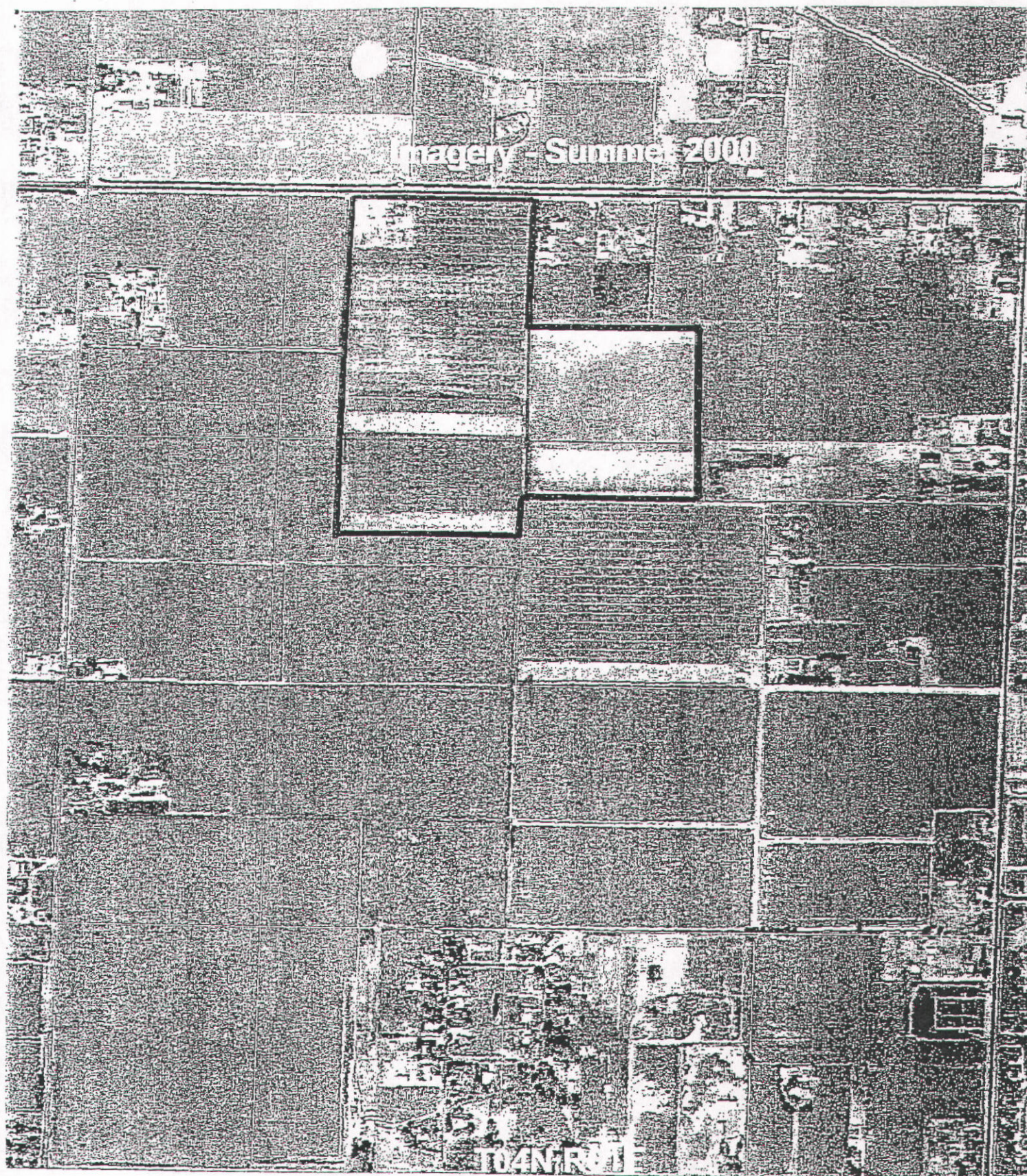
JUL 06 1988





MICROFILMED

JUL 06 1988



☐ Place of use for license No. 63-8796

29 AC

44 P.O.

AB3-8796 15 AC
P.U.

C567

17 AC.

7 AC.

100014
50010

A
10.6
C92

C90

C101

A

30

58

MIKROFILM

Idaho Department of Water Resources

T04N, R01E,
S31

Claim No: 63-32202
Prepared By: Kimberly Broi
Date: October 31, 2005



Place of Use

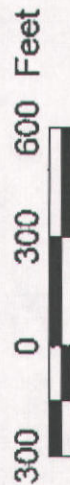


Section Lines

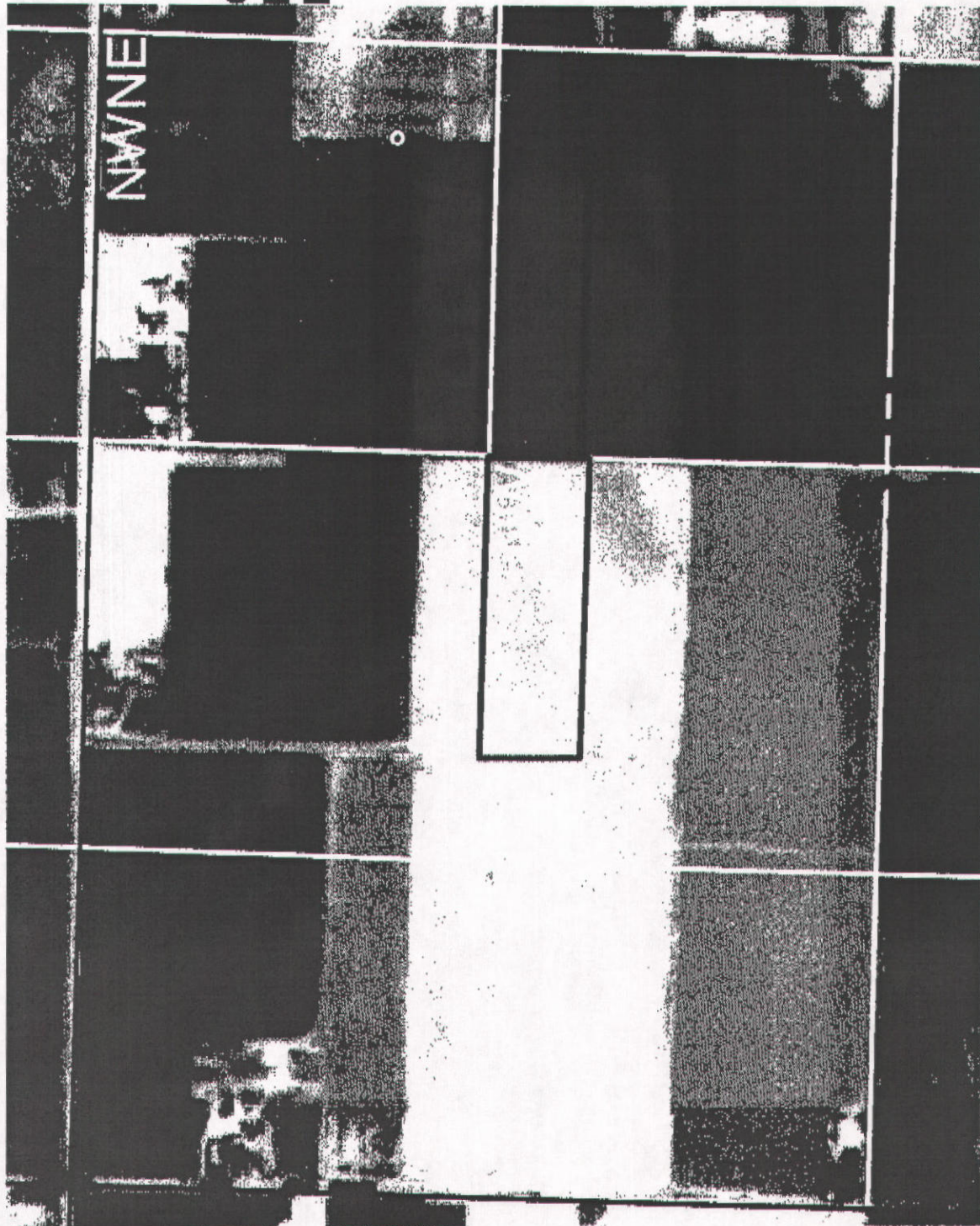
1/4 1/4



Point of Diversion



2003 NAPP



Idaho Department of Water Resources

T04N, R01E,
S31

Claim No: 63-32202

Prepared By: Kimberly Brown

Date: October 31, 2005



Place of Use



Section Lines



1/4 1/4

● Point of Diversion

Acres Irrigated = 7.5



300 0 300 600 Feet

2003 NAPP

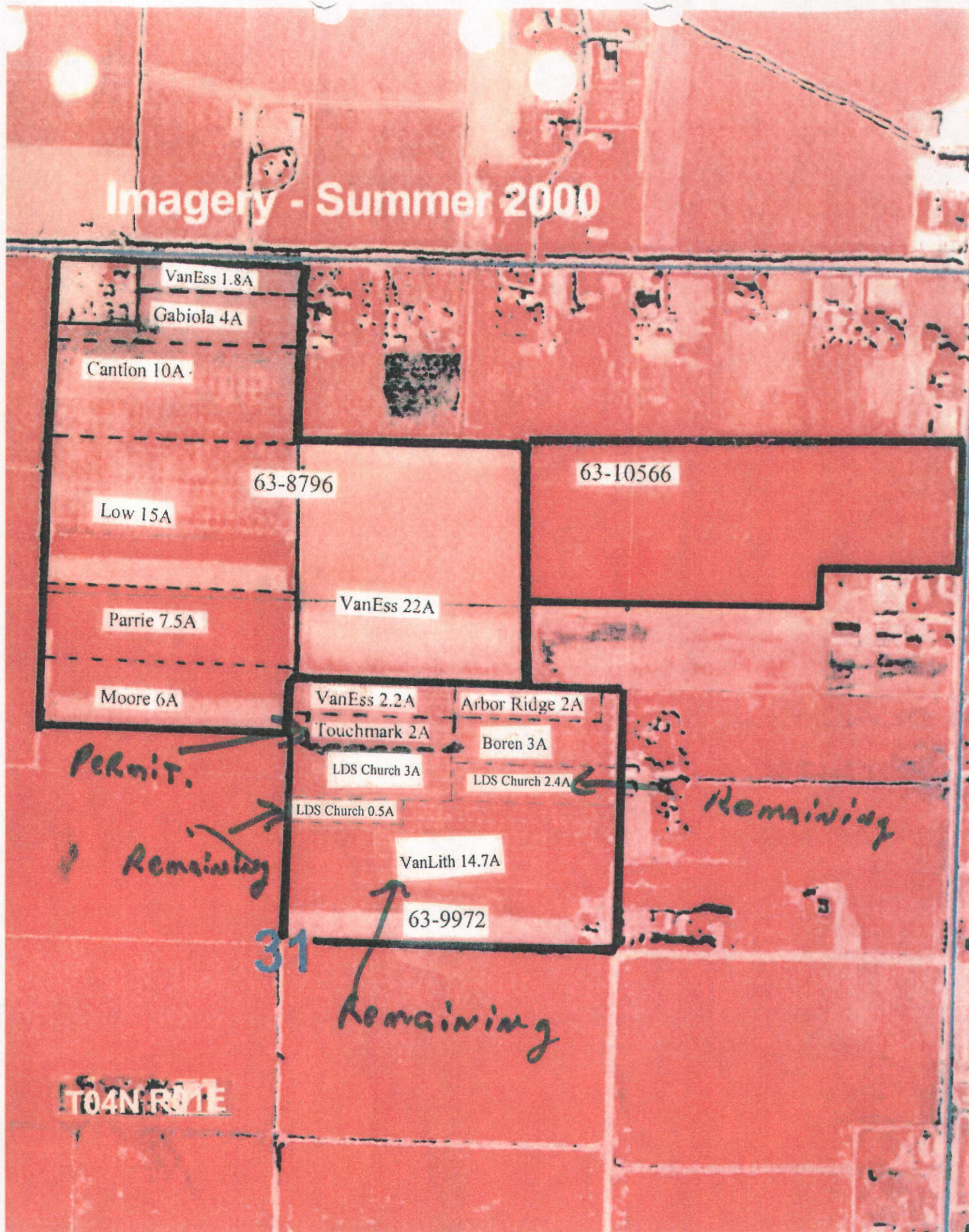


Justin Waller

Home - 585-6347

Office - 288-1992

Imagery - Summer 2000



FROM ALLOCATIONS - Lori Graves & Dan Nelson

FROM ALLOCATIONS

SPLITS FROM WATER RIGHT 63-8796 FRANK AND WYOMA HAM

NAME OF SPLIT	AGENT	DATE FILED	RIGHT NUMBER MITIGATED OR TRANSFER NUMBER	TRANSFER OR MITIGATION	DIVERSION RATE REMOVED(cfs)	DIVERSION VOLUME REMOVED(afa)	ACRES REMOVED
ORIGINAL RIGHT	N/A	5/9/1977	N/A	N/A	1.05	306	68
VICKI CANTLON	SL	10/28/1993	63-31683	MITIGATION 4/11/2003	0.2	45	10
KIMBALL PROPERTIES LP	DAN	2/10/2003	63-31687	MITIGATION	0.09	27	6
TOWN RANCH LP	LG	3/28/2003	70905	APPROVED TRANSFER	0.23	67.5	15
GABIOLA LAND CO, LLC	LG	5/5/3003	70628	APPROVED TRANSFER	0.06	18	4
VANESS DAIRY LLC	DAN	6/19/2003	70872	APPROVED TRANSFER	0.37	107.1	23.8
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
REMAINING RATES AND ACRES					0.10	41.4	9.2

PLEASE NOTE: In order to calculate diversion rate and volume simply add in the amount of acres being retired.

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 63-32202
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)

RENATA HAM Phone:
5125 N MORNINGGALE
BOISE ID USA 83713

SHELDON G HAM Phone:
11955 W MESQUITE DR
BOISE ID USA 83704

2. Date of Priority: 05/09/1977

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	01E	31	SE NW NE	ADA	

5. Description of diverting works:

DRILLED WELL, 239' DEPTH, 16" DIAM WITH PUMP INTO SPRK. SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.15	41.4

7. Total Quantity Appropriated is:
0.15 C.F.S. and/or 41.4 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	01E	31	NE	NW	IRRIGATION	1.7
			SE	NW	IRRIGATION	7.5
					Section Acres	9.2
					Total Acres	9.2

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 63-32200 .

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: A63-08796
Date Received: 8/03/1989
Receipt No: 008822
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANK N. HAM 208-888-4263
Address: 4415 N. LOCUST GROVE
MERIDIAN, ID 83642
OR
Name: WYOMA HAM 208-888-4263
Address: 4415 N. LOCUST GROVE
MERIDIAN, ID 83642

2. Date of Priority: MAY 09, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	31	SE	NW	NE		ADA

5. Description of diverting works:
DRILLED WELL, 239' DEPTH, 16" DIAM WITH PUMP INTO SPRK. SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.050		306.00

7. Total Quantity Appropriated is:
1.050 C.F.S. (and/or) 306.00 A.F.A.

8. Total consumptive use is 238.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
04N	01E	31	NW		NE		IRR	15.0
			SW		NE		IRR	7.0
			NE		NW		IRR	29.0
			SE		NW		IRR	17.0
							Section Acres	68.0
							Total Acres	68.0

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:
SHARES SETTLERS CANAL

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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): Myrona Ham Date: Aug 3, 1989

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of AUGUST 1989

Glenn E. Luthy
Notary Public

Seal

Residing at Boise, ID
My Commission Expires 11/08/1994

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31792

WATER RIGHT NUMBER: 63-31792

Owner Type

Current Owner

Name and Address

RENATA HAM ✓
5125 N MORNINGGALE
BOISE, ID 83713

Original Owner

WYOMA HAM
4415 N LOCUST GROVE
MERIDIAN, ID 83642
(208)888-4263

Current Owner

SHELDON G HAM ✓
11955 W MESQUITE DR
BOISE, ID 83704

Original Owner

FRANK N HAM
4415 N LOCUST GROVE
MERIDIAN, ID 83642
(208)888-4263

Priority Date: 05/09/1977 ✓

Basis: License ✓

Status: Active

Source

GROUND WATER ✓

Tributary

CFS FACTOR = 0.01547619

AFA FACTOR = 4.5

Beneficial Use

IRRIGATION ✓

From To

03/15 to 11/15

Diversion Rate

0.390 CFS ✓

Annual Volume

113.40 AF ✓

Total Diversion:

0.390 CFS ✓

113.40 AF ✓

Location of Point(s) of Diversion

GROUND WATER

ADA County ✓

(SE1/4NW1/4NE1/4 ✓)

Sec. 31, Twp 04N, Rge 01E, B.M. ✓

licensed as NWNE onlyPlace of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SE	SW	Totals
04N	01E	31	11.7	13.5			25.2

Total Acres: 25.2 ✓

Conditions of Approval:Remarks:

ADD W54 - Use of this right is combined with Settler's Irr.

ADD S39 - Use is 3/1 to 11/15.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31792

Comments:

1. Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31781.

Comments:

Cin office review

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☐ Check fees paid
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information None
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant N/A

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) A63-31792Owner: Renata & Sheldon Ham Phone No. _____Current Address: 5125 N. Morninggale / 11955 W. Mesquite Dr.
Boise 83713 / Boise 83704

- ☐ No change NAME IS THE SAME
- ☐ NEW OWNER
- ☐ No change Address
- ☐ NEW ADDRESS
- ☐ How long owned property? _____

Accompanied by: N/A**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 5/9/77

(If priority date, based on your exam, seems questionable, explain below.)

_____Source: Groundwater Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-31792

10/25/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
161N	Claim	04N	01E	31	NE	NW		IRRIGATION	30/265	BOB STEEL
31538	Claim	04N	01E	31	NE	NW		IRRIGATION	7/55	STEINER DEVELOPMENT LLC
~~31792~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~11.7/25.2~~	~~RENATA HAM~~
161N	Water Right	04N	01E	31	NE	NW		IRRIGATION		CONSUMERS WATER CORP
1614B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
8695	Claim	04N	01E	31	SE	NW		IRRIGATION	10/71	WANDA WHITE
31538	Claim	04N	01E	31	SE	NW		IRRIGATION	4/55	STEINER DEVELOPMENT LLC
~~31792~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~SE~~	~~NW~~		~~IRRIGATION~~	~~13.5/25.2~~	~~RENATA HAM~~
161N	Water Right	04N	01E	31	SE	NW		IRRIGATION		CONSUMERS WATER CORP
8695	Water Right	04N	01E	31	SE	NW		IRRIGATION	10/71	FAY M WHITE
1614B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT

no overlap - separate acres

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31792 V1

WATER RIGHT NUMBER: 63-31792 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENATA HAM 5125 N MORNINGGALE BOISE, ID 83713
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Current Owner	SHELDON G HAM 11955 W MESQUITE DR BOISE, ID 83704
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 05/09/1977

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	0.390 CFS	113.40 AF
	<u>Total Diversion:</u>	0.390 CFS	113.40 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4NE1/4	Sec. 31, Twp 04N, 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	
04N	01E	31					11.7			13.5									25.2

Total Acres: 25.2

Conditions of Approval:Remarks:

Page 2

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31792 V1

1. Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31781.

Comments:

HAM SPLIT

63-8796

63-8796

Ham ✓

1.05 cfs/306 afa

68 acres

NWNE 15 ✓

SWNE 7 ✓

NENW 29 ✓

SENE 17 ✓

63-31723

Ham (remaining) ✓

.99 cfs/288 afa ✓

64 acres ✓

NWNE 15 ✓

SWNE 7 ✓

NENW 25 ✓

SENE 17 ✓

63-31724

Ham (Gabiola) ✓

.06 cfs/11.3 afa

Industrial

= 299.3 AF

63-31781

Ham (remaining) ✓

✓ .62 cfs/180.9 afa ✓

✓ **40.2 acres**

NENW 23.2

SENE 17

63-31782

Ham (VanEss) ✓

✓ .37 cfs/107.1 afa ✓

23.8 acres ✓

63-31792

Ham (remaining) ✓

✓ .39 cfs/113.4 afa

25.2 acres

NENW 11.7

SENE 13.5

63-31793

Ham (Town Ranch) ✓

✓ .23 cfs/44.3 afa

Commercial

= 157.7 AF

Note: 1.7 acres will not be sold in the NENW. They will be forfeited and need to be automatically subtracted out of the total marketable acres (per Jeff Fereday 11/18/03).

Shape for 63-31792
in AJ Transfer Shapes AW02COMMON
lg 11/18/2003

T4N R1E S31

NENW

SENW

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31781 V1

WATER RIGHT NUMBER: 63-31781 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENATA HAM 5125 N MORNINGGALE BOISE, ID 83713
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Current Owner	SHELDON G HAM 11955 W MESQUITE DR BOISE, ID 83704
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 05/09/1977

Basis:

Status: Parent

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.990 CFS	288.00 AF
	<u>Total Diversion:</u>	0.990 CFS	288.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4NE1/4	Sec. 31, Twp 04N, Rge 01E, B.M.
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	01E	31		15.0	7.0		25.0			17.0									64.0

Total Acres: 64

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 Recommendation Report 63-31781 V1

2. 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.
3. C18 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.
4. W54 Use of this right is combined with water from Settlers Irrigation District.

Remarks:

Comments:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31723 V1

WATER RIGHT NUMBER: 63-31723 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENATA HAM 5125 N MORNINGGALE BOISE, ID 83713
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Current Owner	SHELDON G HAM 11955 W MESQUITE DR BOISE, ID 83704
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 05/09/1977

Basis: License

Status: Parent

SourceTributary

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	0.990 CFS	288.00 AF
	<u>Total Diversion:</u>	0.990 CFS	288.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4NE1/4	Sec. 31, Twp 04N, 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	
04N	01E	31		15.0	7.0		25.0			17.0									64.0

Total Acres: 64

Conditions of Approval:

1. 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.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31723 V1

2. W54 Use of this right is combined with water from Settlers Irrigation District.
3. 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.

Remarks:

Comments:

1. pskaggs 8/13/2003 8:20:04 AM Transferred Right
Comment: This is now a approved transfer, transfer number = 70628

Water Supply Bank:

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-8796

(PARENT)

Priority: May 9, 1977

Amount:

1.05 CFS

306.0 AFA

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 May 9, 1977, and has submitted proof to the Department of Water Resources on May 13, 1982, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.05 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	03/15 to 11/15	1.05 cfs	306.0 afa

LOCATION OF POINT OF DIVERSION(S): NWNE, Sec. 31, Township 4N, Range 1E
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>ACRES</u>	<u>TOTAL</u>
4N	1E	31	NWNE 15	SWNE 7	NENW 29	SENE 17	68

Total number of acres irrigated: 68

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. 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.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 1st day of April, 1988.

MAINTAINED

Director

JUL 06 1988

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-8796

APPROVED

Date of Priority: May 9, 1977

Comes now FRANK N. HAM
WYOMA HAM
4415 N. LOCUST GROVE
MERIDIAN, ID 83642

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-8796, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	03/15 to 11/15	1.05 cfs	306.0 afa

LOCATION OF POINT OF DIVERSION(S): NNE , Sec. 31, Township 4N, Range 1E
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>ACRES</u>	<u>TOTAL</u>
4N	1E	31	NNE 15	SWNE 7	NENW 29	SENE 17	68

Total number of acres irrigated: 68

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at _____, this 1 day of March, 1988.

RECORDED

JUL 06 1988

Frank N. Ham
(Signature)

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-8796

FOR DEPARTMENT USE ONLY

C000074

Preliminary check by KW Fee = \$20.00✓ Received by EW Date 3/1/88

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 63-8796 with the following;

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. 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.

Witness my hand this 1st day of April, 1988.

R. Keith Higginson
(Director)

MICROFILMED

JUL 06 1988

Identification No. _____
Application No. 63-8796

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT **APPROVED**

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Frank N. &/or Wyoma Ham Phone: 888-4263
post office address 4415 N. Locust Grove, Meridian Idaho
2. Source of water supply Groundwater which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 31 Township 4N
Range 1E B.M. Ada County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 1.40 ^{Allow 1.20 cfs} for Irrigation purpose from 3-15 to 11-15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 1.40 ^{Allow 1.20 cfs} cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Well with pump into sprinkler
system

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 12 inches; proposed depth of well is 100 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 6,000.
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water: _____
(5) If water is to be used for other purposes describe: _____

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

[illegible]

Total number of acres to be irrigated. 70

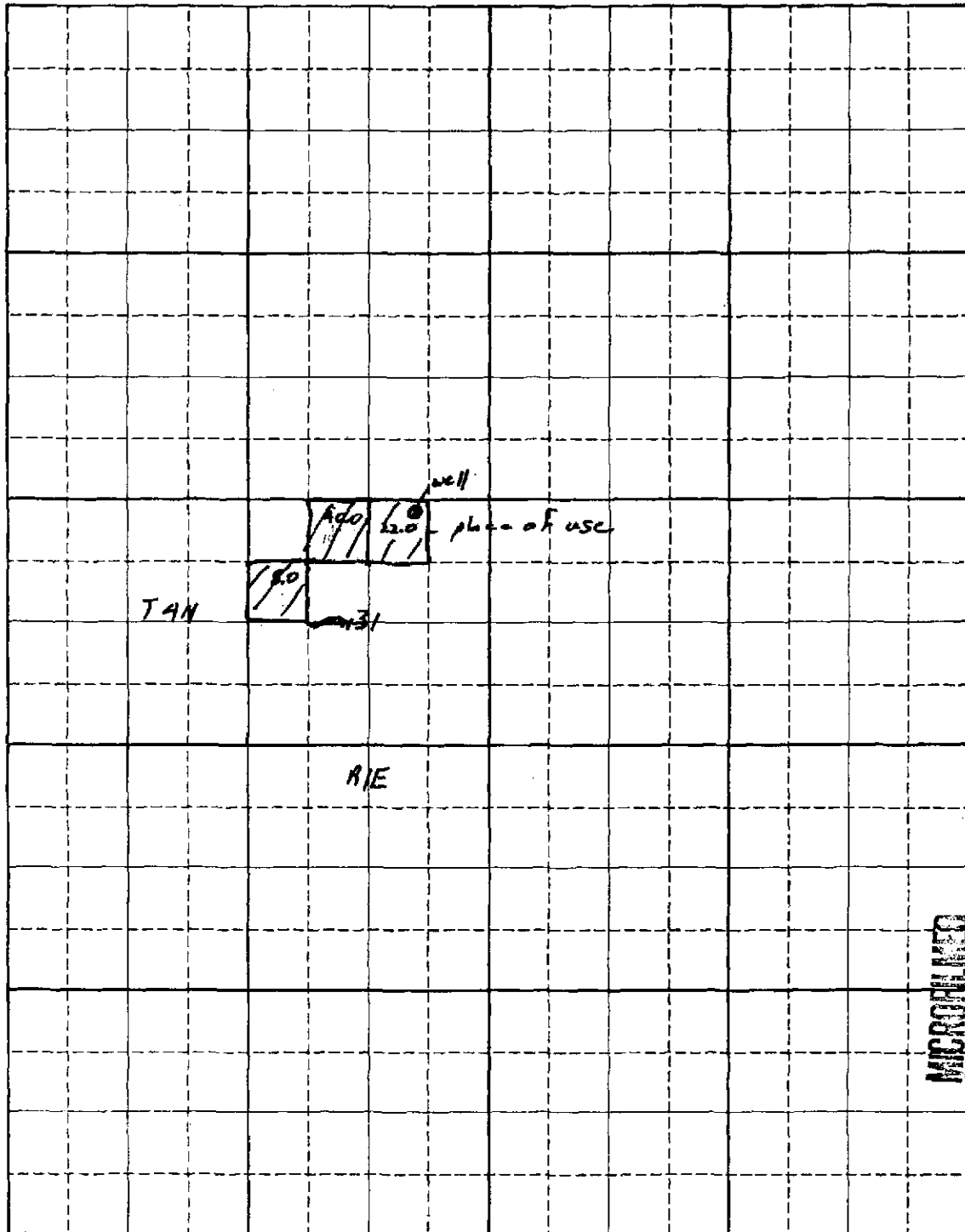
c. Describe any other water rights used for the same purposes as described above.

Settlers Canal Water Shares Permit No. 63-8439

9. a. Who owns the property at the point of diversion Applicant
b. Who owns the land to be irrigated or place of use Applicant
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Frank M. Ham
(Applicant)

Proposed Priority 5/9/77

Received by LLS Date 4/11/77 Time 5:00 PM

Preliminary check by VH Fee \$ 35.00

Receipted by J Date 5-9-77 # 7708

Publication prepared by S Date 5-13-77

Published in The Idaho Statesman

Publication dates May 19 26

Publication approved J Date 6-6-77

Priority reduced to _____ Reason _____

Priority date should be 4-11-1977. The fee was received on that date.

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by VH

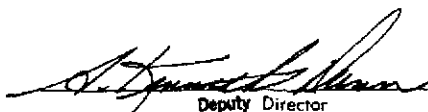
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES.

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-8796, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before November 1, 19 82.
- c. Other: For licensing purposes a scientific measurement of the diversion rate of the system as it is normally operated shall be provided by either properly installing an approved type of measuring device or by having a professional engineer certify the rate of diversion to the Department prior to submitting proof of beneficial use of water. (2) Maximum rate of diversion shall not exceed 1.2 cfs. (3) The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

Witness my hand this 8 day of November, 19 77.


Deputy Director

30 day
P/U

Date 1-13-88

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

RECEIVED

JAN 26 1986

63-8796

Permit No.

CONTACT WITH PERMIT HOLDER

DATE INITIAL Department of Water Resources REMARKS

- ☐ Appointment letter mailed: _____
- ☐ Telephone call made: 5/11/82
(List Telephone No. used) 988-4263 JG
- ☐ Appointment scheduled for: 5/12/82 JG
(Date, time, location) N. LOCUST GROVE RD.

EXAMINATION

Date 5/12/82 Accompanied by FRANK HAM Total Q measured 1.04 cfs
If source is surface water, estimate total flow of source _____
Methods of measurement BADGER METER Meets Permit requirements? Yes

Measurement calculations:

$$470 \text{ gpm} = 1.04 \text{ cfs}$$

$$70 \text{ AC} \times 4.5 \text{ AFA/AC} \times 1.98 \times 245 \times 1.04 = 504.5 \text{ AFA/ANN.}$$

$$(315 \text{ AFA/ANN})$$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	25	CENTURY	6-321200	CENTURY	783699	BADGER	EXCEL.	
BOOSTER	25	FRANKLIN	5-8M2	ACUZZI	NO # 11516			

System Description SEE REMARKS
BOOSTER PUMP, CENTURY 25HP #16-321220-01
CENTRIFUGAL PUMP SERIAL #783699-25HP to 6" pipe of
WHEELINE SPRINKLERS 10" pipe

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

Irrigation requirement = 4.5 AFA/Acre

USE
IRRIGATION - 70 AC Q (cfs) 1.04 CFS V (afa) 315 AF FROM 3/15 TO 4/15

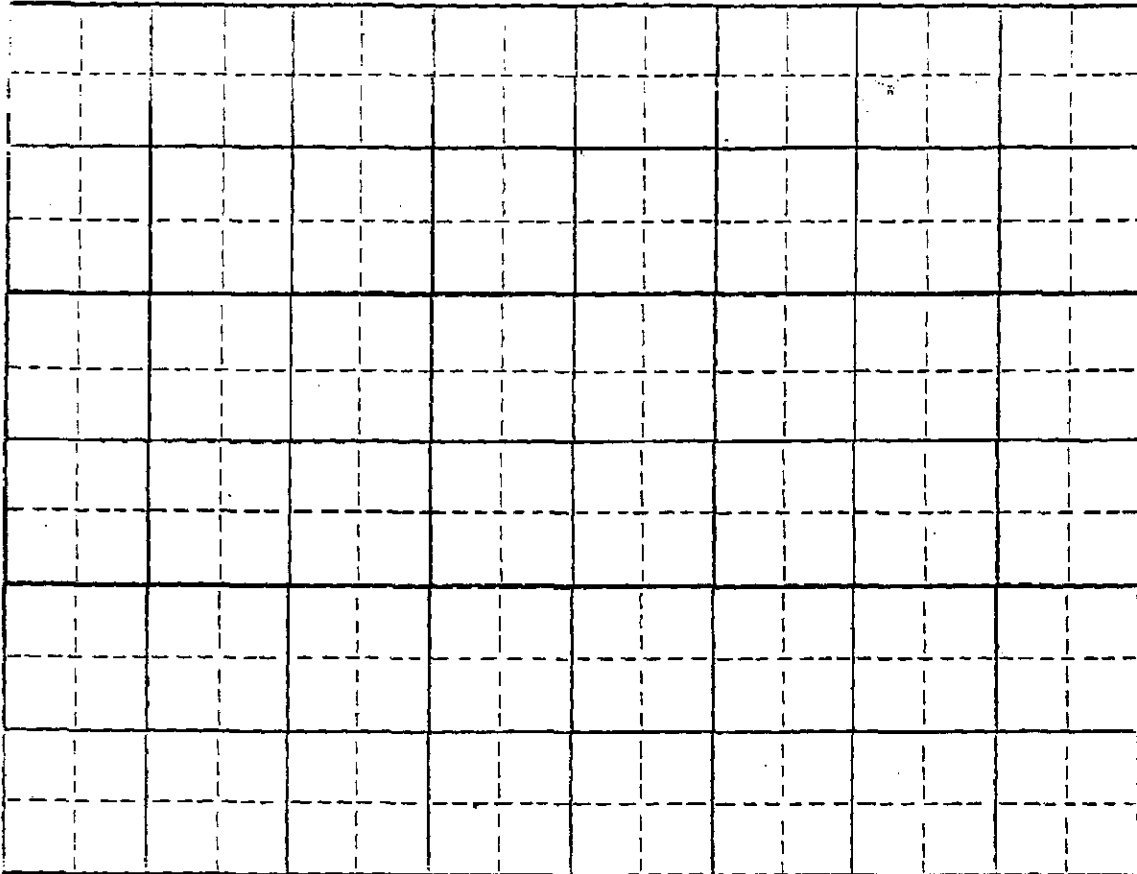
(BOOSTER PUMP) Total 1.04 CFS 315 AF
Remarks 25 HP MOTOR, 5-8M2-FRANKLIN, ACUZZI pump
1/4" PUMP SET.

PERMIT #63-8439 IS FOR ADDITIONAL PROPERTY.

RECORDED

JUL 06 1988

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

RECORDED

JUL 06 1988

Point(s) of diversion: NW 1/4 NE 1/4, SEC. 31, TWP. 4N, RGE. 1E, B.M.

Place(s) of Use

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	1E	31	8	13	9		24			10									70
																			70

Recommended Amendments:

☐ Change P.D. as reflected above

☐ Add P.D. as reflected above

☐ None

☒ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

Examiner's Signature

Checked by

Approved by

Jan J. J. J.

Date

Date

Date

11/3/83

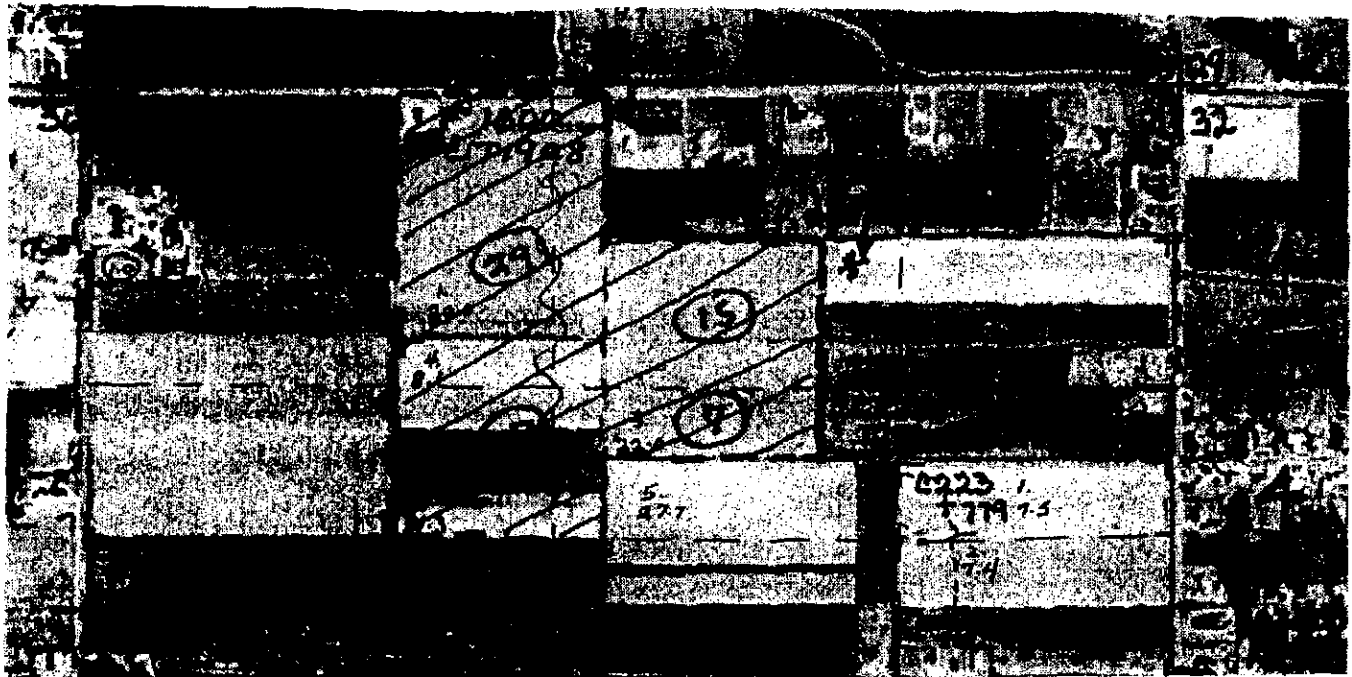
11/5/85

MEMORANDUM

Date: January 11, 1988
To: File 63-8796
From: L. Glen Saxton *LGS*
RE: IRRIGATED ACRES - TO BE LICENSED

Frank Ham was in the office today and discussed at great length permit 63-8796 for which a license needs to be issued and lapsed permit 63-8410.

Mr. Ham filed a new application in place of lapsed permit 63-8410 and requested that license 63-8796 be issued different than that recommended by the field examiner to correspond with actual field boundaries. More specifically, the license should include only the tracts and acreage cross-hatched in red below:



In this manner, the license to be issued will not overlap the land on the new application and will relate to actual field boundaries.

RECORDED

JUL 06 1988

Key & Time
Calc
T-12-68

25 30 14.3 5.7 10.5 30 29

30 C 213 214 219 32

A 12.5 20.0 20.0 20.0 20.0 20.0 20.0 20.0

19.2 20.0 20.0 20.0 20.0 20.0 20.0 20.0

36.9 19.2 20.0 20.0 20.0 20.0 20.0 20.0

C 215 216 217 218 219 220 221 222

C 215 216 217 218 219 220 221 222

C 215 216 217 218 219 220 221 222

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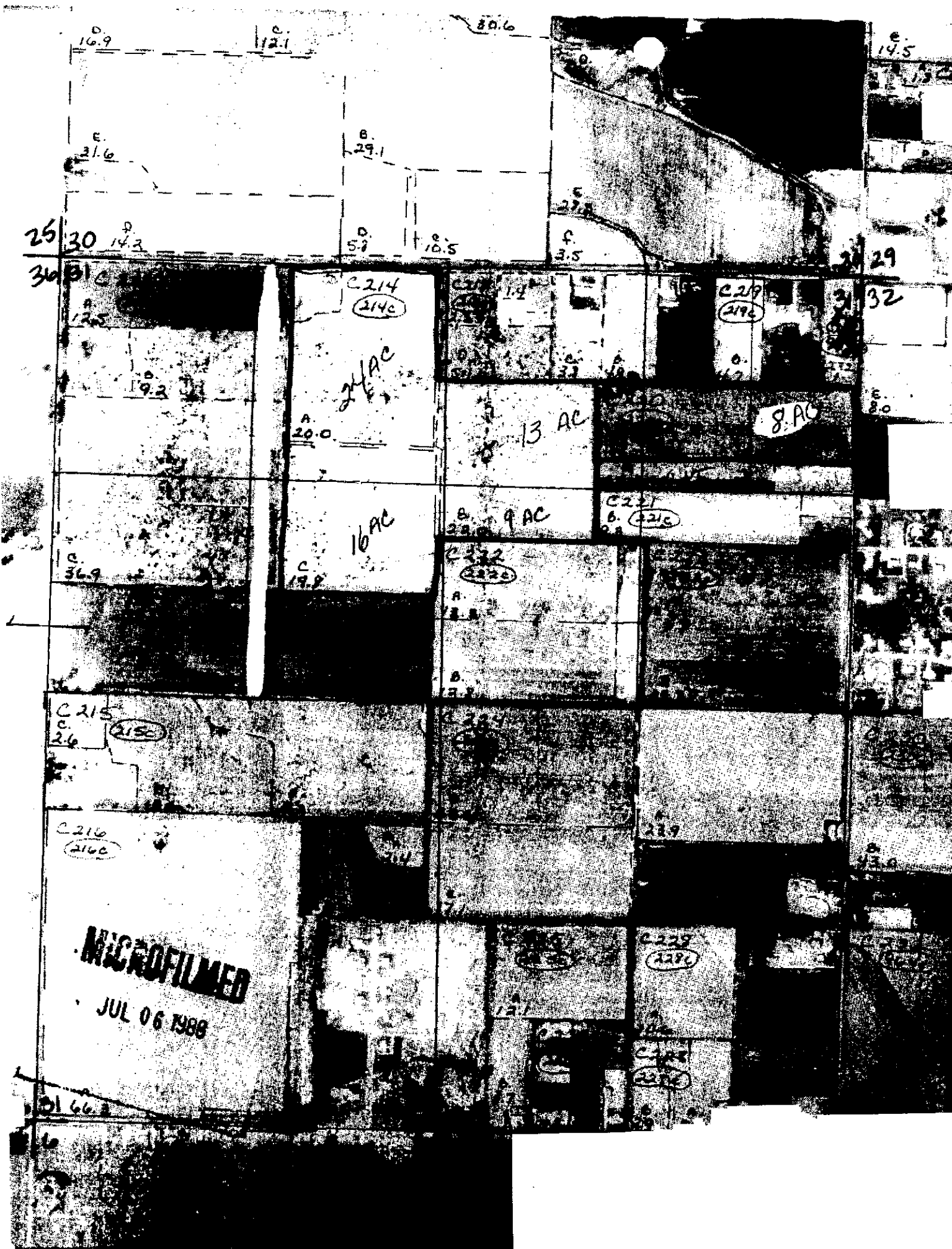
C 215 216 217 218 219 220 221 222

RECEIVED

JUL 06 1988

6 31 66.3

6



D. 16.9
C. 12.1

80.6

E. 14.5

E. 31.6

B. 29.1

C. 27.8

F. 3.5

25 30 D. 14.3

D. 5.7

10.5

29

30

B. 1

C 214
214C

1.4

C 219
219C

31 32

A. 12.5

9.2

A. 20.0

21 AC

13 AC

8 AC

E. 8.0

C. 36.9

C. 19.8

16 AC

A. 22.0

9 AC

C 221
221C

C 215
C. 2.6
215C

C 216
216C

MICROFILMED

JUL 06 1988

01 66.2

12.1

C 229
229C

C 228
228C

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31781

WATER RIGHT NUMBER: 63-31781

<u>Owner Type</u>	<u>Name and Address</u>
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
Current Owner	RENATA HAM 5125 N MORNINGGALE BOISE, ID 83713
Current Owner	SHELDON G HAM 11955 W MESQUITE DR BOISE, ID 83704

Priority Date: 05/09/1977

Basis: License

Status: PARENT

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.620 CFS	180.90 AF
	<u>Total Diversion:</u>	0.620 CFS	180.90 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4NE1/4	Sec. 31, Twp 04N, 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	
04N	01E	31					23.2			17.0									40.2

Total Acres: 40.2

Conditions of Approval:Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31781

1. General SPLIT RIGHT: SEE RIGHT NOS. 63-31792 AND 63-31793.
2. Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31723.

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31723

WATER RIGHT NUMBER: 63-31723

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Original Owner	SHELDON G HAM 11955 W MESQUITE DR BOISE, ID 83704
Current Owner	RENATA HAM 5125 N MORNINGGALE BOISE, ID 83713
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 05/09/1977

Basis: License

Status: Parent

<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	0.990 CFS	288.00 AF
	<u>Total Diversion:</u>	0.990 CFS	288.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4NE1/4	Sec. 31, Twp 04N, 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	
04N	01E	31		15.0	7.0		25.0			17.0									64.0

Total Acres: 64

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.
2. W54 Use of this right is combined with water from Settlers Irrigation District.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31723

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.

Remarks:

1. General Per telephone conversation w/ Renata - Sheldon is deceased. 9/3/03
2. General SPLIT RIGHT: SEE RIGHT NOS. 63-31781 AND 63-31782.

Comments:

1. pskaggs 8/13/2003 8:20:03 AM Transferred Right
Comment: This is now an approved transfer, transfer number = 70628

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: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

RECEIVED

SEP 09 2003

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 28 2003

Department of Water Resources

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.

(Please print or type)

[] Water Right Number(s):

63-31723/24

9-3-03 Note: per t/c w/ Renata, Sheldon deceased.
She's pers. rep. changed her
address only, no

[] Name(s):

Renata L. Ham-Moon

9-3-03 Called her again re name change.
She said leave it as Ham only.

[] Old Mailing Address:

12127 W. Patricia Dr

Boise ID

83713

(11955 W.
mesquite
older
Ache

[] New Mailing Address:

5125 N. Morninggate

Boise ID

83713

Telephone Number:

(208) 938 - 9898

[] Signature(s) of Owner(s)

Renata L. Ham-Moon

Owner

(Include your title if on behalf of company or organization)

Date:

8/24/03

WATER RIGHT NO. 63-31723

As Modified by Transfer No. 70628

In accordance with the approval of Transfer No. 70628, Water Right No. 63-31723 is now described as follows.

Right Holder: RENATA HAM And
SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704

Priority Date: May 09, 1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.99 CFS	288.0 AF
			0.99 CFS	288.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SENWNE Sec. 31 Twp 04N 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	
04N	01E	31		15.0	7.0		25.0			17.0									64.0

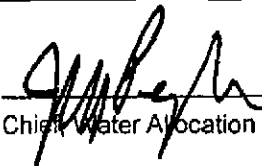
Total Acres: 64

CONDITIONS OF APPROVAL

- 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.

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 22 day of August, 2003

For  Chief Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED**TRANSFER OF WATER RIGHT*****AMENDED***

TRANSFER NO. 70628

This is to certify that: GABIOLA LAND CO LLC
920 E ANTILLES CT
MERIDIAN ID 83642
(208)887-1812

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

Right	Origin/Basis	Priority	Rate	Volume	Acre Limit	Total Acres	Source
63-8796	AJC/License	05/09/1977	1.05 cfs	306 af	N/A	88.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

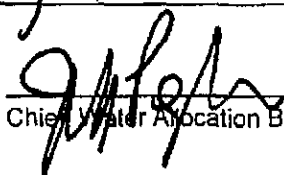
Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-8796	YES	YES	YES	NO	YES	YES

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
63-8796	63-31724	0.06 cfs	11.3 af	N/A	N/A	63-31723	0.99 cfs	288 af	N/A	64.0
COMBINED										
TOTALS		0.06 cfs	11.3 af	N/A	N/A		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 22 day of August, 2003

For 
Chief Water Allocation Bureau

WATER RIGHT NO. 63-31723

As Modified by Transfer No. 70628

In accordance with the approval of Transfer No. 70628, Water Right No. 63-31723 is now described as follows.

Right Holder: RENATA HAM And
SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704

Priority Date: May 09, 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	0.99 CFS	288.0 AF
			0.99 CFS	288.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SENWNE Sec. 31 Twp 04N Rge 01E ADA County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE			NW			SW			SE			Totals
			NE	NW	SW	NE	NW	SW	SE	NE	NW	SW	SE		
04N	01E	31	15.0	7.0		25.0			17.0					64.0	

Total Acres: 64

CONDITIONS OF APPROVAL

1. Use of this right is combined with water from Settlers Irrigation District.
2. 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.
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.

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 12 day of August, 2003

For  Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 70628

This is to certify that: GABIOLA LAND CO LLC
920 E ANTILLES CT
MERIDIAN ID 83642
(208)887-1812

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>
63-8796	AJC/License	05/09/1977	1.05 cfs	306 af	N/A	68.0	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>
63-8796	YES	YES	YES	NO	YES	YES

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>
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63-8796	63-31724	0.06 cfs	11.3 af	N/A	N/A	63-31723	0.99 cfs	288 af	N/A	64.0
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COMBINED

TOTALS		0.06 cfs	11.3 af	N/A	N/A		N/A	N/A	N/A	N/A
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Detailed Water Right Description(s) attached

Dated this 12 day of August, 2003

For 
Chief, Water Allocation Bureau

PART 1

Transfer No. 70628

6. General Information:

a. Description of diversion system well with submersible pump and flow meter

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
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.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
land will no longer be irrigated with groundwater

d. Remarks:

Diversion volume will be limited to 11.3 acre feet based on estimated annual water consumption associated with the 4 acres of transferred irrigation water right (2.83 acre feet/acre). The estimate utilizes the 35.39 inch seasonal consumptive irrigation requirement (CIR) for alfalfa hay at Boise (Allen and Brockway, 1983) with an adjustment factor of 0.96 to convert alfalfa CIR to turf CIR. An adjustment factor is needed because Allen and Brockway do not list a CIR for turf, the crop historically grown under water right 63-8796. The adjustment factor is based on the average turf to alfalfa evapotranspiration ratios for USBR Agrimet stations in southwest Idaho (Grandview, Glenns Ferry, Nampa, and Parma).

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 RESOURCESAPPLICATION 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. 63-8796 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 Water Right Purchase and Sale Agreement

3. Source of water ground water tributary to _____4. Date or priority May 9, 1977

5. Water is used for the following purposes:

amount 1.05/306.0 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)

6. Total amount of water under right 1.05 cubic feet per second and/or 306.0 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	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 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		15	7		29			17									68

Total Acres 689. 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 _____

3. 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 0.062/18.0 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
		NW	NE	31	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	31					4												4

Total Acres 4

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

1. amount 0.988/288.0 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
		NW	NE	31	4N	1E	Ada	

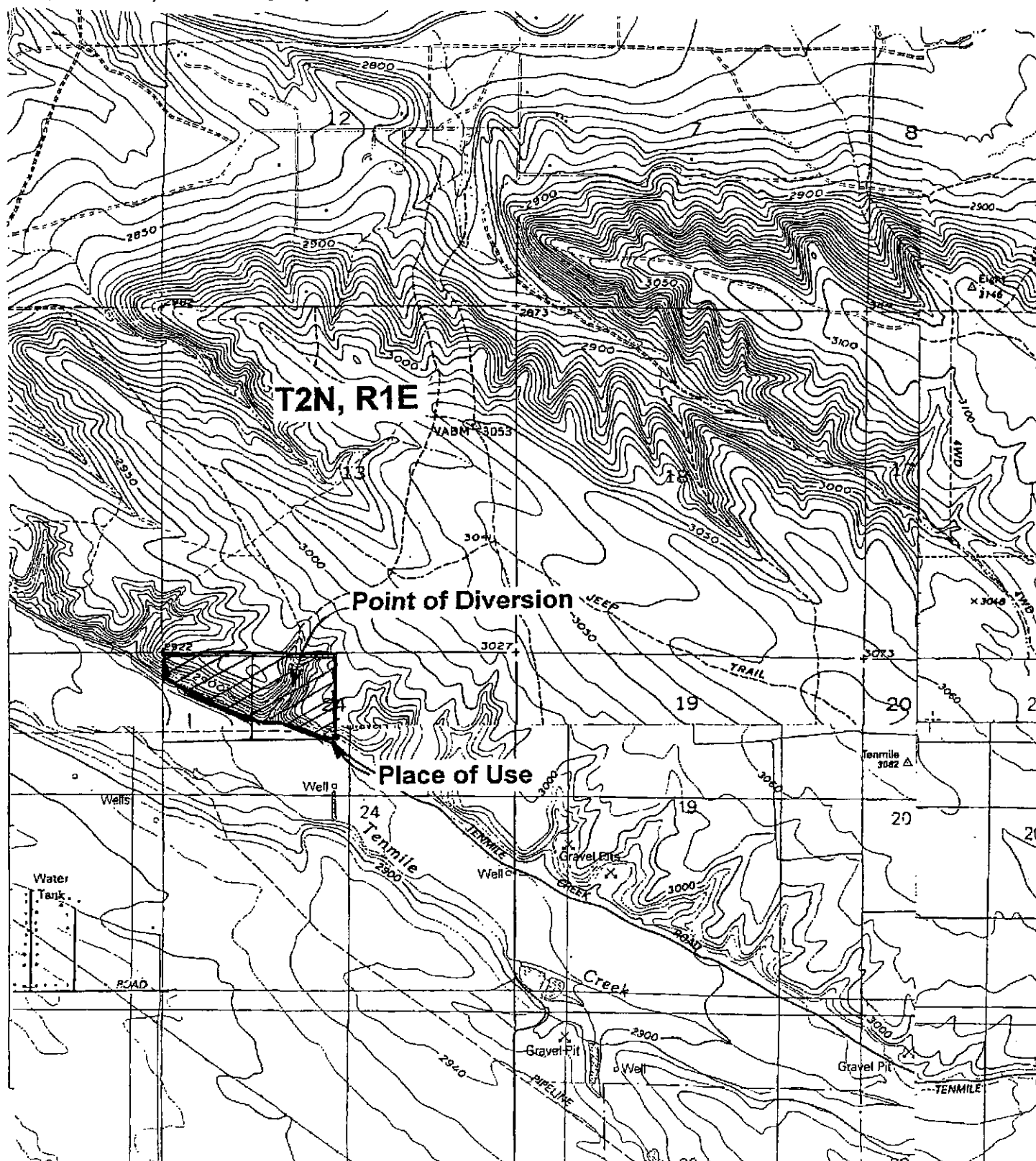
3. Lands irrigated or place of use:

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	31		15	7		25			17									64

Total Acres 64

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

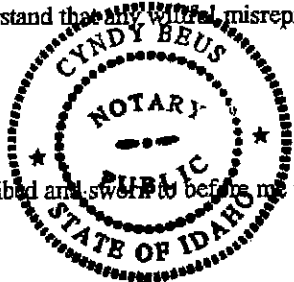
B. CHANGES IN NATURE OF USE

- | <u>New Nature of Use</u> | <u>Amount(cfs/af-ft)</u> | <u>Hours/days/year</u> | <u>Period of Use</u> |
|--------------------------|--------------------------|------------------------|----------------------|
| <u>industrial</u> | <u>0.062/18.0</u> | <u>6 hrs / 365 day</u> | <u>1/1 to 12/31</u> |
| | | <u>average</u> | <u>to</u> |
- Quantity and quality of return flows and location of discharge:
none
- Describe effects on other water uses resulting from the proposed change:
none

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.

Subscribed and sworn to before me this



Albert M. Haberle
(Signature of Applicant)

30th day of April 2003

, 20

Cyndy Beus
(Notary Public)

My commission expires 09-17-2008

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by Western Date 5/5/03 Protest filed by

Prelim. Check by 6 Fee \$100 W030429

Received by Western Date 5/5/03

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

AFFIDAVIT OF RENATA L. HAM

Renata L. Ham, of legal age and of her own personal knowledge, states as follows:

1. I am the owner or recent seller of approximately 122 acres of agricultural land more fully described on Exhibit A attached hereto (the "Property") in the N ½ of Section 31, T4N, R1E, BM, near Meridian, Idaho. The Property is being developed into a residential subdivision, and I have sold certain portions of it to the subdivision developer. In these sales, I have reserved to myself or re-acquired by deed the three licensed irrigation ground water rights that have been used on the Property: licensed rights Nos. 63-10566, 63-9972, and 63-8796 attached hereto as Exhibits B-1, B-2, and B-3, respectively (together, the "Water Rights"). Each of these rights is appurtenant to a separate portion of the Property.
2. The Water Rights divert from a common point of diversion, a 16-inch-diameter well in the NW ¼ of the NE ¼ of Section 31, T4N, R1E, B.M. The well is 239 feet deep and has always provided a reliable water supply. The well is still operational and was in use in the 2002 irrigation season.
3. Beginning in 1976, the Property has been operated and irrigated with the Water Rights as a turf-growing operation known, first, as Wysan Turf Farm. In approximately 1991, the farm's name was changed to Stonecreek Turf, an assumed business name of the general partnership of Sheldon Gayle Ham (dec'd) and Renata Ham ("Stonecreek").
4. I am very familiar with the operation of Stonecreek, having been the co-owner and manager of the company since 1993. In these capacities I assisted in the management and operation of the turf business. I am familiar with how and where ground water, diverted under the Water Rights, has been used on the Property.
5. All three Water Rights were licensed in the name of Frank and Wyoma Ham, my parents-in-law. The Ham's son, the late Gayle Ham, was my husband. Gayle and I acquired the Property and all three water rights from Frank and Wyoma by deed dated June 16, 1997, a copy of which is attached as Exhibit C. We operated the turf business thereafter. Gale died suddenly on June 18, 2001 leaving me the Property (including all water rights) and his interest in Stonecreek. I have been appointed by the court as the personal representative of Gayle's estate, as noted on Exhibit D. We had never filed with the Idaho Department of Water Resources a change of ownership form memorializing the change in ownership of the water rights from Frank and Wyoma to Gayle and me.
6. I have remarried and now am married to Todd Moon. However, I have not yet officially changed my name. Therefore, for purposes of the land and water right transactions discussed in this Affidavit, I have decided to continue using the surname of my late husband.

7. The Idaho Department of Water Resources' aerial photos of the Property in 1987, 1994, and 2000 are included as Exhibits E-2 and E-3 to this Affidavit. In managing the turf business, Stonecreek divided the Property into five separate turf fields, numbered one through five. These are depicted on Exhibit E-3. The basic facts about each of the fields are as follows (all acreages listed below are within Section 31 of T4N, R1E, B.M., and should be understood to be modified by the phrase "more or less"):

a. Field 1 (Water right license 63-10566/See Exhibit B-1):

- i. Consists of 24 irrigated acres in the NE $\frac{1}{4}$ of the NE of Section 31 (19 acres) and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31 (5 acres).
- ii. The field is owned by Renata Ham, subject to an option to purchase it held by Martin Goldsmith. The option, a copy of which is attached as Exhibit F, excludes the ground water right from the sale.
- iii. Has been continuously irrigated in each irrigation season solely with licensed ground water right 63-10566 since a permit was granted for this water right in early 1988. The license for this water right was issued in 1994. The place of use on this license describes the same 24 acres described above.
- iv. Last irrigated April 17, 2001.

b. Fields 2, 3, and 4 (Water right license 63-8796/See Exhibit B-3):

- i. Together consist of 68 acres in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31.
- ii. These fields were owned from March 1978 until May 31, 2002 by Medco Farms, an Idaho general partnership, but leased to Gayle Ham and me, Renata Ham, husband and wife, for use in the Stonecreek business pursuant to annual leases such as that attached as Exhibit G. Prior to the leases to Gayle and me, Frank and Wyoma Ham had similar leases on Fields 2, 3, and 4. As I have previously explained, Frank and Wyoma obtained the ground water right (No. 63-8796) on Fields 2, 3, and 4, and I now own that water right. To remove any question that my and my late husband's acquisition of the turf business and fields 1 and 5 from Frank and Wyoma Ham

was intended to include, and did include, all three water rights in their entirety, Frank and Wyoma Ham have executed the assignment and quitclaim deed attached as Exhibit H, memorializing my ownership of the water rights.

- iii. Since a permit was granted for this water right in May 1977, Fields 2, 3, and 4 have been continuously irrigated by Stonecreek in each irrigation season solely with licensed ground water right 63-8796. The license for this right was issued in 1988.
- iv. The place of use under water right 63-8796 is this same 68-acre parcel.
- v. The specifics of Fields 2, 3, and 4 are as follows:
 - 1. Field 2 consists of 22 acres. Twelve acres of Field 2 still are being irrigated for the Stonecreek operation. The other ten acres were last irrigated on November 1, 2002.
 - 2. Field 3 consists of 23 acres. Field 3 was last irrigated on August 4, 2001.
 - 3. Field 4 consists of 23 acres. Field 4 was last irrigated on May 28, 2002.
- vi. I exercised a purchase option I held on Fields 2, 3, and 4 and purchased them from Medco on May 31, 2002. The deed from Medco to me is attached as Exhibit I. I then sold them on May 31, 2002 to MacLocust LLC, an Idaho limited liability company. Due to an oversight, the deed to MacLocust LLC did not reserve to me the ground water right on this property as the contract of sale required. Accordingly, MacLocust LLC quitclaimed the water right to me on January 8, 2003. A copy of the water right quitclaim deed is attached as Exhibit J. On February 7, 2003, I received a quitclaim and release of mortgage on the Water Rights appurtenant to Fields 2, 3, and 4, a copy of which is attached as Exhibit K.

c. **Field 5 (Water right license 63-9972/See Exhibit B-2):**

- i. Consists of 28 irrigated acres in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31.

- ii. 14 acres of Field 5 were last irrigated on August 18, 2001; the other 14 were last irrigated on August 8, 2002.
- iii. I still own Field 5, subject to an option to purchase it held by Martin Goldsmith, who is a principal in MacLocust LLC. The option, a copy of which is attached as Exhibit F, excludes the ground water right from the sale.

8. The Property lies within the Settlers Irrigation District ("Settlers"), and is entitled to receive surface water from Settlers for irrigation. A ditch carrying water from Settler's runs along the eastern boundary of Field 5, and annual assessments to Settlers for the Property have been paid. However, no surface water from Settlers or any other entity has been used on the Property since the ground water permits were obtained. Since that time, the Property has been irrigated solely with ground water diverted under the Water Rights.

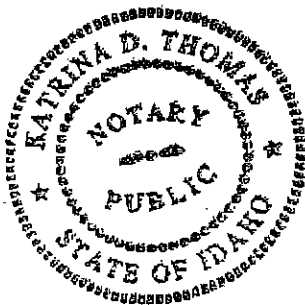
9. In my experience, using surface water is impractical for irrigating a commercial turf operation. In my role as a manager of the turf farm, I became informed that, before the well was installed, Frank Ham and his son, my late husband Gayle Ham, initially did use surface water from Settlers to irrigate the turf farm. This proved infeasible because the weed seed, chemical wastes, and other wastes present in the ditch water produced an inferior turf product that could not compete in the marketplace. Furthermore, the timing of ditch supplies was not reliable enough for the exacting requirements of turf. We often need to begin irrigating as early as March 15, and we continue irrigating as late as November 15 in many years. Settlers usually begins providing water in April and ends deliveries in October. Using ditch water also would require installing two separate pumping systems to pressurize the sprinklers. Although it was attempted before the ground water rights were acquired, it simply has never been practical to use surface water to irrigate this turf farm.

10. Even though water right 63-10566 is licensed as a "supplemental" water right, it has been used as the sole source of irrigation water for Field 1 during each irrigation season since the permit for this right was acquired in 1988. The reason for this is that, as explained above, using surface water has proven infeasible for this economic use. Again, no surface water has been used since before the dates the respective Water Rights were established.

11. In the spring of 2001, I began closing the turf growing operation and have sold 68 acres of the land (Fields 2, 3, and 4) to the developers of Havasu Creek Subdivision for a residential housing development. I since have entered contracts to sell another 53 acres encompassing the other fields. In these transactions, I have reserved the Water Rights to myself (or, as explained above in paragraph 6.b.vi, received a quitclaim deed from the buyer for the water rights). As stated above, I continued turf farming on approximately ten of these acres during the 2002 season, but anticipate ceasing these uses in the near future as the entire parcel is sold and developed.

Renata L. Ham
Renata L. Ham

Subscribed and sworn before me this 21st day of March, 2003.



AFFIDAVIT OF RENATA L. HAM—5
S:\CLIENTS\6558\ARENATA HAM AFFIDAVIT.DOC

EXHIBIT "A"

PARCEL I

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 NORTHEAST 1/4 OF SECTION 31 OF TOWNSHIP 4 NORTH AND RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO. THE PARCEL IS ALSO DESCRIBED AS LOT 8 AND PART OF LOT 9 OF CRESTWOOD SUBDIVISION NO. 1, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EASTERLY SECTION LINE OF SAID SECTION 31, A DISTANCE OF 660.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, (FORMERLY SOUTH 89 DEGREES 40 MINUTES 27" WEST), A DISTANCE OF 33.00 FEET TO A POINT, THE NORTHEAST CORNER OF SAID LOT 8, THE REAL POINT OF BEGINNING; THENCE SOUTH ALONG THE EASTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 495.52 FEET TO AN IRON PIN; THENCE SOUTH 88 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 475.48 FEET TO AN IRON PIN; THENCE SOUTH A DISTANCE OF 167.06 FEET TO AN IRON PIN ON THE SOUTHERLY BOUNDARY OF SAID LOT 9; THENCE SOUTH 89 DEGREES 39 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9, A DISTANCE OF 1137.90 FEET TO AN IRON PIN, THE SOUTHWEST CORNER OF SAID LOT 9 OF THE CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 0 DEGREE 01 MINUTES 41 SECONDS EAST (FORMERLY NORTH 0 DEGREE 02 MINUTES 20 SECONDS EAST), ALONG THE WESTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 684.91 FEET TO AN IRON PIN, THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89 DEGREES 28 MINUTES 18 SECONDS EAST, A DISTANCE OF 1396.02 FEET, (FORMERLY NORTH 89 DEGREES 28 MINUTES 32 SECONDS A DISTANCE OF 1395.89 FEET), TO AN IRON PIN ON THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, (FORMERLY NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST), ALONG THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 217.00 FEET TO THE REAL POINT OF BEGINNING.

PARCEL II

PART OF THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE QUARTER CORNER COMMON SECTIONS 31 AND 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE SOUTH 89 DEGREES 58' WEST 1320.00 FEET ALONG THE EAST WEST MID SECTION LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 0 DEGREES 03' EAST 10.00 FEET ALONG THE ONE-SIXTEENTH LINE TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 03' EAST 987.48 FEET; THENCE NORTH 89 DEGREES 58' WEST 1317.89 FEET TO A POINT ON THE NORTH SOUTH MID SECTION LINE OF SECTION 31; THENCE

COMMITMENT FOR TITLE INSURANCE

File Number: P152788

SOUTH 0 DEGREES 05' WEST 978.79 FEET ALONG SAID NORTH SOUTH MID SECTION
LINE TO A POINT WHICH IS NORTH 0 DEGREES 05' EAST 20.00 FEET FROM THE
CENTER OF SECTION 31; THENCE
SOUTH 89 DEGREES 36' EAST 1320.45 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT 7

PARTIAL III

The East 30 acres of the Northeast quarter of the Northwest quarter; the East 15 acres of the North half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter of the Northeast quarter; the West half of the Southeast quarter of the Northwest quarter of the Northeast quarter; the Southwest quarter of the Northeast quarter, All in Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT THEREFROM the Northeast quarter of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31.

ALSO EXCEPT the tract of land described as follows:

From the quarter corner common to Sections 31 and 32, Township 4 North, Range 1 East of the Boise Meridian; thence

South 89°58' West 1320.20 feet along the East West mid-section line to the Southwest corner of the Southeast quarter of the Northeast quarter of Section 31; thence

North 0°03' East 10.00 feet along the 1/16 line to the POINT OF BEGINNING; thence

North 0°03' East 987.48 feet; thence

North 89°58' West 1317.89 feet to a point on the North South mid-section line of Section 31; thence

South 0°05' West 978.79 feet along said North South mid-section line to a point which is North 0°05' East, 20 feet from the center of Section 31; thence

South 89°36' East, 1320.45 feet to the POINT OF BEGINNING, All in the Southwest quarter of the Northeast quarter of Section 31, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho.

AND FURTHER EXCEPTING ditch and road rights of way.

EXHIBIT A

PAGE 3 OF 4

EXHIBIT A



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

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

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED FRANK N. HAM AND WYOMA HAM, HUSBAND AND WIFE

Grantor s, do hereby grant, bargain, sell and convey unto SHELDON G. HAM AND RENATA HAM,
HUSBAND AND WIFE

the Grantee s, whose current address is: 11955 W. MESQUITE DRIVE, BOISE, ID 83704
the following described real property in ADA County, State of Idaho, more particularly described as
follows, 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 and Grantee heirs
and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee s, the Grantor s are the
owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this
conveyance is expressly made subject and those made, suffered or done by the Grantee s and subject to reservations,
restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments,
(includes 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: June 16, 1997

Frank N. Ham Wyoma Ham
FRANK N. HAM WYOMA HAM

STATE OF IDAHO, County of ADA, ss.

On this 16 day of June, in the year of 1997, before me PENNY R. COMBS

personally appeared FRANK N. HAM AND WYOMA HAM, a notary public, per-
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: Penny R. Combs
Residing at: MERIDIAN, IDAHO
My Commission Expires: 05/04/00

EXHIBIT C
PAGE 1 OF 3

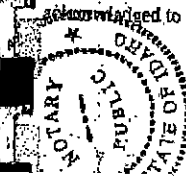


EXHIBIT "A"

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PARCEL II

PART OF THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE QUARTER CORNER COMMON SECTIONS 31 AND 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE SOUTH 89 DEGREES 58' WEST 1320.00 FEET ALONG THE EAST WEST MID SECTION LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 0 DEGREES 03' EAST 10.00 FEET ALONG THE ONE-SIXTEENTH LINE TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 03' EAST 987.48 FEET; THENCE NORTH 89 DEGREES 58' WEST 1317.89 FEET TO A POINT ON THE NORTH SOUTH MID SECTION LINE OF SECTION 31; THENCE

EXHIBIT

PAGE

2 OF 3

COMMITMENT FOR TITLE INSURANCE

File Number: P152788

SOUTH 0 DEGREES 05' WEST 978.79 FEET ALONG SAID NORTH SOUTH MID SECTION
LINE TO A POINT WHICH IS NORTH 0 DEGREES 05' EAST 20.00 FEET FROM THE
CENTER OF SECTION 31; THENCE
SOUTH 89 DEGREES 36' EAST 1320.45 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT

PAGE

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3 OF 3

RECEIVED

JAN 23 2003

Givens Pursley, LLP

FARM LEASE

THIS INDENTURE, Made and entered into this 24th day of May, 1995, by and between MEDCO FARMS, an Idaho general partnership, the party of the first part, hereinafter referred to for as Lessor; and GAYLE HAM and RENATA HAM, husband and wife, hereinafter referred to as Lessee;

W I T N E S S E T H:

THAT The Lessor hereby leases, lets and demises unto the Lessee, the following described real property, situated in the County of Ada, State of Idaho, and more particularly described as follows, to wit:

SEE EXHIBIT A

for a term commencing on the 1st day of July, 1995, and ending on the 30th day of November, 1997.

RENTAL: The total rent for the term is the sum of [REDACTED], lawful money of the United State of America, which Lessee agrees to pay to the Lessor without deduction or offset at such place or places as may be designated from time to time by the Lessor in installments as follows:

1. The sum of [REDACTED] on or before the 15th day of September, 1995;

2. The sum of [REDACTED] on or before the 15th day of April, 1996 and a like sum of [REDACTED] on or before the 15th day of September, 1996.

3. The sum of [REDACTED] on or before the 15th day of April, 1997, and a like sum of [REDACTED] on or before the 15th day of September, 1997.

LESSOR'S COVENANTS: The Lessor covenants and agrees with the Lessee as follows:

1. That the Lessee paying the rent herein reserved and observing and performing the covenants and stipulations on its part to be performed, shall peacefully hold and enjoy the demised premises during the term, subject to the right of the Lessor to enter upon said premises at any reasonable time for the purpose of inspecting the same or making improvements therein.

2. That the Lessor shall pay all real estate taxes levied or assessed against the above described property during the term of this Lease.

3. The Lessor shall pay all capital improvements assessments of the irrigation district. In this regard, it is understood and agreed that Lessor shall have the right to direct Lessee's vote at any meeting of the irrigation district held for the purposes of voting on said assessments.

LESSEE'S COVENANTS: The Lessee covenants with the Lessor as follows:

1. To pay the rent hereby reserved in the manner hereinbefore set forth.

2. To keep said premises in good condition and repair, and to repair all fences, gates, drainage and irrigation ditches, and to keep the same in as good a condition as they now are, or may be put in, during the term hereof, providing that the Lessor shall pay for all materials used in the construction of any permanent gates or checks or other permanent improvements to ditches or fences.

3. To farm, cultivate, fertilize and manage the whole of the premises in a good and farmlike manner, according to the usual course of farming practice in the community, and to keep the same free and clear from weeds and noxious weeds, and not to assign or underlet any part of said premises or this Agreement, without the written consent of the Lessor.

4. To not commit or allow to be committed any waste upon said premises.

5. To pay all of the expenses of planting, cultivating, farming and harvesting the crops grown on said premises and to save the Lessor harmless from any claims or demands arising from said operation.

6. To pay all irrigation water charges, excluding any capital improvement assessments, made or levied upon or against the premises, and including all excess water charges.

7. To not allow nor permit any liens or encumbrances to remain outstanding against said premises after receiving notice of said liens or encumbrances.

8. To yield up said premises, at the expiration of the tenancy, in such state of repair, cultivation and management as

shall be in compliance with the Lessee's Covenants hereinbefore contained.

HOUSE: The parties acknowledge and agree that there exists a residential house located on the premises and that Lessee shall be entitled to rental income therefrom in the event they wish to sublease the said house. Lessee agrees to provide all repairs necessary to maintain the house at their own expense. Lessee shall maintain liability insurance coverage with policy limits of at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), insuring against premises liability arising from occupancy of the house by third parties. Lessee agrees to indemnify and hold harmless Lessor from any claims or actions arising from the use of said house.

SECURITY INTEREST: The Lessor is hereby granted a security interest in the crops grown on the above described property as security for the payment of the lease payments herein provided for. Concurrently with the execution of this Agreement, Lessee agrees to execute and deliver to the Lessor a UCC-1F Farm Products Financing Statement, disclosing the security interest of the Lessor in the crops to be grown on the above described property during the term of this Lease.

The Lessor agrees that within thirty (30) days from a termination of this Lease as provided herein, Lessor shall file a terminating statement with the Secretary of State releasing all its interest in said crops located on the subject property.

DEFAULT: It is understood and agreed that in the event the Lessee should fail to perform any of the covenants and agreements herein contained, that the Lessor shall have the privilege of terminating this Lease by giving to the Lessee a written notice by registered mail addressed to the Lessee at his present address, said notice to set forth the failure or delinquency on the part of the Lessee, and if the Lessee shall have failed to comply with this Agreement, or with said notice, at the expiration of thirty (30) days from the date of the mailing of the same, this Lease shall, at the option of the Lessor, terminate and the Lessor shall be entitled to immediate possession of the premises.

It is understood and agreed that possession by the Lessor in the event of default as set forth herein does not give Lessor an interest in any crops planted or growing on said real property except as set forth in the security agreement herein.

It is further understood and agreed that the security agreement together with the financing statement executed and delivered to the Lessor concurrent with this Agreement secures Lessor to only the amount the Lessee is in default should default occur as provided herein.

ENFORCEMENT EXPENSES: In the event that it is necessary for legal action to be brought by either of the parties hereto to enforce the provisions of this Lease, it is hereby agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the Court in addition to any costs allowed by law.

PREPARATION OF DOCUMENTS: Lessee acknowledges that legal ethics do not permit an attorney to represent both parties to a transaction for the reason, among other things, that the parties hereto have potentially conflicting interests. Lessee further acknowledges that it has not sought the counsel and advice of Lessor's attorney or accountant and acknowledges further that David H. Kerrick is the attorney representing the Lessor.

Lessee does agree, however, to reimburse the Lessor for one-half (1/2) of the cost of Lessor's attorney fees incurred in the preparation of this Agreement and the related documents in this transaction.

BINDING EFFECT: This Agreement is binding upon the heirs, executors, administrators and assigns of all of the parties hereto, and time is of the essence of this Agreement in all of its provisions.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year in this Agreement first above written.

MEDCO FARMS

By

Gerald C. Bauman
GERALD C. BAUMAN, M.D.

By

T.E. Dillon
T.E. DILLON, M.D.

LESSOR

Gayle Ham
GAYLE HAM

Renata Ham
RENATA HAM

LESSEE

STATE OF IDAHO)
: ss.
County of Canyon)

On this 1st day of June, 1995, before me, the undersigned, a Notary Public in and for said State, Personally appeared HERALD C. BAUMAN, M.D. and T.E. DILLON, M.D., partners in the Partnership of MEDCO FARMS, and the partners who subscribed said Partnership name to the foregoing document and acknowledged to me that they executed the same in the partnership name.

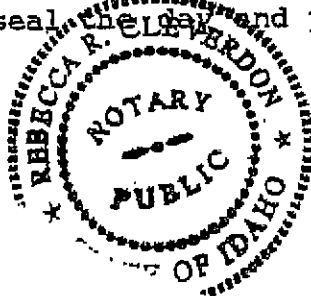
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

RL
Notary Public for Idaho
Residing at Caldwell
My Commission Expires: 4/1/00

STATE OF IDAHO)
: ss.
County of Ada)

On this 24th day of May, 1995, before me, the undersigned, a Notary Public in and for said State, Personally appeared GAYLE HAM and RENATA HAM, husband and wife, known to me to be the persons who executed the foregoing document and acknowledged to me that they executed the same.

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



Rebecca R. Cloward
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: 8-23-97

EXHIBIT A

The East 30 acres of the Northeast Quarter of the Northwest Quarter; the East 15 acres of the North Half of the Southeast Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter of the Northeast Quarter; the West Half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter, ALL in Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT THEREFROM The Northeast Quarter of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of said Section 31.

EXCEPT ALSO The tract of land described as follows: From the quarter corner common to Sections 31 and 32, Township 4 North, Range 1 East of the Boise Meridian; thence South 89° 58' West 1320.20 feet along the East-West mid-section line to the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 31; thence North 0° 03' East 10.00 feet along the 1/16 line to the Point of Beginning; thence North 0° 03' East 987.48 feet; thence North 89° 58' West 1317.89 feet to a point on the North-South midsection line of Section 31; thence South 0° 05' West 978.79 feet along said North-South midsection line to a point which is North 0° 05' East, 20 feet from the center of Section 31; thence South 89° 36' East, 1320.45 feet to the Point of Beginning and containing 29.815 acres, more or less, ALL in the Southwest Quarter of the Northeast Quarter of Section 31, Township 4 North, Range 1 East of the Boise Meridian.

EXHIBIT

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PAGE

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copy
5-13-93

JAN 7 3 2003

MEDCO FARM PROPOSAL

Givens Pursley, LLP

MAXIMUM AMOUNT FOR LEASED LAND IN THIS AREA IS [REDACTED] PER ACRE. PLEASE NOTE THAT IRRIGATION AND PROPERTY TAXES ARE ALSO PAID BY LESSOR. WE ARE CURRENTLY PAYING [REDACTED] PER ACRE AND WITH TAXES WE ARE PAYING [REDACTED] PER ACRE. IN OUR NEW PROPOSAL IN 1996 WE WOULD OFFER YOU [REDACTED] PER ACRE, WITH TAXES [REDACTED] PER ACRE. IN 1997 [REDACTED] PER ACRE AND WITH TAXES [REDACTED] PER ACRE. IN 1998 GAYLE AND I WOULD LIKE TO HAVE ENOUGH MONEY SAVED FOR A DOWN PAYMENT TO PURCHASE THE PROPERTY.

1995-1997

[REDACTED] SEPTEMBER 15TH 1995
[REDACTED] APRIL 15TH 1996
[REDACTED] SEPTEMBER 15TH 1996
[REDACTED] APRIL 15TH 1997
[REDACTED] SEPTEMBER 15TH 1997

[REDACTED] TOTAL LEASE PAYMENT

[REDACTED] IRRIGATION TAXES FOR 1995
[REDACTED] PROPERTY TAXES FOR 1995
[REDACTED] IRRIGATION TAXES FOR 1996
[REDACTED] PROPERTY TAXES FOR 1996
[REDACTED] IRRIGATION TAXES FOR 1997
[REDACTED] PROPERTY TAXES FOR 1997

[REDACTED] ESTIMATED TAXES

[REDACTED] ESTIMATED TAXES

[REDACTED] PER ACRE

[REDACTED] AVERAGE PER ACRE OVER 2.5 YEARS

EXHIBIT

G

PAGE

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Filed at the request of:
When recorded return to:

Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701
Attn: Donald R. Alloway

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/13/03 04:44 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Givens Pursley
AMOUNT 18.00



6

WATER RIGHT ASSIGNMENT AND QUITCLAIM DEED

Recitals

1. Frank and Wyoma Ham, husband and wife (together or separately referred to herein as "Assignor") owned and operated a turf-growing operation near Meridian, Idaho now known as Stonecreek Turf ("Stonecreek"). To irrigate the approximately 122 acres involved in Stonecreek, Assignor acquired three licensed ground water rights, nos. 63-8796, 63-9972, and 63-10566, which were appurtenant to and used to irrigate the two fee-owned parcels and three leased parcels comprising Stonecreek.
2. In 1997, Assignor deeded its fee interests in the Stonecreek property, and its appurtenances, to Renata Ham and her late husband, Sheldon Gayle Ham.
3. Assignor desires to clarify that the 1997 conveyance was intended to convey to Sheldon and Renata Ham all of Assignor's interest in the above-described water rights.

Assignment and Quit Claim Deed

FOR VALUE RECEIVED, Assignor hereby releases, conveys, and quitclaims unto Renata Ham, a/k/a Renata Moon, whose address is 5125 Morninggate Dr., Boise, Idaho 83713 ("Assignee"), all of Assignor's right, title, and interest in and to those licensed ground water rights appurtenant to, delivered to, or placed to beneficial use upon the following described premises, being a portion of the North half of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho:

SEE ATTACHED EXHIBIT "A."

which water rights are more particularly described as licensed water right nos. 63-8796, 63-9972, and 63-10566 as reflected in the records of the Idaho Department of Water Resources and/or the Snake River Basin Adjudication Court, Fifth Judicial District, in and for the County of Twin Falls, Idaho, Case No. 39576. Assignor also hereby assigns and conveys to Assignee all of Assignor's interest in the licenses for such water rights,

and conveys to Assignee all of Assignor's interest in the licenses for such water rights, and all of Assignor's interest in any wells, pipes, pumps, ditches, or easements on the above-described premises and associated with such water rights.

TO HAVE AND TO HOLD all such water rights, licenses, and interests unto the Assignee, her successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has caused her name to be subscribed to this Deed effective the 13 day of March, 2003

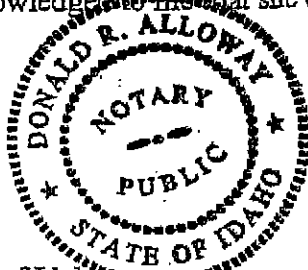
ASSIGNOR

Frank N. Ham

Wyoma Ham

State of Idaho)
) ss.
County of Ada)

On this 13 day of March in the year of 2003, before me, a Notary Public in and for said State, personally appeared Wyoma Ham, a married woman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



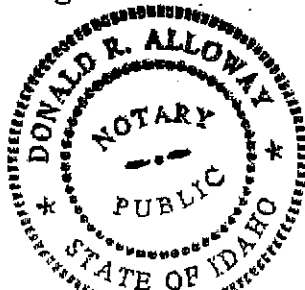
Notary Public for Idaho

Residing at 507 SE

My Commission expires 10/3/07

State of Idaho)
County of Ada) ss.

On this 13 day of March in the year of 2003, before me, a Notary Public in and for said State, personally appeared Frank N. Ham, a married man, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public for Idaho

Residing at 8015

My Commission expires 10/3/07

EXHIBIT "A"

PARCEL I

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 NORTHEAST 1/4 OF SECTION 31 OF TOWNSHIP 4 NORTH AND RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO. THE PARCEL IS ALSO DESCRIBED AS LOT 8 AND PART OF LOT 9 OF CRESTWOOD SUBDIVISION NO. 1, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EASTERLY SECTION LINE OF SAID SECTION 31, A DISTANCE OF 660.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, (FORMERLY SOUTH 89 DEGREES 40 MINUTES 27" WEST), A DISTANCE OF 33.00 FEET TO A POINT, THE NORTHEAST CORNER OF SAID LOT 8; THE REAL POINT OF BEGINNING; THENCE SOUTH ALONG THE EASTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 495.52 FEET TO AN IRON PIN; THENCE SOUTH 88 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 475.48 FEET TO AN IRON PIN; THENCE SOUTH A DISTANCE OF 167.06 FEET TO AN IRON PIN ON THE SOUTHERLY BOUNDARY OF SAID LOT 8; THENCE SOUTH 89 DEGREES 39 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9, A DISTANCE OF 1197.90 FEET TO AN IRON PIN, THE SOUTHWEST CORNER OF SAID LOT 9 OF THE CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 0 DEGREE 01 MINUTES 41 SECONDS EAST (FORMERLY NORTH 0 DEGREE 02 MINUTES 20 SECONDS EAST), ALONG THE WESTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 664.91 FEET TO AN IRON PIN, THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89 DEGREES 28 MINUTES 18 SECONDS EAST, A DISTANCE OF 1396.02 FEET, (FORMERLY NORTH 89 DEGREES 28 MINUTES 32 SECONDS A DISTANCE OF 1395.89 FEET), TO AN IRON PIN ON THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, (FORMERLY NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST), ALONG THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 217.00 FEET TO THE REAL POINT OF BEGINNING.

PARCEL II

PART OF THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE QUARTER CORNER COMMON SECTIONS 31 AND 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE SOUTH 89 DEGREES 58' WEST 1320.00 FEET ALONG THE EAST WEST MID SECTION LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 0 DEGREES 03' EAST 10.00 FEET ALONG THE ONE-SIXTEENTH LINE TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 03' EAST 987.48 FEET; THENCE NORTH 89 DEGREES 58' WEST 1317.89 FEET TO A POINT ON THE NORTH SOUTH MID SECTION LINE OF SECTION 31; THENCE

FILE NUMBER: 7132700

SOUTH 0 DEGREES 05' WEST 978.79 FEET ALONG SAID NORTH SOUTH MID SECTION
LINE TO A POINT WHICH IS NORTH 0 DEGREES 05' EAST 20.00 FEET FROM THE
CENTER OF SECTION 31; THENCE
SOUTH 89 DEGREES 36' EAST 1320.45 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT A

PAGE 2 OF 4

PARCEL III

The East 30 acres of the Northeast quarter of the Northwest quarter; the East 15 acres of the North half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter of the Northeast quarter; the West half of the Southeast quarter of the Northwest quarter of the Northeast quarter; the Southwest quarter of the Northeast quarter; All in Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT THEREFROM the Northeast quarter of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31.

ALSO EXCEPT the tract of land described as follows:

From the quarter corner common to Sections 31 and 32, Township 4 North, Range 1 East of the Boise Meridian; thence

South 89°58' West 1320.20 feet along the East West mid-section line to the Southwest corner of the Southeast quarter of the Northeast quarter of Section 31; thence

North 0°03' East 10.00 feet along the 1/16 line to the POINT OF BEGINNING; thence

North 0°03' East 987.48 feet; thence

North 89°58' West 1317.89 feet to a point on the North South mid-section line of Section 31; thence

South 0°05' West 978.79 feet along said North South mid-section line to a point which is

North 0°05' East, 20 feet from the center of Section 31; thence

South 89°35' East, 1320.46 feet to the POINT OF BEGINNING, All in the Southwest quarter of the Northeast quarter of Section 31, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho.

AND FURTHER EXCEPTING ditch and road rights of way.

EXHIBIT A

PAGE 3 OF 4

EXHIBIT



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED-REQUEST OF

TITLE ONE

FEE

DEPT

2002 MAY 31 PM 4:35

102061890

Order No.: A028564

WARRANTY DEED

FOR VALUE RECEIVED,

MEDCO FARMS, PARTNERSHIP, an Idaho General Partnership AS TO AN UNDIVIDED 80% INTEREST AND DONALD D. PRICE AND ROSE MARIE PRICE, HUSBAND AND WIFE AS TO AN UNDIVIDED 20% INTEREST

The Grantor(s), do(es) hereby grant, bargain sell and convey unto SHELDON GAYLE POTTS AKA SHELDON HAM AND RENATA POTTS AKA RENATA HAM, HUSBAND AND WIFE

whose current address is 555 E. MCMILLAN ROAD MERIDIAN, ID 83642

the Grantee(s), the following described premises, in ADA County, Idaho, TO WIT:

A parcel of land being a portion of the North half of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 05/31/02

Gerald C. Bauman
MEDCO FARMS, PARTNERSHIP

BY: GERALD C. BAUMAN

Donald D. Price
DONALD D. PRICE-AS TO 20%

T.E. Dillon
BY: T.E. DILLON

Rose Marie Price
ROSE MARIE PRICE-AS TO 20%

STATE OF IDAHO
COUNTY OF ADA

ON THIS 30TH DAY OF MAY, 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, GERALD C. BAUMAN AND T.E. DILLON PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE TWO OF THE PARTNERS IN THE PARTNERSHIP OF MEDCO FARMS, AND THE PARTNERS WHO SUBSCRIBED SAID PARTNERSHIP'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

Tamera L. Hovde
TAMERA L. HOVDE
NOTARY PUBLIC
RESIDING AT: NAMPA
COMMISSION EXPIRES: 11/29/03



EXHIBIT

4

PAGE

1 OF 3

STATE OF IDAHO)
COUNTY OF ADA)

ON THIS 31ST OF MAY, 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY
PUBLIC PERSONALLY APPEARED, DONALD D. PRICE AND ROSE MARIE
PRICE KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON (S) WHOSE NAMES ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY
EXECUTED TO SAME.

Tamera L. Hoyle

NOTARY PUBLIC

RESIDING AT:

RESIDING IN NAMPA, IDAHO
MY COMM. EXPIR 11-29-2003

MY COMMISSION EXPIRES:

(SEAL)

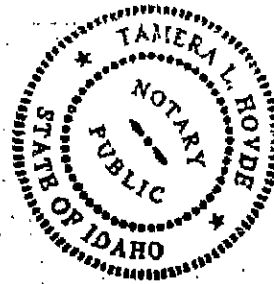


EXHIBIT H

PAGE 2 OF 3

EXHIBIT "A"

"MEDCO"

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

The East 30 acres of the Northeast quarter of the Northwest quarter, the East 15 acres of the North half of the Southeast quarter of the Northwest quarter, the Southwest quarter of the Northwest quarter of the Northeast quarter, the West half of the Southeast quarter of the Northwest quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, All in Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT THEREFROM the Northeast quarter of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31.

ALSO EXCEPT the tract of land described as follows:

From the quarter corner common to Sections 31 and 32, Township 4 North, Range 1 East of the Boise Meridian; thence
South 89°58' West 1320.20 feet along the East West mid-section line to the Southwest corner of the Southeast quarter of the Northeast quarter of Section 31; thence
North 0°03' East 10.00 feet along the 1/16 line to the POINT OF BEGINNING; thence
North 0°03' East 987.48 feet; thence
North 89°58' West 1317.89 feet to a point on the North South mid-section line of Section 31; thence
South 0°05' West 978.79 feet along said North South mid-section line to a point which is North 0°05' East, 20 feet from the center of Section 31; thence
South 89°36' East, 1320.45 feet to the POINT OF BEGINNING, All in the Southwest quarter of the Northeast quarter of Section 31, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho.

AND FURTHER EXCEPTING ditch and road rights of way.

EXHIBIT

H

PAGE

7

OF

3

DEPUTY REGISTER CLERK
RECORDED - REQUEST OF
Brian Donaslay
AMOUNT 9.00



WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, Grantor MACLOCUST, L.L.C., an Idaho limited liability company, hereby grants, bargains, sells, conveys, and quitclaims unto Grantee, Renata Moon of Meridian, Idaho, all of Grantor's right, title and interest in and to those certain ground water rights appurtenant to, delivered to, or placed to beneficial use upon the following described premises, in Ada County, Idaho, TO WIT:

A parcel of land being a portion of the North half of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows: SEE ATTACHED EXHIBIT "A"

which water rights are more particularly described as licensed water right nos. 63-8796, 63-9972, and 63-10566 as reflected in the records of the Idaho Department of Water Resources and/or the Snake River Basin Adjudication Court, Fifth Judicial District, in and for the County of Twin Falls, Idaho, Case No. 39576.

TO HAVE AND TO HOLD all such water rights unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused his name to be subscribed to this Grant Deed effect the 8th day of January, 2003.

GRANTOR:

MACLOCUST, L.L.C., an Idaho
Limited Liability Company

By: Marty Goldsmith managing member
Marty Goldsmith, Managing Member

EXHIBIT

I

PAGE

1 OF 3

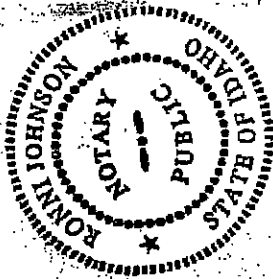
STATE OF IDAHO,)

SS.

County of Ada.)

On this 8th day of January, 2003, before me a Notary Public in and for the State of Idaho, personally appeared Marty Goldsmith, known or identified to me to be the person who executed the above Grant Deed, and acknowledged to me that he executed the same on his own behalf and on behalf of MACLOCUST, L.L.C., an Idaho limited liability company.

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



Ronni Johnson
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 6/30/2003

EXHIBIT I

PAGE 2 OF 3

BOISE IDAHO 02/10/03 12:55 PM
DEPUTY KRs Vaughn
RECORDED-REQUEST OF
Alliance Title
AMOUNT 21.00



Filed at the request of:
When recorded return to:

Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701
Attn: Donald R. Alloway

WATER RIGHT RELEASE, RECONVEYANCE AND QUITCLAIM DEED

FOR VALUE RECEIVED, Hopkins Mortgage Fund, L.L.C., and Idaho Limited Liability Company, "as trustee for the benefit on a parity for all Series "A" Debenture Holders" as to their undivided 55% interest, Hopkins Growth Fund, L.L.C., an Idaho Limited Liability Company, "as trustee for the benefit on a parity for all Series "G" Debenture Holders" as to their undivided 30% interest, and Timbre Wolfe, an unmarried man as to his undivided 15% interest, (collectively, the "Grantors") hereby release, sell, convey, and quitclaim unto Renata Ham, a/k/a Renata Moon, whose address is 5125 Morningdale Dr., Boise, Idaho 83713, ("Grantee") all of Grantors' right, title and interest in and to those certain ground water rights appurtenant to, delivered to, or placed to beneficial use upon the following described premises, being a portion of the North half of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A."

which water rights are more particularly described as licensed water right nos. 63-8796, 63-9972, and 63-10566 as reflected in the records of the Idaho Department of Water Resources and/or the Snake River Basin Adjudication Court, Fifth Judicial District, in and for the County of Twin Falls, Idaho, Case No. 39576.

TO HAVE AND TO HOLD all such water rights unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused their names to be subscribed to this Deed effective the 3 day of FEBRUARY, 2003

GRANTOR

HOPKINS MORTGAGE FUND, L.L.C.,
an Idaho Limited Liability Company

EXHIBIT 5

PAGE 1 OF 7

By: [Signature]

Its: AUTHORIZED OFFICER & AGENT

QUITCLAIM DEED - PAGE 1

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GRANTOR

HOPKINS GROWTH FUND, L.L.C.,
an Idaho Limited Liability Company

By: *Aaron L. Van Der Aa*

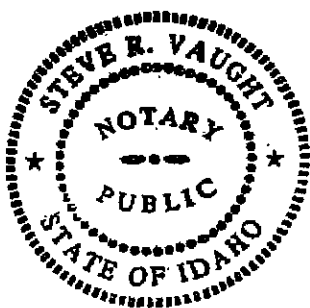
Its: AUTHORIZED OFFICER & AGENT

GRANTOR

Timbre Wolf
Timbre Wolf, an unmarried man

State of Idaho)
) ss.
County of Ada)

On this 3 day of FEBRUARY, in the year of 2003, before me, a Notary Public in and for said State, personally appeared AARON L. VAN DER AA, known or identified to me to be a member of HOPKINS GROWTH FUND, L.L.C., an Idaho limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that HE executed the same in said limited liability company name.



Steve R. Vaught
Notary Public for Idaho

Residing at *Boise, ID*

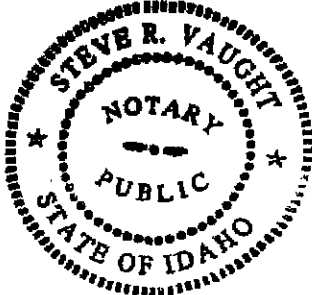
My Commission expires *7/1/05*

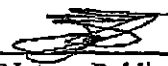
EXHIBIT *J*

PAGE *2* OF *2*

State of Idaho)
) ss.
County of Ada)

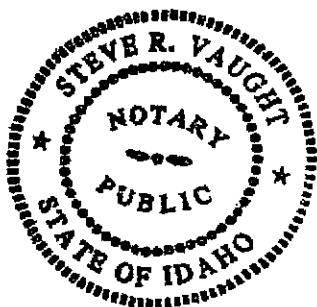
On this 3 day of FEBRUARY, in the year of 2003, before me, a Notary Public in and for said State, personally appeared AARON L. VAN DER AA, known or identified to me to be a member of **HOPKINS MORTGAGE FUND, L.L.C.**, an Idaho limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that HE executed the same in said limited liability company name.




Notary Public for Idaho
Residing at Box 70
My Commission expires 7/1/03

State of Idaho)
) ss.
County of Ada)

On this 3 day of FEBRUARY, in the year of 2003, before me, a Notary Public in and for said State, personally appeared **TIMBRE WOLFE**, an unmarried individual, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public for Idaho
Residing at Box 70
My Commission expires 7/1/03

EXHIBIT J
PAGE 3 OF 7

EXHIBIT "A"

PARCEL I

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 NORTHEAST 1/4 OF SECTION 31 OF TOWNSHIP 4 NORTH AND RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO. THE PARCEL IS ALSO DESCRIBED AS LOT 8 AND PART OF LOT 9 OF CRESTWOOD SUBDIVISION NO. 1, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH ALONG THE EASTERLY SECTION LINE OF SAID SECTION 31, A DISTANCE OF 660.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, (FORMERLY SOUTH 89 DEGREES 40 MINUTES 27" WEST), A DISTANCE OF 33.00 FEET TO A POINT, THE NORTHEAST CORNER OF SAID LOT 8, THE REAL POINT OF BEGINNING; THENCE SOUTH ALONG THE EASTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 495.52 FEET TO AN IRON PIN; THENCE SOUTH 88 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 475.48 FEET TO AN IRON PIN; THENCE SOUTH A DISTANCE OF 167.06 FEET TO AN IRON PIN ON THE SOUTHERLY BOUNDARY OF SAID LOT 9; THENCE SOUTH 89 DEGREES 39 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9, A DISTANCE OF 1137.90 FEET TO AN IRON PIN, THE SOUTHWEST CORNER OF SAID LOT 9 OF THE CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 0 DEGREE 01 MINUTES 41 SECONDS EAST (FORMERLY NORTH 0 DEGREE 02 MINUTES 20 SECONDS EAST), ALONG THE WESTERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 664.91 FEET TO AN IRON PIN, THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89 DEGREES 28 MINUTES 18 SECONDS EAST, A DISTANCE OF 1396.02 FEET, (FORMERLY NORTH 89 DEGREES 28 MINUTES 32 SECONDS A DISTANCE OF 1395.89 FEET), TO AN IRON PIN ON THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1; THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, (FORMERLY NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST), ALONG THE NORTHERLY BOUNDARY OF CRESTWOOD SUBDIVISION NO. 1, A DISTANCE OF 217.00 FEET TO THE REAL POINT OF BEGINNING.

PARCEL II

PART OF THE SOUTHWEST 1/4 NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE QUARTER CORNER COMMON SECTIONS 31 AND 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE SOUTH 89 DEGREES 58' WEST 1320.00 FEET ALONG THE EAST WEST MID SECTION LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE NORTH 0 DEGREES 03' EAST 10.00 FEET ALONG THE ONE-SIXTEENTH LINE TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 03' EAST 987.48 FEET; THENCE NORTH 89 DEGREES 58' WEST 1317.89 FEET TO A POINT ON THE NORTH SOUTH MID SECTION LINE OF SECTION 31; THENCE

EXHIBIT

EXHIBIT

PAGE

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PAGE

1 OF 4

CONTINUED

File Number: P152788

SOUTH 0 DEGREES 05' WEST 978.79 FEET ALONG SAID NORTH SOUTH MID SECTION
LINE TO A POINT WHICH IS NORTH 0 DEGREES 05' EAST 20.00 FEET FROM THE
CENTER OF SECTION 31; THENCE
SOUTH 89 DEGREES 36' EAST 1320.45 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT J

PAGE 5 OF 7

EXHIBIT A

PAGE 2 OF 4

PARCEL III

The East 30 acres of the Northeast quarter of the Northwest quarter; the East 15 acres of the North half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northwest quarter of the Northeast quarter; the West half of the Southeast quarter of the Northwest quarter of the Northeast quarter; the Southwest quarter of the Northeast quarter, All in Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT THEREFROM the Northeast quarter of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31.

ALSO EXCEPT the tract of land described as follows:

From the quarter corner common to Sections 31 and 32, Township 4 North, Range 1 East of the Boise Meridian; thence

South 89°58' West 1320.20 feet along the East West mid-section line to the Southwest corner of the Southeast quarter of the Northeast quarter of Section 31; thence

North 0°03' East 10.00 feet along the 1/16 line to the POINT OF BEGINNING; thence

North 0°03' East 987.48 feet; thence

North 89°58' West 1317.89 feet to a point on the North South mid-section line of Section 31; thence

South 0°05' West 978.79 feet along said North South mid-section line to a point which is

North 0°05' East, 20 feet from the center of Section 31; thence

South 89°36' East, 1320.45 feet to the POINT OF BEGINNING, All in the Southwest quarter of the Northeast quarter of Section 31, Township 4 North, Range 1 East of the Boise Meridian, Ada County, Idaho.

AND FURTHER EXCEPTING ditch and road rights of way.

EXHIBIT 5 EXHIBIT 7
EXHIBIT 6 OF 7 PAGE 3 OF 4
PAGE 6 OF 7
EXHIBIT 7

COPY

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 23rd day of April, 2003 by and between Renata L. Ham, d/b/a Stonecreek Turf, a sole proprietorship (the "Seller"), whose address is 5125 Morninggale Dr., Boise, ID 83713, and Gabiola Land Company, LLC., an Idaho Limited Liability Company (the "Buyer"), whose address is 920 E. Antilles Court, Meridian, Idaho 83642. 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 63-8796 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 0.015 cubic feet per second ("cfs") per irrigated acre and a total annual diversion volume of 4.5 acre-feet per acre per year. A copy of the water right license is attached as Exhibit A to this Agreement.
2. Seller desires to sell a four-acre, or 4/68, portion of the water right described in Exhibit A, being that portion of Seller's water right appurtenant to and beneficially used by Seller on four acres (the "Property") located in the NE¼ of the NW¼ of section 31, T4N, R1E, Boise Meridian (this portion of licensed water right no. 63-8796 hereinafter referred to as the "Water Right"). The Property is more particularly described on Exhibit B.
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] 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 breach of this Agreement, 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, 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) 12 months after the 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 within 12 months after this Agreement, Buyer at its option may either proceed to closing within 20 days after such 12-month 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 12-month 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. If Seller fails to close the transaction within twenty (20) days after the 12-month deadline, then Buyer shall be entitled to any available legal remedy including damages and/or specific performance of this Agreement.

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 and will not convey, mortgage or pledge the Water Right during the term of this Agreement or suffer or permit any other person or entity to acquire an interest in the Water Right;
 - 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 has been filed for the Water Right 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 non use 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.
 - ix. On closing the Water Right will become the property of Buyer.
- 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: Gabiola Land Company, LLC
920 E. Antilles Court
Meridian, Idaho 83642

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 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.
- i. The terms and provisions of this Agreement and all documents being executed hereunder, including, without limitation, the representations and warranties, shall survive the Closing and the transfer of title to the Water Right to the Buyer and shall remain in full force and effect thereafter.

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:


Albert M. Gabiola
Gabiola Land Company, LLC

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-8796

Priority: May 9, 1977

Amount: 1.05 CFS

306.0 AFA

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 May 9, 1977, and has submitted proof to the Department of Water Resources on May 13, 1982, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.05 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	03/15 to 11/15	1.05 cfs	306.0 afa

LOCATION OF POINT OF DIVERSION(S): NWNE, Sec. 31, Township 4N, Range 1E
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>ACRES</u>	<u>TOTAL</u>
4N	1E	31	NWNE 15	SWNE 7	NENW 29	SENE 17	68

Total number of acres irrigated: 68

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. 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.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 12 day of April, 1988.

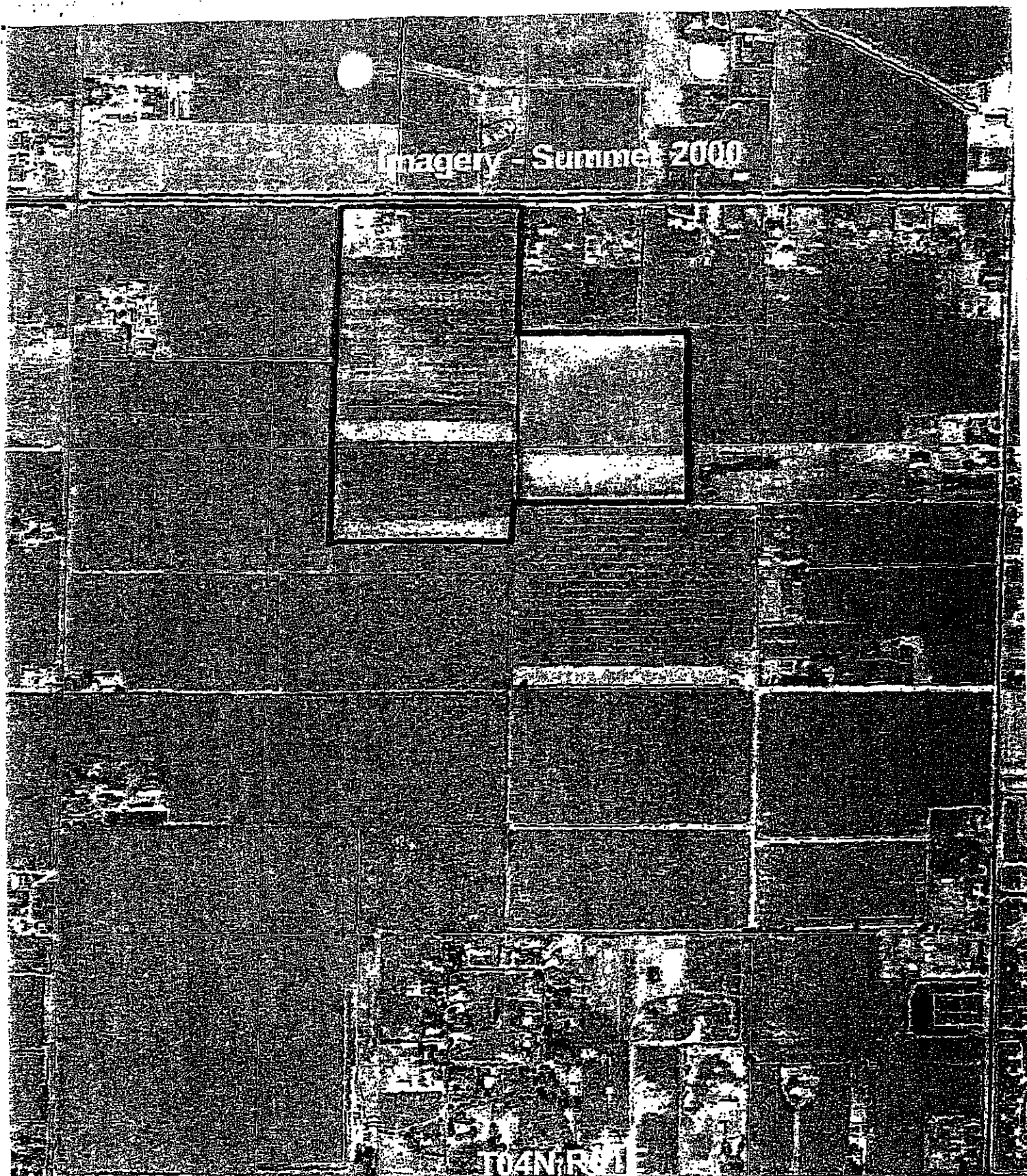
NOTARIAL SEAL

[Signature]
Director

JUL 06 1988

EXHIBIT 7

PAGE 1 OF 1



place of use for license No. 63-8796

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Grantor Renata Ham of Meridian, Idaho, hereby grants, bargains, sells and conveys unto Grantee, Gabiola Land Company, LLC, an Idaho Limited Liability Company, whose address is 920 E. Antilles Court, Meridian, Idaho 83642, the following portion of licensed ground water right number 63-8796:

The approximately 5.9 percent (4/68) portion of such licensed irrigation ground water right that is appurtenant to 4 acres consisting of the following:

4 acres comprising a portion of the NE 1/4 of the NW 1/4;

all in Section 31, T.4N., R.1E., Boise Meridian, in Ada County (hereinafter, the "Water Right").

Grantor hereby further assigns to Grantee the above-described approximately 5.9 percent (4/68) portion of the license for ground water right number 63-8796 issued by the Idaho Department of Water Resources, a copy of which is attached hereto as Exhibit A, together with a like portion of the claim for such portion 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 4 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.

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:

STONE CREEK TURF,
a sole proprietorship

By _____
Renata Ham, Proprietor

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of April, 2003, before me, the undersigned Notary Public in and for said State, 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 Stone Creek Turf, a sole proprietorship..

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

Notary Public for State of Idaho

Residing at: _____

My Commission Expires: _____

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-8796

Priority: May 9, 1977

Amount: 1.05 CFS 306.0 AFA

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 May 9, 1977, and has submitted proof to the Department of Water Resources on May 13, 1982, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.05 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>		
Irrigation	03/15 to 11/15	1.05 cfs	306.0 afa		
<u>LOCATION OF POINT OF DIVERSION(S):</u>		NWNE, Sec. 31, Township 4N, Range 1E Ada County			
<u>PLACE OF USE:</u> Irrigation					
<u>TWN</u> <u>RGE</u> <u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
4N 1E 31	NWNE 15	SWNE 7	NEENW 29	SEENW 17	68
Total number of acres irrigated:					68

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. 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.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 12 day of July, 1988.

NOTARIAL SEAL

Director

JUL 06 1988

EXHIBIT

PAGE

OF

Exhibit A to Water Right Grant Deed

ARTICLES OF ORGANIZATION FILED/FILED LIMITED LIABILITY COMPANY														
Aug 28 3 28 PM '01 (Instructions on back of application)														
1. The name of the limited liability company is: <u>GABIOLA LAND COMPANY, LLC</u>														
2. The address of the initial registered office is: <u>920 East Antilles Court,</u> (not a PO Box) <u>Meridian, ID 83642</u> and the name of the initial registered agent at that address is: <u>Albert M. Gabiola</u> Signature of registered agent: <u>Albert M. Gabiola</u>														
3. The latest date certain on which the limited liability company will dissolve: <u>12/31/2050</u>														
4. Is management of the limited liability company vested in a manager or managers? ☒ Yes ☐ No (check appropriate box)														
5. If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member. <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 50%; border-bottom: 1px solid black;">Name:</th> <th style="text-align: left; width: 50%; border-bottom: 1px solid black;">Address:</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Casilda Gabiola</td> <td style="border-bottom: 1px solid black;">920 East Antilles Court</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">Meridian, ID 83642</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </tbody> </table>			Name:	Address:	Casilda Gabiola	920 East Antilles Court		Meridian, ID 83642						
Name:	Address:													
Casilda Gabiola	920 East Antilles Court													
	Meridian, ID 83642													
6. Signature of at least one person listed in #5 above: <u>Casilda Gabiola</u> Casilda Gabiola By <u>Albert M. Gabiola</u> Albert M. Gabiola, Conservator and Guardian														
Secretary of State use only IDHID SECRETARY OF STATE 08/28/2001 05:00 CL: 23861 CT: 5483 SN: 416125 1 @ 100.00 = 100.00 ORGAN LLC @ 2		W 76367												

29 AC

44 P.O.

AB3-8796 15 AC
P.U.

C567

17 AC.

7 AC.

NOV 1944

20

A
10.6
C92

C90

C201

58

TOP OF FILM

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098



RETURNED TO SENDER
UNDELIVERABLE AS ADDRESSEE
UNABLE TO FORWARD

RECEIVED
DEC 21 2005
WATER RESOURCES
WESTERN REGION

re: Notice of Filing of
Director's Report

NOT DELIVERED
UNDELIVERABLE
SHeldon G HAM
11955 W MESQUITE DR
BOISE ID 83704 ARD
UNDELIVERABLE
UNDELIVERABLE

63-32202

4nle

Brown, Kimberly

From: Shurte, Jan
Sent: Monday, November 21, 2005 9:55 AM
To: Brown, Kimberly
Subject: FW: RE: FW: IDWR correspondence RE Ham water right

-----Original Message-----

From: Terry Scanlan [mailto:TScanlan@spfwater.com]
Sent: Friday, November 18, 2005 4:14 PM
To: Shurte, Jan; Nelson, Dan
Subject: FW: RE: FW: IDWR correspondence RE Ham water right

Jan and Dan -

My client Farwest LLC (Marty Goldsmith) asked me to look into 63-22022. They (as Cobre Basin HOA) received a preliminary recommendation for the water right. However, the water right (as 63-8796) was retained by the Renata Ham as part of the sale of the land to Goldsmith. Ham has sold off all of water right 63-8796, including the 7.5-acre portion identified as 63-22022. A copy of the deed is attached. Please contact Jeff Fereday if you have any questions.

Does Cobre Basin HOA need to respond to the Notice of Error?

Terry

-----Original Message-----

From: Jeffrey C. Fereday [mailto:JeffFereday@givenspursley.com]
Sent: Thursday, November 17, 2005 11:01 AM
To: Terry Scanlan
Cc: Renata Moon; Ed Squires
Subject: RE: RE: FW: IDWR correspondence RE Ham water right

Terry:

Here's a copy of the grant deed and my cover letter transferring it to Parrie. Since Ed Squires was working with Parrie on this, I'm copying him on this email. Let me know if you need anything else.

Jeff

From: "Terry Scanlan"
To: "Jeffrey C. Fereday"
Sent: 11/17/2005 9:40AM
Subject: RE: FW: IDWR correspondence RE Ham water right

-----Original Message-----

Sent: Thursday, November 17, 2005 8:31 AM
Subject: RE: FW: IDWR correspondence RE Ham water right

11/22/2005

Terry:

Renata got the same notice. That 7.5 acre piece was sold to David Parrie, we closed on it, and he paid in full. However, Parrie neglected to file notice of ownership change with IDWR, so Renata's still on their database. He also has not gone thru with his transfer, but evidently he's doing that now.

Jeff

----- Original Message -----

"Terry Scanlan"

To: 11/16/2005 12:37PM

Subject:

Jeff -

-----Original Message-----

Sent: Wednesday, November 16, 2005 11:57 AM

Subject: IDWR correspondence RE Ham water right

Please let me know how to proceed. Thanks for your help!

Farwest, LLC 4487 N. Dresden Pl., Suite 102 Boise, ID 83714

11/22/2005

GIVENS PURSLEY LLP

LAW OFFICES
601 W. Bannock Street
PO Box 2720, Boise, Idaho 83701
TELEPHONE: 208 388-1200
FACSIMILE: 208 388-1300
WEBSITE: www.givenspursley.com

JEFFREY C. FEREDAY
Direct Dial: 208-388-1217
E-Mail: jcf@givenspursley.com

Gary G. Allen
Christopher J. Eason
Jessica M. Borup
William C. Cole
Michael C. Creamer
Thomas E. Dvorak
Roy Lewis Eiguren
Timothy P. Fearnside
Jeffrey C. Fereday
Steven J. Hippler
Karl T. Klein
Debra K. Kristensen
Anne C. Kunkel
Franklin G. Lee

David R. Lombardi
D. David Lorello, Jr.
Emily A. MacMaster
Kimberly D. Maloney
John M. Marshall
Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Angela K. Nelson
Deborah E. Nelson

W. Hugh O'Riordan, LL.M.
Michael C. Orr
Kenneth L. Pursley
Bratley V. Sneed
H. Barton Thomas, LL.M.
Conley E. Ward
Robert B. White
Michael V. Woodhouse

James A. McClure
OF COUNSEL

Raymond D. Givens
RETIRED

April 16, 2004

Mr. David Parrie
9193 Ustick Road
Boise, ID 83704

Re: Water Right Deed and Assignment
GP File No. 6558-4

Dear Mr. Parrie:

Enclosed is the original, fully executed deed and assignment in exchange for the check we received from you in the amount of \$25,000 as payment of the balance due under your purchase of a portion of water right number 63-8796. Please forward a conformed copy of the deed to my office once it has been recorded with the Ada County Recorder's office. I presume you also will want to file a change of ownership form with the Department of Water Resources.

Thank you for your assistance. It has been a pleasure working with you.

Sincerely,



Jeffrey C. Fereday

JCF/hcm
Enclosure

cc: Renata Ham
Ed Squires

S:\CLIENTS\6558\4\JCF to Parrie enc deed.DOC

GIVENS PURSLEY LLP
Attn: Jeffrey C. Fereday
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701-2720

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Grantor Renata Ham and Stonecreek Turf of Meridian, Idaho, hereby grants, bargains, sells, and conveys unto Grantee, David J. Parrie, whose address is 9139 Ustick Road, Boise, Idaho 83704, all of Grantor's right, title, and interest in and to the following portion of licensed irrigation ground water right number 63-8796:

The approximately 11 percent (7.5/68) portion of such licensed irrigation ground water right that is appurtenant to 7.5 acres in the N ½ of the SE ¼ of the NW ¼ of Section 31, T4N, R1E, Boise Meridian, in Ada County (hereinafter, the "Water Right").

Grantor hereby further assigns to Grantee all of Grantor's right, title, and interest in and to the above-described approximately 11 percent (7.5/68) portion of the license for ground water right number 63-8796 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 such portion 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 ten 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]

IN WITNESS WHEREOF, Grantor has caused her name to be subscribed to this Grant Deed effective this 16th day of April 2004.

Renee L. Brown

Barbara L. Barr

STATE OF IDAHO)
) ss.
County of Ada)

Heidi C. Meier
 NOTARY PUBLIC FOR IDAHO
 Residing at: Boise
 My commission expires: 9/29/09

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-8796

Priority: May 9, 1977 Amount: 1.05 CFS 306.0 AFA

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 May 9, 1977, and has submitted proof to the Department of Water Resources on May 13, 1982, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 1.05 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>		
Irrigation	03/15 to 11/15	1.05 cfs	306.0 afa		
<u>LOCATION OF POINT OF DIVERSION(S):</u>		NWNE , Sec. 31, Township 4N, Range 1E Ada County			
<u>PLACE OF USE:</u> Irrigation					
<u>TWN</u> <u>RGE</u> <u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
4N 1E 31	NWNE 15	SWNE 7	NE NW 29	SE NW 17	68
Total number of acres irrigated:					68

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. 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.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 1st day of July, 1988.

NOTARIAL SEAL

JUL 06 1988

Director

EXHIBIT **A**

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: 63-32202

RENATA HAM
5125 N MORNINGGALE
BOISE ID 83713

SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): *Also, Regarding water right # 63-32202 there is a 1.7 Acre section which is N.E of N.W of Section 31 T4N R1E I disagree it is forfeited.*
2. Describe the changes you wish to make in the proposed recommendation: *This water right for 7.5 Acres belongs to David Panie who purchased it from me. Enclosed is a copy of the deed.*
3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 11/18/2005

SIGNATURE: Renata L. Ham

Please print your name: RENATA L. HAM

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

11/02/2005

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

RIGHT NUMBER: 63-32202

NAME AND ADDRESS: RENATA HAM
5125 N MORNINGGALE
BOISE ID 83713

SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS
33.80 AFY

PRIORITY DATE: 05/09/1977

POINT OF DIVERSION:
T04N R01E S31 NWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	0.120 CFS 33.80 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 R01E S31 SENW 7.5

7.5 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 63-32200 .

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

Idaho Department of Water Resources

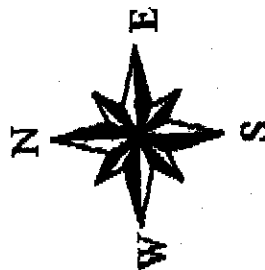
T04N, R01E, S31

Claim No: 63-32202
 Prepared By: Kimberly Brot
 Date: October 31, 2005

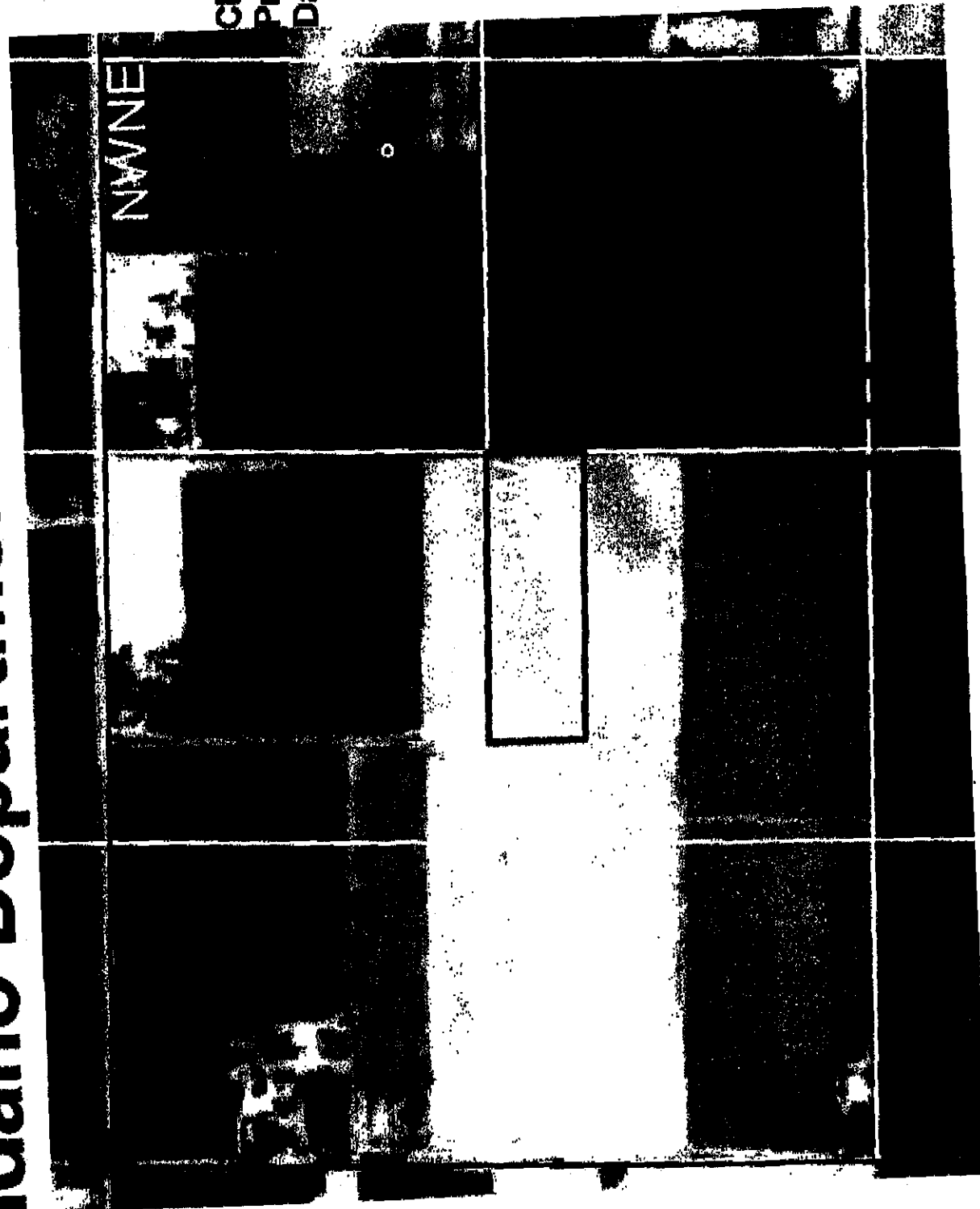
☐ Place of Use
☐ Section Lines

1/4 1/4

© Point of Diversion



2003 NAPP



300 0 300 600 Feet



GIVENS PURSLEY LLP

3001 W. Broadway Ave.

P.O. Box 770

Boise, ID 83701-2720

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Grantor Renata Hain and Stonescreek Turf of Meridian, Idaho, hereby grants, bargains, sells, and conveys unto Grantee, David J. Parrie, whose address is 9139 Ustick Road, Boise, Idaho 83704, all of Grantor's right, title, and interest in and to the following portion of licensed irrigation ground water right number 63-8796:

The approximately 11 percent (7.5/68) portion of such licensed irrigation ground water right that is appurtenant to 7.5 acres in the N $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, T4N, R1E, Boise Meridian, in Ada County (hereinafter, the "Water Right").

Grantor hereby further assigns to Grantee all of Grantor's right, title, and interest in and to the above-described approximately 11 percent (7.5/68) portion of the license for ground water right number 63-8796 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 such portion 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 ten 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]

**State of Idaho****DEPARTMENT OF WATER RESOURCES**

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

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov**DIRK KEMPTHORNE**
Governor**KARL J. DREHER**
Director

November 1, 2005

Dear Water Right Claimant(s):

The Idaho Department of Water Resources (IDWR) has completed its initial investigation of your water right claim(s) in the Snake River Basin Adjudication (SRBA). We have enclosed a printout showing our preliminary recommendation for reporting your claim(s) to the SRBA District Court later in 2005.

Please review the preliminary recommendation carefully. If there is any information on the printout that you believe is inaccurate, please fill out the enclosed reply indicating what changes you believe should be made. Further instructions to assist you with review are enclosed. For water rights with an irrigation water use, a map produced from Geographic Information System (GIS) computerized images of the place of use for your water right is also enclosed.

If you have questions concerning your recommendation, please contact the Department's Western Regional Office at (208) 334-2190. If needed, an appointment with a water resource agent can be made. Please bring any and all information you have which could help IDWR understand your claim(s) and recommend the claim(s) accurately, which is my directive to the staff.

This preliminary recommendation process is intended to ensure IDWR recommends your water right accurately to the SRBA District Court. This is the easiest and least costly means for you to identify corrections you believe should be made to our recommendation. Completion of this process is an important step toward the overall success of the adjudication in Idaho. Your participation is necessary and appreciated by IDWR to provide accurate information is provided to the SRBA District Court.

We look forward to hearing from you.

Sincerely,

Karl J. Dreher
Director

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommendation Report 63-32202 V1

WATER RIGHT NUMBER: 63-32202 V1

Owner Type Name and Address
 Current Owner RENATA HAM
 5125 N MORNINGGALE
 BOISE, ID 83713
 Original Owner WYOMA HAM
 4415 N LOCUST GROVE
 MERIDIAN, ID 83642
 (208)888-4263
 Current Owner SHELDON G HAM
 11955 W MESQUITE DR
 BOISE, ID 83704
 Original Owner FRANK N HAM
 4415 N LOCUST GROVE
 MERIDIAN, ID 83642
 (208)888-4263

Priority Date: 05/09/1977

Basis: License

Status: Active

SourceTributary

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	0.120 CFS	33.80 AF
	<u>Total Diversion:</u>	0.120 CFS	33.80 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NE1/4

Sec. 31, Twp 04N, 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	
04N 01E 31								7.5									7.5

Total Acres: 7.5

Conditions of Approval:

1. This right is a split from former right 63-32200 .
2. W54 Use of this right is combined with water from Settlers Irrigation District.

*Kimberly - Rather than
 63-22022 I believe Terry
 Jeanlan meant this right.
 Do you understand -
 stopped the email?
 Jan*

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32202 V1

3. S39 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.
4. C18 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.

Remarks:

Comments:

1. kbrown 10/31/2005 Removal of 1.7 acres

Comment: According to Jeff Fereday, 1.7 acres will not be sold in the NENW. They will be forfeited and need to be automatically subtracted out of the total marketable acres (11/18/03)(see Ham Split sheet). Further comments state that there are 68 acres licensed under 63-8796. However, approximately 1.7 acres in the northwest corner of the property are potentially not irrigated. Therefore, water appurtenant to this 1.7-acre parcel has not been offered for sale and has been deducted from the total (see Buyer and GP file sheet). According to Dan Neslon, allocations, the 1.7 acres have been abandoned/forfeited (conversation on 10/31/05).

Water Supply Bank:



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 14, 2005

COBRE BASIN HOMEOWNERS ASSOC.
4487 N DRESDEN PLACE STE. 102
BOISE ID 83714

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 63-32202

Dear Sir or Madam:

We have been advised you may be the new owner of the property with the water right referenced above (see enclosed report).

Before we can modify our records to reflect your ownership of this water right, we need to have the enclosed Notice of Change of Water Right Ownership form completed. Please follow the instructions included with this form and return to our office with all of the required information.

If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Adjudication Section
Western Region

LH:l
Enclosures

WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

FIRST CLASS

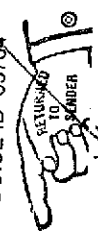


UNITED STATES POSTAGE
02 1A \$ 00
0004389393 NOV 0
MAILED FROM ZIP CODE

RECEIVED
NOV 10 2005
WATER RESOURCES
WESTERN REGION

Wrong address

SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704



NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

63-32202

Cobre Basin Homeowners Assoc.
4487 N Dresden Pl Ste 102
Boise 83714

Resent 11-14-05

ADDRESS SERVICE
REQUESTED

10/31/2005

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

RIGHT NUMBER: 63-32202

NAME AND ADDRESS: RENATA HAM
5125 N MORNINGGALE
BOISE ID 83713

SHELDON G HAM
11955 W MESQUITE DR
BOISE ID 83704

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS
33.800 AFY

PRIORITY DATE: 05/09/1977

POINT OF DIVERSION:

T04N R01E S31 NWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.120 CFS
33.80 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 R01E S31 SENW 7.5

7.5 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 63-32200 .

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

Idaho Department of Water Resources

**T04N, R01E,
S31**

Claim No: 63-32202

Prepared By: Kimberly Brown

Date: October 31, 2005



Place of Use



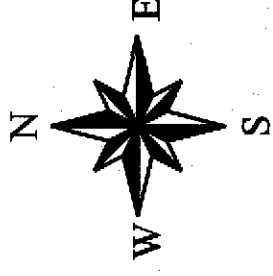
Section Lines



1/4 1/4

● Point of Diversion

Acres Irrigated = 7.5



300 0 300 600 Feet

2003 NAPP

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-32202 ✓

WATER RIGHT NUMBER: 63-32202 ✓

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENATA HAM ✓ 5125 N MORNINGGALE BOISE, ID 83713
Original Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263
Current Owner	SHELDON G HAM ✓ 11955 W MESQUITE DR BOISE, ID 83704
Original Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642 (208)888-4263

Priority Date: 05/09/1977 ✓

Basis: License, ✓

Status: Active

CFS FACTOR = 0.016304348

Source

Tributary

GROUND WATER ✓

Beneficial Use

IRRIGATION ✓

From	To
------	----

03/15 to 11/15 ✓

Diversion Rate

~~0.12 - 0.150 CFS~~ ✓

Annual Volume

~~41.40 AF~~ ✓ 53.8

Total Diversion: ~~0.150 GFG~~ ✓

012

33.8

Location of Point(s) of Diversion

GROUND WATER

ADA County , /

(SE1/4)NW1/4NE1/4 ✓

Sec. 31, Twp 04N, Rge 01E, B.M. ✓

licensed as N W N E

Place of Use

IRRIGATION ✓

[illegible]

Total Acres: 9.2 ✓
7.5

Conditions of Approval:

Comments: 1. This right is a split from former right 63-32200. ✓

Remarks:

ADD W 54 - Use is combined with Settlers Irr. Dist.
ADD S 39 - Season of use is 3/1 to 11/15.

(in office review)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☐ Check fees paid N/A
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant N/A

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-32202Owner: Renata & Sheldon Ham Phone No. _____Current Address: 5125 N. Morningdale / 11955 W. Mesquite Dr.

- ☐ No change NAME IS THE SAME 83713 Boise 83704
- ☐ NEW OWNER _____
- ☐ No change Address _____
- ☐ NEW ADDRESS _____
- ☐ How long owned property? _____

Accompanied by: N/A**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 5/9/77

(If priority date, based on your exam, seems questionable, explain below.)

Source: Ground Water Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☒ No change licensed as NWNE only
- ☒ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

239' well, 16" diameter w/ pump

OVERLAP REVIEW

Other water rights with the same point of diversion: Parent 63-8796, former rt. 63-31722, former A. 63-31723,

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain: 63-31781 former rt. parent & former split rights share same POB.

WATER USES

☐ No change

☐ Different Uses

Season of use is 3/1 to 11/15.
CFS FACTOR = 0.016304348
Use Irrigation From 3/1 To Amount 0.12 CFS 33.8 AFA
Use From To Amount CFS AFA
Use From To Amount CFS AFA

7.5 AC
X CFS FACTOR
0.12228

7.5 AC
X 4.5 AF/A
33.75

7.5 AC x 4.5 af/acre = 33.75 af/annum (✓) 0.12 cfs x 1.9835 x 246 days = 58.55 af/annum

TOTAL VOLUME - Groundwater only

☐ Incomplete on claim, the total is, Amount CFS AFA

☒ Changes found, the new total is, Amount 0.12 CFS 33.8 AFA

☐ More than 1" per Acre? Yes (claimant must complete excess flow sheet)

NON-IRRIGATION USES:

☒ No change

☐ Changes Exam found: Domestic # of homes Stock #

Types Additional comments:

PLACE OF USE:

☐ No Change

☒ Changes shown below:

According to Jeff Fereday's comments, "1.7 acres will not be sold in the NENW. They will be forfeited and need to be automatically subtracted out of the total marketable acres (11/18/03) (see attached "Ham Split" sheet). According to IDWR Allocations' comments, "There are 68 acres licensed under

[illegible]

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

no overlap - separate polls

Delivery System Narrative: sprinkler system

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size

FLOW MEASUREMENTS: N/A

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS (OVER)

Season of use is 3/1 to 11/5

Use is combined with Settlers Irrigation District.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☐ Photographs of POD's and POU
- ☐ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 10.31.05 (in office review)

FIELD EXAMINER: Kimberly Brown

HAM SPLIT

63-8796

63-8796

Ham ✓

1.05 cfs/306 afa

68 acres

NWNE 15 ✓

SWNE 7 ✓

NENW 29 ✓

SENE 17 ✓

63-31723

Ham (remaining)

✓ .99 cfs/288 afa ✓

64 acres ✓

NWNE 15 ✓

SWNE 7 ✓

NENW 25 ✓

SENE 17 ✓

63-31724

Ham (Gabiola)

✓ .06 cfs/11.3 afa

Industrial

= 299.3 AF

63-31781

Ham (remaining)

✓ .62 cfs/180.9 afa ✓

✓ **40.2 acres**

NENW 23.2

SENE 17

63-31782

Ham (VanEss)

✓ .37 cfs/107.1 afa ✓

23.8 acres ✓

63-31792

Ham (remaining)

✓ .39 cfs/113.4 afa

25.2 acres

NENW 11.7

SENE 13.5

63-31793

Ham (Town Ranch)

✓ .23 cfs/44.3 afa

Commercial

= 157.7 AF

Note: 1.7 acres will not be sold in the NENW. They will be forfeited and need to be automatically subtracted out of the total marketable acres (per Jeff Fereday 11/18/03).

I am assuming this is an allocation sheet -

Buyer and GP file #	Water right and acres			Legal description
	63- 8796	63-9972	63- 10566	Parcel (all section 31)
Kimball (Moore) 6558-1	6			SE 1/4 of NW 1/4
VanEss 6558-2	23.8	2.2		NENW, NWNE, and SWNE
Cantlon 6558-3	10			N 1/2 of NW 1/4
Parrie 6558-4	7.5			N 1/2 of SE 1/4 of NW 1/4
TRanch (Low) 6558-5	15			N 1/2 SE 1/4 NW 1/4 and S1/2 NE 1/4 NW 1/4
Gabiola 6558-6	4			NE 1/4 of NW 1/4
Murgoitio Dairy 6558-7				
Touchmark 6558-8		2		SW 1/4 of NE1/4
Boren 6558-10		3		N 1/2 of SW 1/4 of NE 1/4
Arbor Ridge 6558-9		2		SW 1/4 of NE1/4
Acres sold:	66.3	9.2	0	
Original acres*:	66.3	30	24	
Acres left:	0	20.8	24	
				Totals
				75.5
				120.3
				44.8

Current as of November 18, 2003

*There are 68 acres licensed under 63-8796. However, approximately 1.7 acres in the northwest corner of the property are potentially not irrigated. Therefore, water appurtenant to this 1.7-acre parcel has not been offered for sale and has been deducted from the total.

*The buyers name in bold indicates the water right sale is closed.

All references to "acres" means "water right appurtenant to such acres."

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-32202

10/31/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
161N	Claim	04N	01E	31	NE	NW		IRRIGATION	30/265	BOB STEEL
11538	Claim	04N	01E	31	NE	NW		IRRIGATION	7/55	STEINER DEVELOPMENT LLC
~~12202~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~4.7/9.2~~	~~RENATA HAM~~
161N	Water Right	04N	01E	31	NE	NW		IRRIGATION		CONSUMERS WATER CORP
1614B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01E	31	NE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
8695	Claim	04N	01E	31	SE	NW		IRRIGATION	10/71	WANDA WHITE
11538	Claim	04N	01E	31	SE	NW		IRRIGATION	4/55	STEINER DEVELOPMENT LLC
~~12202~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~SE~~	~~NW~~		~~IRRIGATION~~	~~7.5/9.2~~	~~RENATA HAM~~
161N	Water Right	04N	01E	31	SE	NW		IRRIGATION		CONSUMERS WATER CORP
8695	Water Right	04N	01E	31	SE	NW		IRRIGATION	10/71	FAY M WHITE
1614B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1618B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT
1262B	Claim	04N	01E	31	SE	NW		IRRIGATION FROM STORAGE	40/10964.2	SETTLERS IRRIGATION DISTRICT

no overlap - separate Pous.

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POD REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-32202

10/31/2005

1

ater Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
63-8000	Claim	04N	01E	31	NW	NE		GROUND WATER	
63-9150	Claim	04N	01E	31	NW	NE		GROUND WATER	BOYD I HILL
63-10566	Claim	04N	01E	31	NW	NE		GROUND WATER	WYOMA HAM
63-31783	Claim	04N	01E	31	NW	NE		GROUND WATER	WYOMA HAM
63-31788	Claim	04N	01E	31	NW	NE		GROUND WATER	FRANK N HAM
63-31790	Claim	04N	01E	31	NW	NE		GROUND WATER	WYOMA HAM
63-31880	Claim	04N	01E	31	NW	NE		GROUND WATER	WYOMA HAM
~~63-31947~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~WYOMA HAM~~
63-32045	Claim	04N	01E	31	NW	NE		GROUND WATER	WYOMA HAM
63-8000A	Claim	04N	01E	31	NW	NE		GROUND WATER	MAROLYN WUTHERICH
~~63-8796~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~WYOMA HAM~~
63-9972	Claim	04N	01E	31	NW	NE		GROUND WATER	FRANK N HAM
~~63-31723~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~RENATA HAM~~
~~63-31781~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~RENATA HAM~~
63-31792	Claim	04N	01E	31	NW	NE		GROUND WATER	RENATA HAM
63-32200	Claim	04N	01E	31	NW	NE		GROUND WATER	RENATA HAM
63-32201	Claim	04N	01E	31	NW	NE		GROUND WATER	ROGER CANTLON
63-32202	Claim	04N	01E	31	NW	NE		GROUND WATER	RENATA HAM
~~63-32263~~	~~Claim~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~KIMBALL PROPERTIES LIMITED PARTNERSHIP~~
63-8000	Water Right	04N	01E	31	NW	NE		GROUND WATER	MAROLYN WUTHERICH
~~63-8796~~	~~Water Right~~	~~04N~~	~~01E~~	~~31~~	~~NW~~	~~NE~~		~~GROUND WATER~~	~~WYOMA HAM~~
63-9150	Water Right	04N	01E	31	NW	NE		GROUND WATER	BOYD I HILL
63-9972	Water Right	04N	01E	31	NW	NE		GROUND WATER	FRANK N HAM
63-10479	Water Right	04N	01E	31	NW	NE		GROUND WATER	REJEANE K WATARI
63-10566	Water Right	04N	01E	31	NW	NE		GROUND WATER	FRANK N HAM

Justin Walker

Home - 585-6347
Office - 288-1992

Magery - Summer 2000

VanEss 1.8A

Gabiola 4A

Cantlon 10A

63-8796

63-10566

Low 15A

Parrie 7.5A

VanEss 22A

Moore 6A

VanEss 2.2A

Arbor Ridge 2A

Fouchmark 2A

Boren 3A

LDS Church 3A

LDS Church 2.4A

LDS Church 0.5A

VanLith 14.7A

63-9972

T04N R01E

FROM ALLOCATIONS - Lori Graves & Dan Nelson

FIELD ALLOCATIONS

SPLITS FROM WATER RIGHT 63-8796 FRANK AND WYOMA HAM

NAME OF SPLIT	AGENT	DATE FILED	RIGHT NUMBER MITIGATED OR TRANSFER NUMBER	TRANSFER OR MITIGATION	DIVERSION RATE REMOVED(cfs)	DIVERSION VOLUME REMOVED(afa)	ACRES REMOVED
ORIGINAL RIGHT	N/A	5/9/1977	N/A	N/A	1.05	306	68
VICKI CANTLON	SL	10/28/1993	63-31683	MITIGATION 4/11/2003	0.2	45	10
KIMBALL PROPERTIES LP	DAN	2/10/2003	63-31687	MITIGATION	0.09	27	6
TOWN RANCH LP	LG	3/28/2003	70905	APPROVED TRANSFER	0.23	67.5	15
GABIOLA LAND CO, LLC	LG	5/5/3003	70628	APPROVED TRANSFER	0.06	18	4
VANESS DAIRY LLC	DAN	6/19/2003	70872	APPROVED TRANSFER	0.37	107.1	23.8
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
					0.00	0.0	
REMAINING RATES AND ACRES					0.10	41.4	9.2

PLEASE NOTE: In order to calculate diversion rate and volume simply add in the amount of acres being retired.

FROM ALLOCATIONS

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Original acres*:	66.3	30	24	
Acres left:	0	20.8	24	
				Totals
				75.5
				120.3
				44.8

Current as of November 18, 2003

*There are 66 acres licensed under 63-8796. However, approximately 1.7 acres in the northwest corner of the property are potentially not irrigated. Therefore, water appurtenant to this 1.7-acre parcel has not been offered for sale and has been deducted from the total.

*The buyers name in bold indicates the water right sale is closed.

All references to "acres" means "water right appurtenant to such acres."