

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 63-31793
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)

TOWN RANCH LP Phone:
2344 DUNYON
EAGLE ID USA 83616

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	02W	20	SW SE	CANYON	
04N	02W	20	NW SE	CANYON	

5. Description of diverting works:

Water distribution system

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	01/01	12/31	0.23	44.3

7. Total Quantity Appropriated is:
0.23 C.F.S. and/or 44.3 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

SCANNED
SEP 07 2012

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02W	20	SW	SE	COMMERCIAL	
			NW	SE	COMMERCIAL	

11. Place of use in counties: CANYON

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 63-31781.

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

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

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

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

The total instantaneous diversion of water from all points of diversion under this right shall not exceed .23 cfs, nor total combined annual volume of 44.3 af.

Commercial use is for a concrete manufacturing plant.

15. Basis of Claim: License

WATER RIGHT NO. 63-31793
As Modified by Transfer No. 70905

In accordance with the approval of Transfer No. 70905, Water Right No. 63-31793 is now described as follows.

Right Holder: TOWN RANCH LP
 2344 DUNYON
 EAGLE ID 83616

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>
COMMERCIAL	01/01	to 12/31	0.23 CFS	44.3 AF
			0.23 CFS	44.3 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NWSE Sec. 20 Twp 04N Rge 02W ^{Canyon} ADA County

GROUND WATER SWSE Sec. 20 Twp 04N Rge 02W ^{Canyon} ADA County

PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
04N	02W	20	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
																X	X		

CONDITIONS OF APPROVAL

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. 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.
5. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

WATER RIGHT NO. 63-31793
As Modified by Transfer No. 70905

CONDITIONS OF APPROVAL

6. The total instantaneous diversion of water from all points of diversion under this right shall not exceed .23 cfs, nor total combined annual volume of 44.3 af.
7. Commercial use is for a concrete manufacturing plant.

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 27th day of February, 20 04



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 70905

This is to certify that: TOWN RANCH LP
2344 DUNYON
EAGLE ID 83616

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>
63-31793	AJC/License	05/09/1977	0.23 cfs	67.5 af	N/A	15.0	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>
63-31793	NO	YES	YES	YES	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>
63-31793	63-31793	0.23 cfs	44.3 af	N/A	N/A		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.23 cfs	44.3 af	N/A	N/A		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 27th day of February, 20 04



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

Transfer No. 70905

RECEIVED

NOV 04 2003

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Please direct all inquiries to Ed Squires at 342-8369

WATER RESOURCES

WESTERN REGION

Name of applicant

Town Ranch, LPPhone (208) 342-8369 E. SquiresPost Office address 2344 Dunyon, Eagle, Idaho 83616

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
2. Describe reason for the proposed changes: Applicant has purchased fifteen acres of this water right. Intent of transfer is to move the right to Applicant's property for year round commercial use related to a concrete manufacturing plant. Water will be diverted from new wells to be drilled by Applicant.

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

- 1.
- | Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|--------------|-------------|-----------------------|------------------|---------------|
| 63-8796 | May 9, 1977 | 0.23 cfs/ 44.3 ac-ft | Commercial | 1/1 to 12/31 |
| | | | | to |
| | | | | to |
| | | | | to |
2. Total amount of water being transferred 0.23 cubic feet per second and /or 44.3 acre-feet per annum.
3. Source of water GROUNDWATER tributary to N/A
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	20	4N	2W	Canyon	Well # 1
		SW	SE	20	4N	2W	Canyon	Well # 2

5. Lands irrigated or place 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	2W	20														C	C		

* Irrigation use will be 1/2 acre in each of the two 1/4 1/4 sections.

Total Acres _____

Part 1

6. General information:

- a. Description of diversion system Two 12-inch diameter X 800-foot deep wells with deep-well turbine pumps, discharging into the proposed facility's water distribution system. The exact depths of the wells is presently unknown but are not expected to exceed 800 feet.
- 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 ☐ 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:
The land will no longer be irrigated.
- d. Remarks
Intended uses include: commercial uses in the manufacturing of concrete, dust abatement, and wash-down water.
New proposed uses are fully consumptive. Volume conversion calculations are based upon a duty of water of 2.9 acre-feet per acre of historical consumptive irrigation use on turf grass. Please see, also, attached Application for increased diversion rate.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- Please see attached Affidavit of Renata Ham for copy of license for water right no. 63-8796.*

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

2. Attach a 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 _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount _____ for _____ purposes from _____ to _____
(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 _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place 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	

Total acres _____

9. Describe any other water rights used for the same purpose as described above There are no other water rights
appurtenant to these lands for these purposes. _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

1. amount .23 cfs / 67.5 ac-ft For Irrigation purposes from 03 / 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	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	31	4N	1E	ADA	16 inch Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
4N	1E	31					11.5			3.5									15.0

Total acres 15.0**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount .825 cfs / 238.5 ac-ft For Irrigation purposes from 03 / 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	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	31	4N	1E	Ada	16 inch well

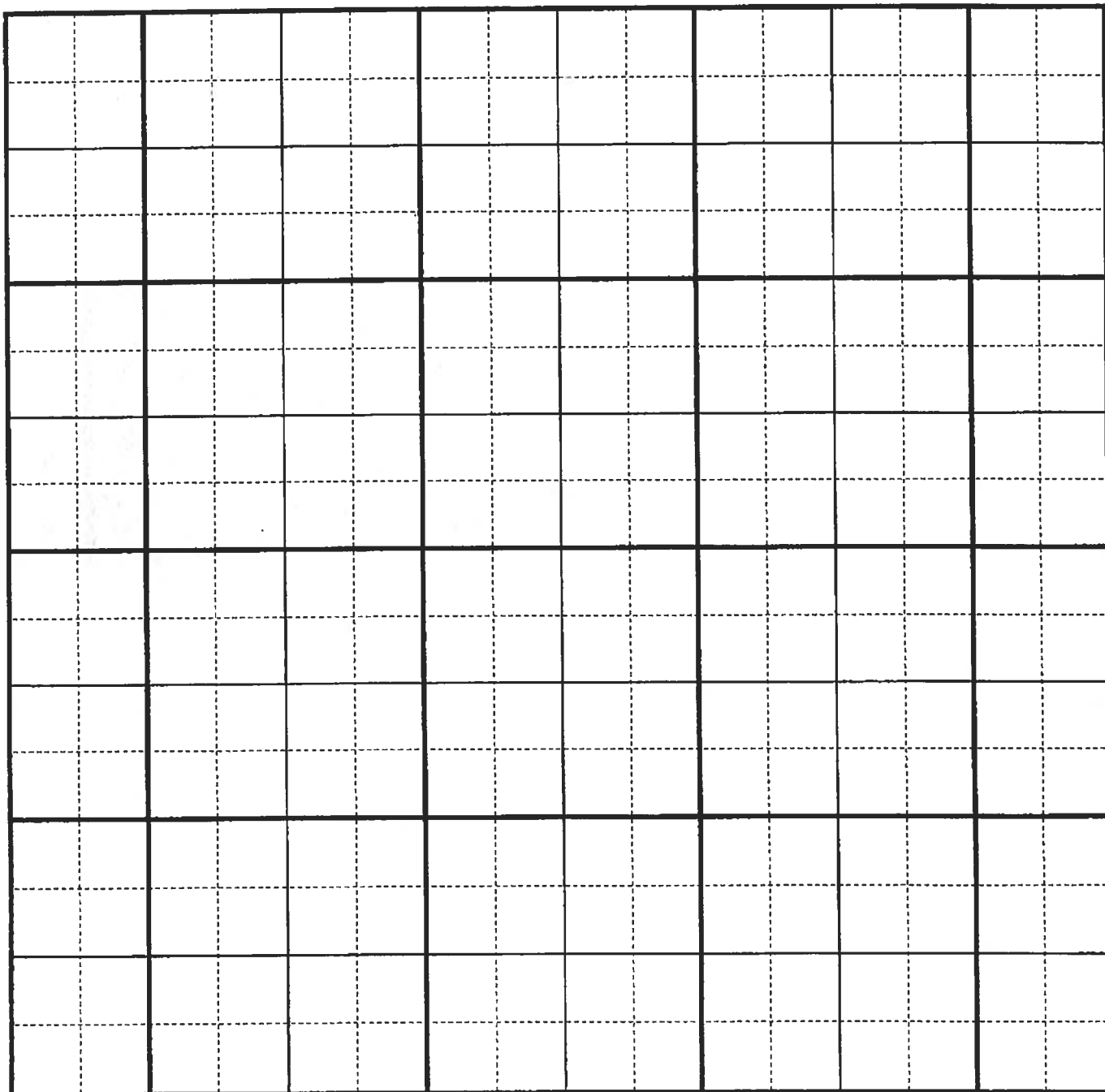
3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
4N	1E	31		15	7		17.5			13.5									53.0

Total acres 53.0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3*Please see attached USGS Topographic Series quadrangle map and aerial photograph.*

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



Scale: 2 Inches equal 1 mile. Draw plan in ink.

PART 3

Transfer No. 70905**B. CHANGES IN NATURE OF USE**

1. <u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
<u>Commercial</u>	<u>44.3 AF</u>	<u>18 hrs / day 300 days / year (peak)</u>	<u>1 / 1</u> to <u>12 / 31</u> to _____ to _____

2. Quantity and quality of return flows of discharge:

All commercial use is entirely consumptive with no return flows.

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

No impacts are expected. Please refer to attached cover letter for discussion.

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

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

[Signature] 11/4/03
(Signature of Applicant)

Subscribed and sworn to before me this 4th day of Nov, 2003

[Signature]
(Notary Public)

My commission expires 6/18/04

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by DH Date 3/28/03 Protest filed by _____

Prelim. Check by _____ Fee \$250

Receipted by DH / W030275 Date 3/28/03

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

current
p/m

RECEIVED

JUL 18 2003

WATER RESOURCES
WESTERN REGION

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 27th day of March, 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 Town Ranch, LP, an Idaho limited partnership (the "Buyer"), whose address is 2344 Dunyon, Eagle, Idaho 83616. 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 fifteen-acre, or 15/68, 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 fifteen acres (the "Property") located in the N ½ of the SE ¼ of the NW ¼ and the S ½ of the NE ¼ of the NW ¼ 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 sixty thousand dollars (\$60,000), payable as follows:

a. Non-refundable Earnest Money payment. Upon execution of this Agreement by Seller and Buyer, Buyer shall pay Seller Five Thousand Dollars (\$5,000) as a non-refundable earnest money payment ("Earnest Money"). As more particularly described below, the Earnest Money shall be applied toward the Purchase Price at Closing, but shall be retained by Seller and not refunded to Buyer if, for any reason other than Seller's refusal to close, the purchase and sale does not close.

b. Balance of purchase price. Fifty-five thousand dollars (\$55,000), 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.

9. Representations and Warranties.

a. Seller hereby represents and warrants that:

i. The Water Right has been beneficially used as the sole water source to irrigate the Property;

- ii. The Property no longer will be irrigated by the Water Right after the date of this Agreement, subject to the provision for interim use in paragraph 5, above;
- iii. Seller is the owner of the Water Right and has not conveyed, mortgaged, or pledged the Water Right to any other person or entity;
- iv. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
- v. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;
- vi. Seller has filed a claim for the Water Right in the Snake River Basin Adjudication, but makes no representation or warranty regarding the outcome of that proceeding as it might affect the Water Right;
- vii. The Water Right has been placed to continual beneficial use on the Property, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right; and
- viii. Seller makes no other guarantees or warranties as to the Water Right, its yield upon transfer, or its transferability. Buyer understands and agrees that the purchase price set forth above will remain the same regardless of the amount of water Buyer ultimately is allowed to divert and place to beneficial use under the Transfer; that the amount of water could be less than the face value of the Water Right; and that, should it approve the Transfer, the Department may impose conditions on the use of the Water Right.

b. Buyer hereby represents and warrants that:

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

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

11. Notices:

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

Buyer: Town Ranch, LP
c/o Calvin Low
2344 Dunyon
Eagle, Idaho 83616

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.

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

SELLER:

Stonecreek Turf


Renata L. Ham, Proprietor

BUYER:

Town Ranch, LP,
an Idaho limited partnership

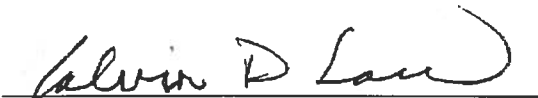
By: 
Calvin Low, General Partner

EXHIBIT A

WATER RIGHT LICENSE 63-8796

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 1st day of April, 1988.

NOTARIAL SEAL

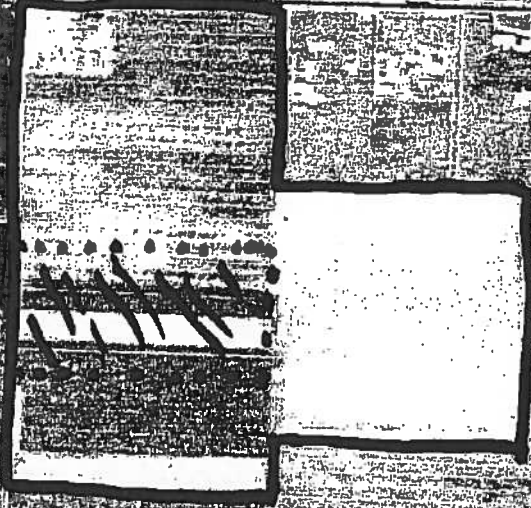
JUL 06 1988

Director

EXHIBIT B
DESCRIPTION OF PROPERTY

Page 2 Summer 2000

63-2796



15 Acres in the N 1/4 of
the S 1/4 of the N 1/4 and
the S 1/4 of the N 1/4 of
the N 1/4 of 31 1/2 1/4

Exhibit B

EXHIBIT C
WATER RIGHT GRANT DEED

When recorded return to:

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

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Renata L. Ham d.b.a. Stonecreek Turf ("Grantor") of Meridian, Idaho, hereby grants, bargains, sells and conveys unto Town Ranch, LP, an Idaho limited partnership ("Grantee"), whose address is 2344 Dunyon, Eagle, Idaho 83616, all of Grantor's right, title and interest in and to that portion of decreed water right 63-8796 necessary to deliver a water flow rate of 0.015 cubic feet per second during the irrigation season and an annual diversion volume of four and one-half (4.5) acre-feet (such portion hereinafter referred to as the "Water Right"). The Water Right heretofore has been diverted and beneficially used by Grantor, and is appurtenant to the real property located in Ada County, Idaho, more particularly described on Exhibit A and depicted on Exhibit A- 1 attached hereto. A copy of the amended SRBA claim evidencing the Water Right is attached hereto as Exhibit B.

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

The Idaho Department of Water Resources shall be entitled to enter the change in ownership of the Water Right effected hereby upon its records and those of the Snake River Basin Adjudication Court, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

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

GRANTOR:

STONECREEK TURF,
A sole proprietorship

By:

Renata L. Ham, proprietor

STATE OF IDAHO)
) ss.
County of Ada__)

On this ____ day of _____, in the year 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Renata L. Ham, known or identified to me to be sole proprietor of STONECREEK TURF, a sole proprietorship, the person who executed the above instrument, and acknowledged to me that she executed the same.

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

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

AFFIDAVIT OF RENATA HAM

(Water Right Nos.

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

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

SEE WR FILE 63-8796 FOR THE COMPLETE AFFIDAVIT.

THIS COPY IS FOR FILE # 63-31793

INITIALS: g

DATE: 11/24/03

The Grantees herein have read and approved the following: CDC

Title File No.: TN02-13687 SW
702-82255

INSTRUMENT NO. 200219946
CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Matsumoto Brothers, Inc., an Idaho Corporation

a corporation organized and existing under the laws of the State of Idaho, with its principal office at
of County of Canyon, State of Idaho,

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Town Ranch, LP, Limited Partnership

GRANTEES(s), whose current address is: 2344 DUNYON, EAGLE ID 83616
the following described real property in Canyon County, State of Idaho,
more particularly described as follows, to wit:

See Exhibit "A" Attached hereto and therefore made a part thereof

REQUEST
TRANSACTION MAPPA
TYPED JLF
FEE 6.00

2002 APR 30 PM 4 52
G NOEL HALES
CANYON CNTY RECORDER
BY V Upfor

RECORDED

200219946

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

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 26th day of April, in the year of 2002.

Matsumoto Brothers, Inc.

By Tom Matsumoto

President

Attest: Richard Matsumoto

Secretary

STATE OF Idaho, County of Ada, ss.

On this 26th day of April in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared

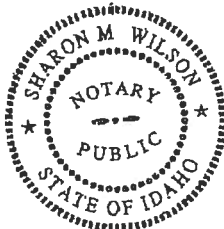
known or identified to me to be the
of the corporation that executed
the instrument or the person who executed on behalf of
said corporation, and acknowledged to me that such
corporation executed the same.

Signature: Sharon M Wilson

Name: Sharon M Wilson

Residing at: Boise, Idaho

My commission expires: 06/10/06



Transnation Title & Escrow, Inc.

Proposed
P/M

ATTACHMENT B1

File No.: TN02-13687

SCHEDULE A (continued)

LEGAL DESCRIPTION (continued)

EXHIBIT "A"

All that portion of the West half of the Southeast quarter of Section 20, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying West of the right-of-way of the Idaho Northern Railroad.

EXCEPTING a strip 4 rods in width off the West side of the above described land.

AND EXCEPTING that portion lying South and West of the Weymount Lateral as now constructed.

ALSO EXCEPTING a tract of land described as follows:

Beginning at the intersection of the Westerly boundary line of the right-of-way of the Idaho Northern Railroad and the Northerly boundary line of the right-of-way of U.S. Highway 20 in the Southwest quarter of the Southeast quarter of Section 20, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence Northwesterly along the Westerly boundary line of said railroad right-of-way for a distance of 470.4 feet; thence Southwesterly in a direction exactly perpendicular to the Westerly boundary line of said railroad right-of-way for a distance of 217.0 feet; thence Southeasterly parallel to the Westerly boundary line of said railroad right-of-way of said U.S. Highway No. 20; thence East along said Northerly boundary line of said highway right-of-way to the POINT OF BEGINNING.

FURTHER EXCEPTING those portions conveyed to Canyon County and the State of Idaho for right-of-way recorded February 18, 1933 in Book 21 of Deeds at Page 527 and recorded March 29, 1946 as Instrument No. 308784, respectively, records of Canyon County, Idaho.

200218102

RECORDED

2002 APR 19 PM 1 59

0 NOEL HALLS
CAUTION CITY RECORDER
BY *[Signature]*

SCALE: 1"=200'



LEGEND

- Boundary Line
- Section Line
- Labeling Fence
- Existing Right-of-Way
- Dentures
- Found Brass Cap
- Found 5/8" Iron Pin
- Found 1/2" Iron Pin
- Found PX Nail
- Found Rusted Spike
- Set 5/8" x 30" Iron Pin
- MOORE PLS 8251
- Calculated Point
- Delta of Record
- Witness Center
- WC
- (4 ROOFS)

CERTIFICATE OF SURVEYOR

I, Lawrence H. Koerner, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Penetration and Filing Act, Idaho Code 58-11 through 58-1612.



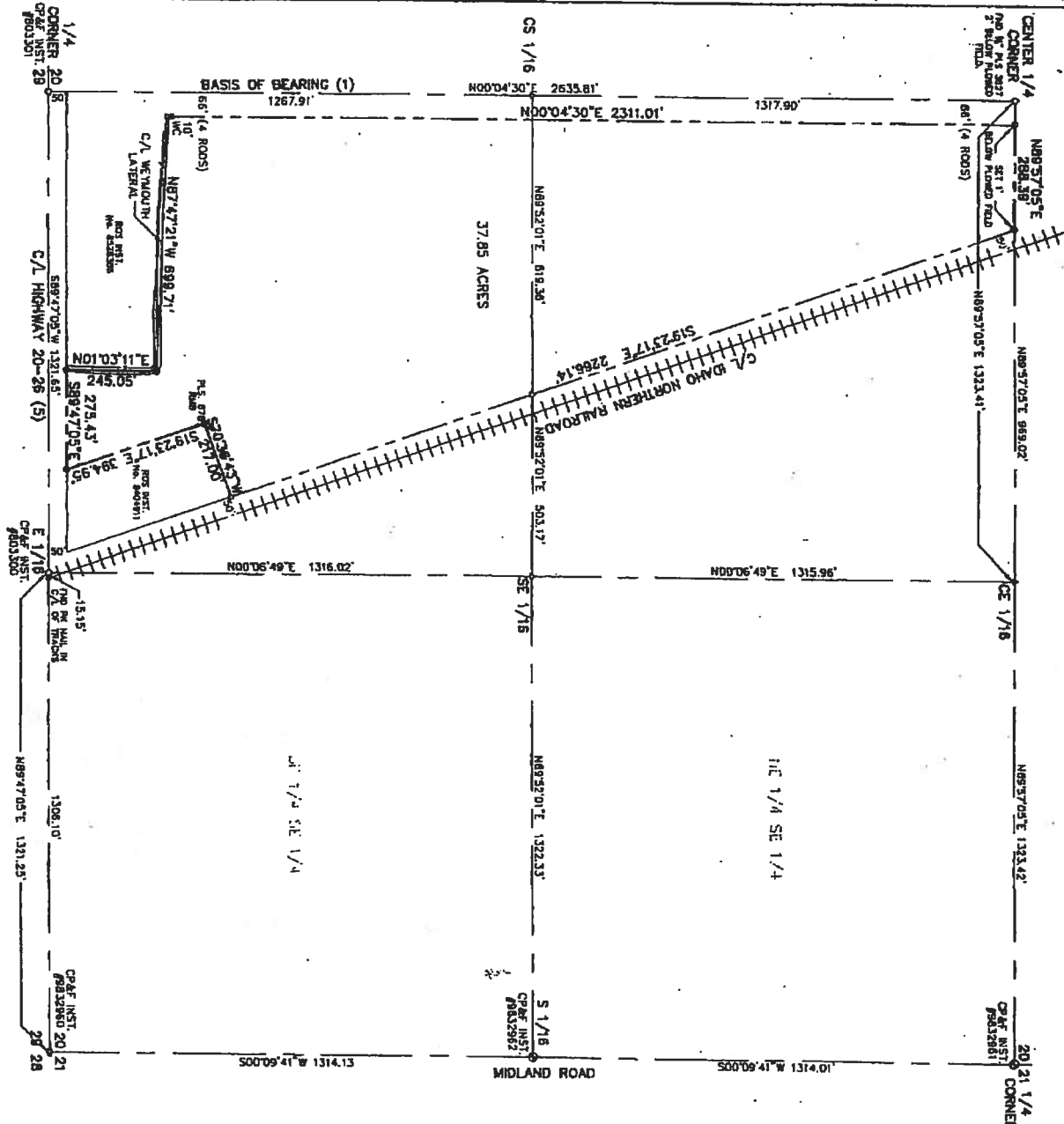
INDEX NUMBER 424-20-02-0-00-00

RECORD OF SURVEY FOR
MATSUMOTO BROTHERS, IN

A PORTION OF THE W. 1/2 OF THE SE 1/4
OF SECTION 20, T. 14 N., R. 10 W., B. 1 E.,
CANYON COUNTY, IDAHO

SCALE: 1" = 200' DR. LNK CK. DOB [SHEET 1 OF 1]
DATE: APRIL 18, 2002 ACAD DWS FILE: 8011

BLS
BERGLEY LAND SURVEYORS - PLLC
4232 Adams St
Boise, Idaho
208-672-8407



- REFERENCES:
- 1) RECORD OF SURVEY INST. No. 8812056
 - 2) RECORD OF SURVEY INST. No. 8628388
 - 3) RECORD OF SURVEY INST. No. 8404811
 - 4) RECORD OF SURVEY INST. No. 20018114
 - 5) IDAHO HIGHWAY PLANS PROJECT No. F.1.24(13)
 - 6) GUT CLAM DED INST. #200127082
 - 7) MOUNTAIN INST. #2007072
 - 8) MOUNTAIN INST. #2004803

Hydro Logic, Inc.

1002 W. Franklin Street, Boise, ID 83702 (208) 342-8369, (Fax) 342-3100, hydrologic@qwest.net

November 4, 2003

Ms. Lori Graves
Water Rights Agent
State of Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED

NOV 04 2003

WATER RESOURCES
WESTERN REGION

Dear Lori:

This letter, which should be considered a part of the attached Application for Permit (To Appropriate the Water of the State of Idaho) on behalf of my client Town Ranch LP., is intended to couple with a Transfer of Water Right No. 63-8796 previously filed with the Department. As we have recently discussed, IDWR has determined that an Application for Permit is necessary to allow for an increased diversion rate of 2.0 cfs desired by the applicant for the water sought under transfer. Therefore, to meet the water demand requirements of my client, I am submitting an amended transfer application reflecting the consumptive use arrived at by the Department and the necessary changes to accommodate the related Application for Permit. This submittal (Application), in addition to the previous transfer application, consists of the following parts:

1. A completed and signed (by the Applicant) IDWR Application for Permit form.
2. A completed and signed (by the Applicant) IDWR Request to Process form.
3. An amended and signed (by the Applicant) IDWR Application for Transfer form.
4. A portion of a U.S.G.S Topographic Series map showing the proposed new Place of Use, Points of Diversion, and nearby existing water wells.
5. A "Schedule A" legal description of the property that is the new Place of Use.
6. A copy of the original Warranty Deed for the property.
7. A check for \$290 to cover the IDWR processing fee.
8. This cover letter.

Overview of the new nature of use:

The transfer proposes to move 15 acres of water right No. 63-8796 to a new Place of Use and, in the process, to change the Nature of Use, Point of Diversion, and Period of Use. No expansion in the volumetric limitations of the water right are expected or intended. Right No. 63-8796 has previously been used for irrigation of turf grass at Stone Creek Turf Farm. The Applicant proposes to move the water right to property in Canyon County for the purpose of operating a concrete manufacturing plant. The nature of this use requires a relatively small volumetric quantity of water but a relatively high, but short lived, instantaneous rates of diversion. In other words, the concrete batching process requires that water additions to delivery trucks be as instantaneous as possible. Although the average daily water demand is estimated at less than about 70 gpm, (or 140 gpm given about 100,000 gallons per day are required over an average day of 12-hour duration), discharge rates up to 900 gpm are necessary for short periods when the admixture is being batched into concurrently-filled mixer trucks. Because fire protection necessitates a high flow rate, and owing to problems related to cold weather conditions and freezing temperatures, the Applicant desires to utilize the aquifer for storage rather than an above-ground reservoir. Therefore, the Applicant couples this transfer application with an Application for Permit to increase the instantaneous diversion rate to 2.0 cfs.

ATTACHMENT C1

Duty of water/consumptive use:

Because the proposed new nature of use is essentially 100 percent consumptive, the Applicant understands that the duty of water, under its present irrigation use, will not apportioned at the 4.5 acre feet per acre duty of the original water right. We have used the Department's determination (Allen-Brockway Report) of a consumptive use of 2.90 acre feet per acre for turf grass irrigation. We have considered the proposed extension of the period of use as well as the non-consumptive portion of the original water right in our original transfer application. Because IDWR's allowable consumptive use amount is less than our original assumption, we have eliminated the irrigation component of the transfer application and requested Commercial use only for the transferred water right.

Total estimated consumptive water use = 44.3 acre feet.

Nearby existing water wells:

Records of all wells within the 6 square mile area surrounding the proposed place of use were obtained from the IDWR Well Driller's Report file. These wells were plotted with respect to location and depth on the attached topographic map. Well density in the area is low with less than ten wells within a quarter mile of the new proposed points of diversion. The four ¼ ¼ sections making up the center of Section 20, have no wells at all. Although the requested instantaneous diversion rate (in the Application for Permit) is relatively high, the average daily withdrawal rate, 70 gpm average for 24 hours or 140 gpm average for 12 hours of operation is relatively small so that interference effects to other wells and water right owners are expected to be minimal-to-non existent. The underlying aquifers appear to be both productive and full with high (close to ground level) non-pumping water-levels.

Nearby existing water rights:

Water rights associated with the wells described above were evaluated for the surrounding area. Most of the nearby water rights on file with the IDWR are domestic and/or stockwater rights with small diversion quantities. As described above, the wells associated with these rights are typically 100-to-150-feet deep with non-pumping water-levels within 20 feet of land surface. In other words, the potential for interference effects to these small diameter wells is considered very low. Within Sections 20 and 29 only three non-domestic uses exist. Of these only two are larger than 6-inch diameter. The irrigation well owned by Nau is for a supplemental use only in the case surface water is not available. The industrial well under the name of Feed Service is mis-located on the Driller's Report and, according to the water right, is actually located more than three miles away to the East.

Water-bearing zone to be appropriated.

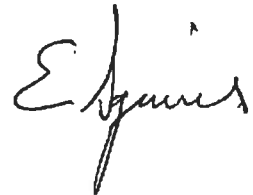
The geologic section beneath this area is relatively unexplored because most water wells have been completed above 150 feet. The few deepest wells in the general area have been drilled as deep as 311 feet. From the available Driller's Reports, the sub-surface is characterized by complexly and thinly interbedded sands and silty clays. Individual units are rarely thicker than 10-to-20 feet but the thin sand aquifers appear to be quite productive. Because little is known about the deeper section, the total depth of the proposed wells cannot be precisely known at this time. Therefore, this transfer requests that the Applicant be able to complete the proposed new points of diversion (wells) at any depth of the aquifer where sufficient quantities of water are located. In other words, the Applicant wishes the flexibility to complete the new wells anywhere within the water-bearing section from the shallow unconfined gravel aquifer to a conceivable depth of 800 feet below land surface.

This Application for Permit, in concert with the associated transfer application will not exceed the 44.3 acre-feet of consumptive use allowable under the transferred portion of the original water right. In essence, the transfer application seeks the volume of water needed and the application for permit seeks the instantaneous diversion rate necessary for commercial batching of concrete.

It is my intention and hope that you find this application complete and thorough so that processing is straightforward and expeditious. Please call me directly at 342-8369 with any questions or if additional information is needed. We will make every effort to respond right away to any such requests. Time is of the essence in this application and we would greatly appreciate prompt consideration of the matter.

Respectfully,

Ed Squires

A handwritten signature in black ink, appearing to read 'Ed Squires', written in a cursive style.

c: Town Ranch, LP

T4N R2W Sections 19-21 and 28-30

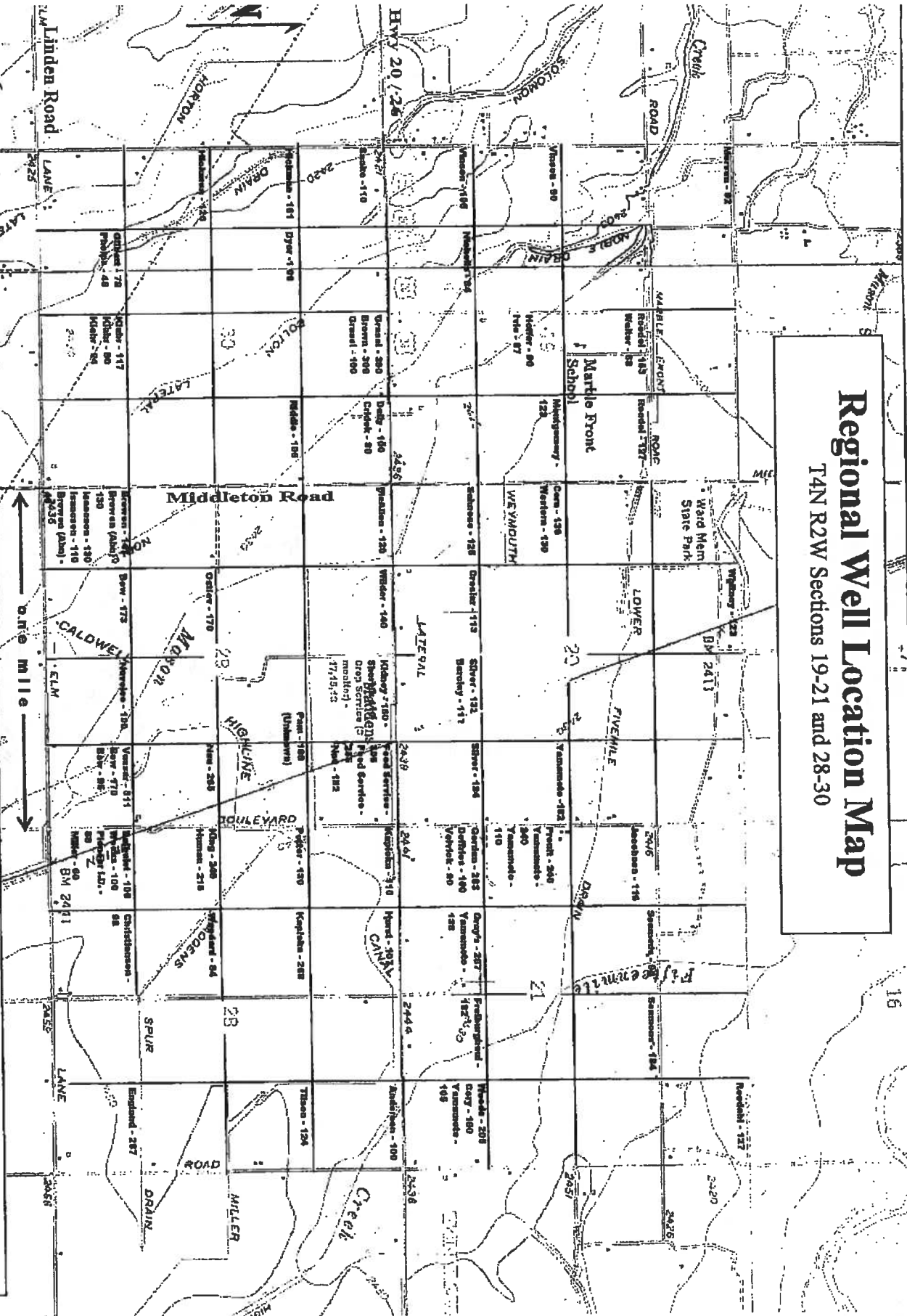


Figure XX Location map of wells in T4N R2W Sections 19-21 and 28-30. Wells are plotted to the nearest $\frac{1}{4}$, $\frac{1}{4}$ section by name followed by total depth of the well. Owing to space consideration, the five deepest wells are plotted in each $\frac{1}{4}$, $\frac{1}{4}$ section. If less than five wells exist in a 40-acre tract, then the wells plotted are the only wells listed. Some well logs may be missing and some may be mislocated. Base map is an enlarged (1:24,000) USGS 7 $\frac{1}{2}$ - minute map.

Hydro Logic, Inc.

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
Address)

[] New Mailing Address:

5125 N. Morningale

Boise ID

83713

Telephone Number:

(208) 938 - 9898

[] Signature(s) of Owner(s)

Renata L. Ham

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

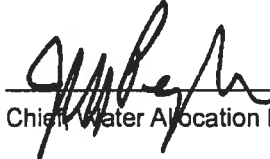
Total Acres: 64

CONDITIONS OF APPROVAL

1. 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	68.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

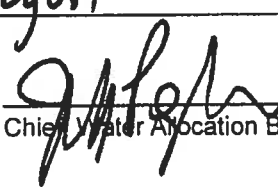
Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-8796	YES	YES	YES	NO	YES	YES

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	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

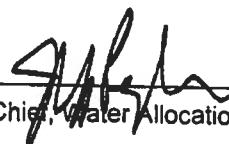
Total Acres: 64

CONDITIONS OF APPROVAL

1. 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>
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 12 day of August, 2003

For  Chief, Water Allocation Bureau

Transfer No. 70628

RECEIVED
MAY 05 2003

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

WATER RESOURCES
WESTERN REGION

Gabiola Land Company, LLC

Phone 208-887-1812

Post Office address

920 E. Antilles Ct., Meridian, ID 83642

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

2. Describe the reason for the proposed changes Applicant proposes transferring 4-acre irrigation water right to a gravel pit for dust control purposes.

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

1. <u>Right Number</u>	<u>Priority</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
63-31724	May 9, 1977	0.062/18.0	industrial	1/1 to 12/31
				to
				to
				to

2. Total amount of water being transferred : 0.062 cubic feet per second and/or 18.0 acre-feet per annum.

3. Source of water ground water tributary to _____

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total Acres

PART 1

6. General Information:

a. Description of diversion system well with submersible pump and flow meterb. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
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, Glens 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 RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-8796 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

Page 4 of 6

Transfer No. 70628

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 _____

1. 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	

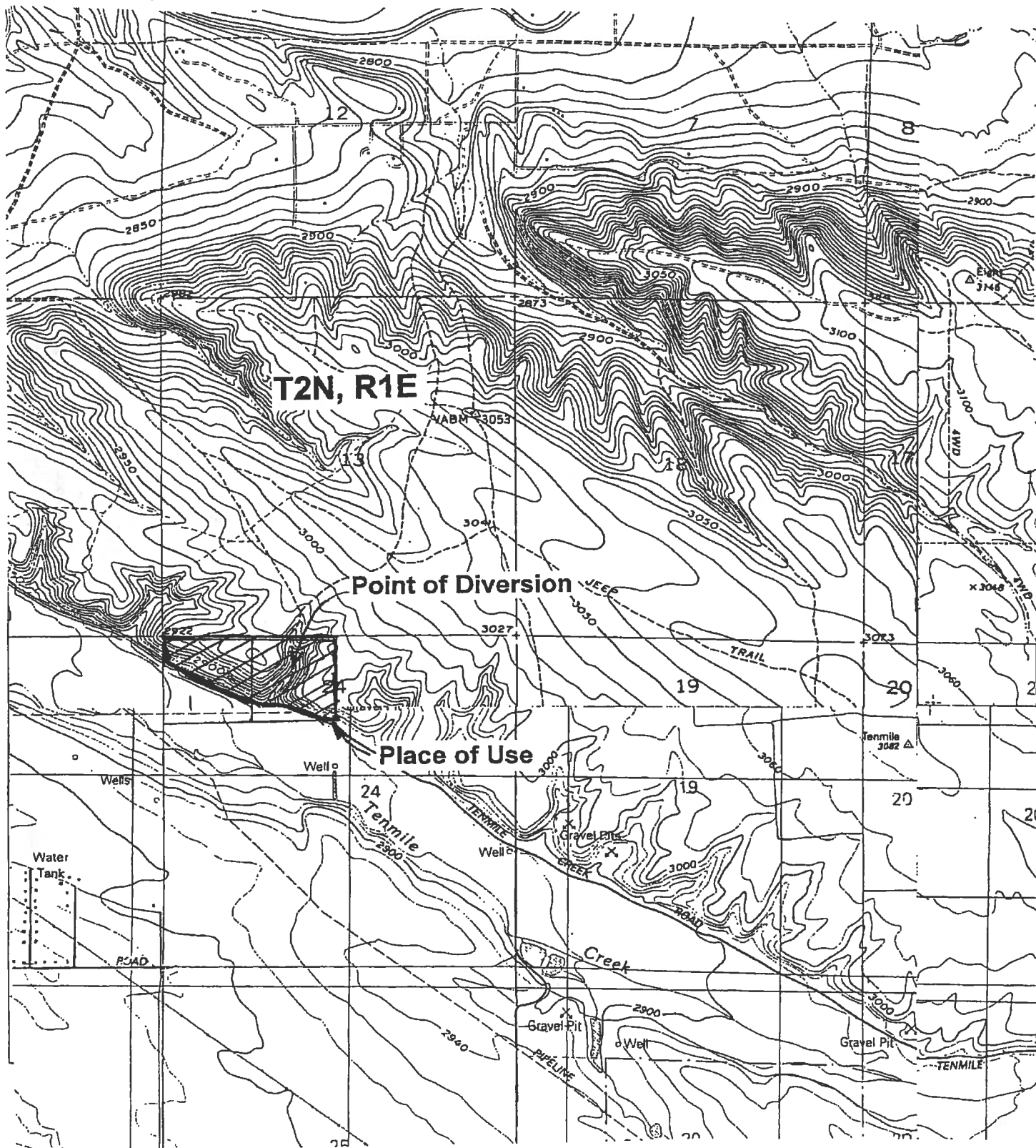
3. Lands irrigated or place of use:

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

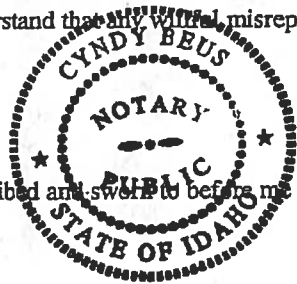
1.

<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>average</u>	<u>1/1 to 12/31</u> <u>to</u>
2. Quantity and quality of return flows and location of discharge:
none
3. 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.

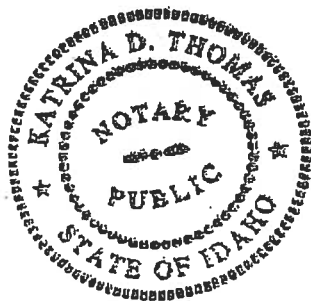
9. In my experience, using surface water is impractical for irrigating a commercial turf operation. In my role as a manager of the turf farm, I became informed that, before the well was installed, Frank Ham and his son, my late husband Gayle Ham, initially did use surface water from Settlers to irrigate 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.



Katrina Thomas
Notary Public for the State of Idaho
Residing at: Bose
My Commission Expires: 4-10-06

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 SECONDS 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 907.48 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 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 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

CU AH

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 s and Grantee s heirs
and assigns forever. And the said Grantor s 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, a notary public, per-

sonally appeared FRANK N. HAM AND WYOMA HAM
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: MERTIDIAN, IDAHO
My Commission Expires: 05/04/00

EXHIBIT C
PAGE 1 OF 3

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 167.66 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 C

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 5

PAGE 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.

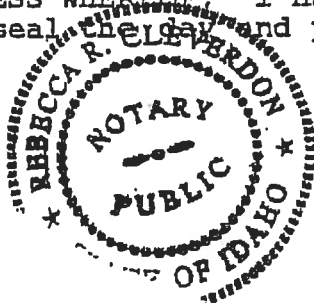
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

FARM LEASE -

Page 7

EXHIBIT G
PAGE 7 OF 9

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° 43' 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

6

PAGE

8

OF

9

copy
sent 3-7-95

JAN 23 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

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 Morninggale 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,

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 860.00 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 485.52 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 8, A DISTANCE OF 1187.90 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 1396.88 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

PAGE

1 OF 4

CONTINUED

FILE NUMBER: F132700

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.

OF LEGAL DESCRIPTION

EXHIBIT 17

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, 1320.45 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 7

PAGE 3 OF 4

EXHIBIT A

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 self 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

H

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. EXP. 11-29-2003

MY COMMISSION EXPIRES: _____

(SEAL)

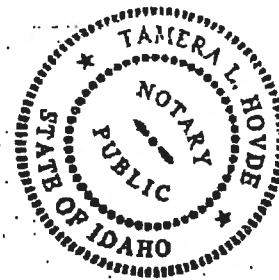


EXHIBIT H
PAGE 2 OF 3

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

3

OF

3

DEPUTY MICHELE TURRILL
RECORDED - REQUEST OF
Brian Donesley
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 Kris 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 Morningale 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

GRANTOR

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

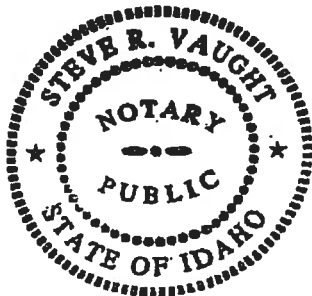
By: *Dana I. Chella*
Its: AUTHORIZED OFFICER & AGENT

GRANTOR

Timbre Wolf
Timbre Wolf, an unmarried man

State of Idaho)
County of Ada) ss.

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.

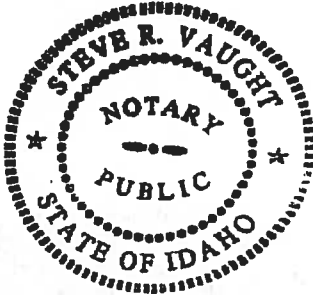


Steve R. Vaught
Notary Public for Idaho
Residing at *Boise, ID*
My Commission expires 7/1/08

EXHIBIT J
PAGE 2 OF 2

State of Idaho)
) ss.
County of Ada)

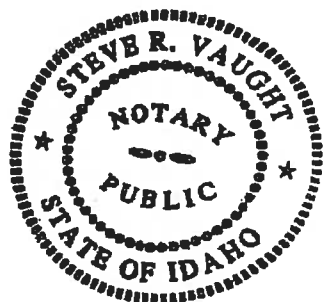
On this 3 day of FEBRUARY, in the year of 2003, before me, a Notary Public in and for said State, personally appeared AARON L. VAN DER AA, known or identified to me to be a member of **HOPKINS MORTGAGE FUND, L.L.C.**, an Idaho limited liability company, the member or one of the members who subscribed 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 Boise, ID
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 Boise, ID
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 680.00 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

PAGE

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 J EXHIBIT EP
EXHIBIT 6 PAGE 3 OF 4
PAGE 7 OF 7
EXHIBIT A

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 Morningdale Drive
Boise, ID 83713

Buyer: Gabiola Land Company, LLC
920 E. Antilles Court
Meridian, Idaho 83642

12. General Provisions.

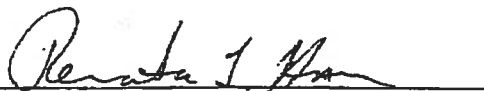
- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment, discharge, or change 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.

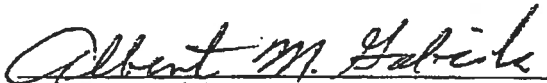
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the date set forth above.

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	
<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>TOTAL</u>
4N 1E 31	NWNE 15	SWNE 7	NENW 29	SENE 17
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.

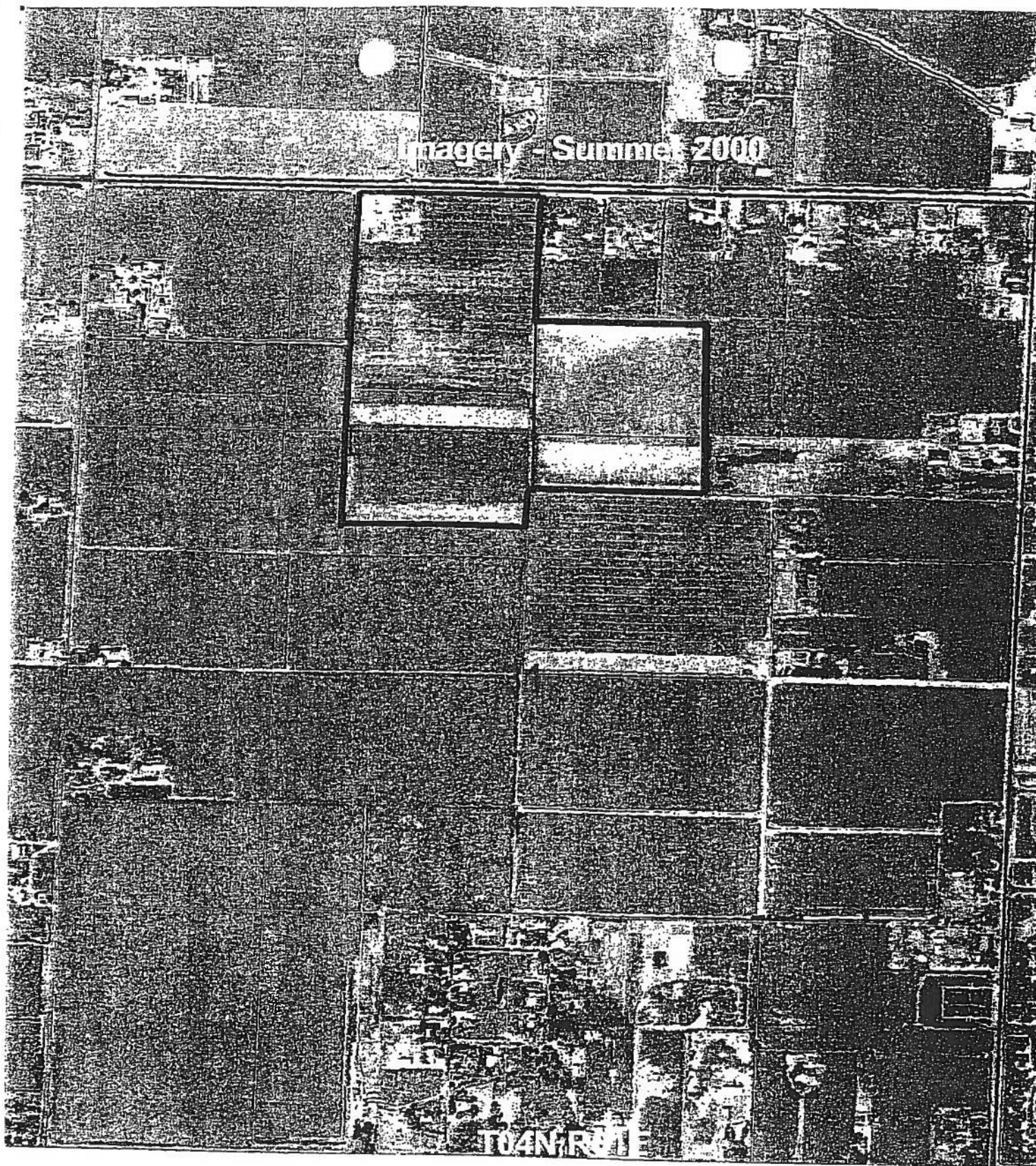
WILLIAM B. HARRIS

Director

JUL 06 1988

EXHIBIT

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

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.

WYOMA HAM

Director

JUL 06 1988

EXHIBIT

PAGE

OF

Exhibit A to Water Right Grant Deed

ARTICLES OF ORGANIZATION
FILED/EFFECTIVE LIMITED LIABILITY COMPANY

AUG 28 3 28 PM '01 (Instructions on back of application)



1. The name of the limited liability company is: GABIOLA LAND COMPANY, LLC
2. The address of the initial registered office is: 920 East Antilles Court,
Meridian, ID 83642 (not a PO Box) and the name of the initial registered agent at that address is: Albert M. Gabiola
- Signature of registered agent: Albert M. Gabiola
3. The latest date certain on which the limited liability company will dissolve: 12/31/2050
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.

Name:

Address:

Casilda Gabiola

920 East Antilles Court

Meridian, ID 83642

6. Signature of at least one person listed in #5 above:

Casilda Gabiola
Casilda Gabiola

By Albert M. Gabiola
Albert M. Gabiola,
Conservator and Guardian

Secretary of State use only

IDAHO SECRETARY OF STATE
08/28/2001 05:00
CN: 23461 CT: 5483 SN: 416135
1 P 100-00 = 100-00 ORGAN LLC P 2

W 76367

ATTACHMENT (

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: C008822
Received By: ESL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANK N. HAM
Address: 4415 N. LOCUST GROVE
MERIDIAN, ID

208-888-4263

OR
Name: WYOMA HAM
Address: 4415 N. LOCUST GROVE
MERIDIAN, ID

83642

208-888-4263

83642

Trib. to:

2. Date of Priority: MAY 09, 1977

3. Source: GROUNDWATER

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

A63-08796

Page 1

Date: 08/03/89

MICROFILMED

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 BORSE, ID
My Commission Expires 11/08/1994

29 Ac

P.O.

A63-8796 15 Ac
P.U.

C568

17 Ac.

7 Ac.

NOV 19 1964

A
10.6
C92

C90

C101

A
10

B
58

MICROFILM

03/17/2006

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

RIGHT NUMBER: 63-31793

NAME AND ADDRESS: TOWN RANCH LP
2344 DUNYAN
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.230 CFS
44.300 AFY

The total instantaneous diversion of water from all points of diversion under this right shall not exceed .23 cfs, nor total combined annual volume of 44.3 af.

PRIORITY DATE: 05/09/1977

POINT OF DIVERSION:

T04N R02W S20 NWSE Within CANYON County

T04N R02W S20 SWSE Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

COMMERCIAL

01/01 12/31

0.230 CFS

44.30 AFY

PLACE OF USE: COMMERCIAL Within CANYON County

T04N R02W S20 NWSE

T04N R02W S20 SWSE

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

Commercial use is for a concrete manufacturing plant.

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

This right is a split from former right 63-31781.

The right holder shall accomplish the change authorized by Transfer 70905 within one (1) year of the date of the approval.

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

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

SCANNED
SEP 07 2012

Idaho Department of Water Resources

**T04N, R02W,
SEC 20**

Claim No: 63-31793

Prepared By: Kimberly Brown

Date: March 17, 2006



Place of Use



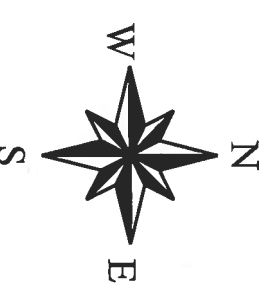
Section Lines



1/4 1/4



Point of Diversion



2004 NAPP

Transfer No. 70905 Approved
(2/27/04)

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-31793

WATER RIGHT NUMBER: 63-31793

Owner Type Name and Address
Original Owner FRANK N HAM ✓
4415 N LOCUST GROVE
MERIDIAN, ID 83642
(208)888-4263
Current Owner TOWN RANCH LP ✓
2344 DUNYAN
EAGLE, ID 83616
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

Questions -

Ed Squires 342-8369

Calvin D. Low (Registered Agent)

Priority Date: 05/09/1977 ✓
Basis: License ✓
Status: Active

Property Address:

Ø Hwy. 20-26
Caldwell

Source Tributary
GROUND WATER ✓

Beneficial Use From To Diversion Rate Annual Volume
COMMERCIAL ✓ 01/01 to 12/31 ✓ 0.230 CFS 44.30 AF ✓
Total Diversion: 0.230 CFS ✓ 44.30 AF ✓

Location of Point(s) of Diversion

GROUND WATER SW1/4SE1/4 ✓ Sec. 20, Twp 04N, Rge 02W, B.M. ✓
CANYON County ✓
GROUND WATER NW1/4SE1/4 ✓ Sec. 20, Twp 04N, Rge 02W, B.M. ✓
CANYON County ✓

cannot find W.D. Report

Map?!

Well drilled 7/21/05

Place of Use
COMMERCIAL ✓

✓	Tap	Rge	Sec	NE				NW				SW				SE ✓				Totals
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
	04N	02W	20														X	X		

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31781.

Parcel No: R3412800000. (37.59 AC)

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31793

2. ☒ WB4 The total instantaneous diversion of water from all points of diversion under this right shall not exceed .23 cfs, nor total combined annual volume of 44.3 af.
3. ☒ Commercial use is for a concrete manufacturing plant.
4. ☒ T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. ☒ T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
6. ☒ T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of ~~this~~ approval. *Tr. No. 70905*
7. ☒ 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

Remarks:

Comments:

1. pskaggs 2/27/2004 3:41:44 PM Transferred Right
Comment: This is now an approved transfer, transfer number = 70905

Water Supply Bank:

Field Exam Date 3.17.06

(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
- ☒ Well logs (if needed) *N/A, but found only NWSE, S20 Well Driller's Report*
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information *None in Sec 80*
- ☒ 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 complete

Claim No(s) A63-31793

Owner: Town Ranch LP Phone No. ? *Registered Agent - Calvin D. Tom*

Current Address: 2344 Dunyan *Eagle 83616*

*Property Address: 2344 Dunyan
Hwy 20-26
Aldwell*

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

Questions/Contact - Ed

Squires Hydrologic

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

As of this date, I can find only one well Driller's Report for the NWSE, S20 – and nothing for the SWSE (see file)

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

2 PODs

There is no map attached to the Transfer that depicts the location of the wells.

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

See Transfer No. 70905 and
the Well Driller's Report in file.

OVERLAP REVIEWOther water rights with the same point of diversion: None

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

WATER USES

- ☒ No change
☐ Different Uses

Use _____ From _____ To _____ Amount _____ CFS _____ AFA
Use _____ From _____ To _____ Amount _____ CFS _____ AFA
Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only

- ☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA
☐ Changes found, the new total is, Amount _____ CFS _____ 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:

There are no maps attached
to Transfer No. 70905 that show
the POU. Therefore, the shapefile's
POU boundary is the 37.59 acres associated
with Parcel No. R3412800000.

* The 2004 NAPP image shows no sign of a concrete plant, only irrigation.

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Overlap with other water rights: 63-8999, 63-11399

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

no overlap, separate places of use

Delivery System Narrative: See Transfer No. 70905.

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

RECEIVED

NWSE only

833781

Form 238-7
11/97 JGE

SEP 14 2005

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat. : : Long. : :

WATER RESOURCES

1. WELL TAG NO. D0039287

D0039287

DRILLING PERMIT NO. 88858-83781

Other IDWR No. 63-31807

2. OWNER:

Name Town Ranch, L.P. Supply Well #1 Pg 1 of 3

Address 2344 Dunyan

City Eagle State ID Zip 83616

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

Well design by Hydro Logic, Inc.

Sketch map location must agree with written location.

Twp. 4 North ☒ or South ☐
Rge. 2 East ☐ or West ☒
Sec. 20 SW 1/4 NW 1/4 SE 1/4
Gov't Lot None County Canyon
Lat. N43°40'3.8" Long. W116°36'5.8"
Address of Well Site Approx. 1/3mi. N of

Hwy 20/26 along Idaho Northern RR City Middleton

Lt. Bk. Sub. Name Low's Ready Mix

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☒ Other Commercial Concrete

5. TYPE OF WORK: check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☒ Mud Rotary ☒ Other A-R to 39 feet

7. SEALING PROCEDURES:

Seal/Filter Pack			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite Grout	0'	263'	1770 gal	Pressure Grout
Bentonite Chip	263'	265'	5 Cu Ft	Poured
Bentonite Chip	0'	18'	1 Cu Yd	Poured

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 20" to 39 Feet

Was drive shoe seal tested? ☐ Y ☒ N How? Driven in Clay

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded
20"	-47'	-39'		Steel	☒	☐	☒
12"	-4'	265'	.75"	PVC	☒	☐	☒
SDR17 PVC	12'	3/4"		OD	☐	☐	☐

Length of Headpipe 36' Length of Tailpipe None

9. PERFORATIONS/SCREENS:

☐ Perforations Method Centralized & Filter Packed
☒ Screens Screen Type Johnson SS Wire Wound

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
231'	248'	.025	1	8"	SS	☒	☐
248'	268'	.020	1	8"	SS	☒	☐
268'	288'	.015	2	8"	SS	☒	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

16 1/2 ft. below ground Artesian pressure bgl. lb.
Depth flow encountered 270 ft. Describe access port or control devices: 12" Baker Pitless Unit w/ 1/2" Tubes

11. WELL TESTS:

Yield gal./min.	Drawdown	Pumping Level	Time
1500gpm	58 ft.	74.3 ft.	6 Hours
1000gpm	35 ft.	52.5 ft.	1 Hour
500 gpm	16 ft.	33.5 ft.	1 Hour

Water Temp. 63°F Bottom hole temp. -61°F

Water Quality test or comments: Clear, No Sand, No Odor pH=7.7.

TDS=140mg/l Depth first Water Encounter est. 15'

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water
24"	0'	5'	Top Soil	
20"	5'	35'	Sandy Gravel & Cobbles	X
20"	35'	43'	Silty Clay Tan	X
20"	43'	47'	Sand Tan	X
20"	47'	55'	Sandstone Tan	X
20"	55'	57'	Sticky Clay Tan	X
20"	57'	70'	Sand Tan	X
20"	70'		Sticky Clay w/ Sand &	
		110'	Sandstone Lenses Tan	X
20"	110'	129'	Medium to Coarse Sand Tan	X
20"	129'	133'	Clay Tan	X
20"	133'	151'	Medium-Coarse Sand Tan	X
20"	151'	158'	Sandy Clay Tan	X
20"	158'	173'	Sand w/ Clay Lenses Tan	X
20"	173'	183'	Clay & Silt Tan	X
20"	183'	187'	Gravel Dark Brown	X
20"	187'	203'	Clay Tan	X
20"	203'	213'	Sand Tan	X
20"	213'	222'	Soft Sticky Clay Tan	X
20"	222'	229'	Sand Tan	X
20"	229'	237'	Soft Sticky Clay Tan	X
20"	237'	251'	Medium-Coarse Sand Tan	X
20"	251'	265'	Soft Sticky Clay Tan	X
11"	265'	270'	Soft Sticky Clay Tan	X
11"	270'	288'	Fine-Medium Sand Tan	X
11"	288'	312'	Clay Tan	X
11"	312'	337'	Medium-Coarse Sand Tan	X
11"	337'	353'	Sandy Clay Tan	X
11"	353'	372'	Black Sandstone Black	X
11"	372'	387'	Soft Sticky Clay Wood Tan	X
11"	387'	411'	Medium-Coarse Sand Tan	X
11"	411'	415'	Clay Blue	X
11"	415'	422'	Medium-Coarse Sand Gray	X
11"	422'	432'	Clay Blue	X

Completed Depth 432 feet bgl (Measurable)

Date: Started 6/6/2005 Completed 7/21/2005

13. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Treasure Valley Drilling Firm No. 560

Firm Official Date 9/8/2005

and

Driller or Operator Date 9/8/2005

(Sign Once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only
 Inspected by _____
 Twp _____ Rge _____ Sec _____
 _____ 1/4 _____ 1/4 _____ 1/4
 Lat: : : Long: : :

1. WELL TAG NO. D 0039287 Pg2

DRILLING PERMIT NO. 88858-83781

Other IDWR No. **63-31807**

2. OWNER:

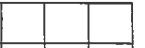
Name Town Ranch, L.P. Supply Well #1 Pg 2 of 3

Address **2344 Dunyan**

City **Eagle** State **ID** Zip **83616**

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.



Twp. 4 North ☒ or South ☐
 Rge. 2 East ☐ or West ☒
 Sec. 20 **SW** 1/4 **NW** 1/4 **SE** 1/4
10 acres 40 acres 160 acres
 Gov't Lot None County Canyon
 Lat: N43°40'3.8" Long: W116°36'5.8"
 Address of Well Site Approx. 1/3mi N. of

Hwy 20/26 along Idaho Northern RR City Middleton
(Give at least name of Road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name **Low's Ready Mix**

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☒ Other **Commercial Concrete**

5. TYPE OF WORK: check all that apply

☒ New Well ☐ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☒ Mud Rotary ☒ Other **A-R to 39 feet**

7. SEALING PROCEDURES:

Seal/Filter Pack			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s)

Was drive shoe seal tested? ☐ Y ☒ N How?

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
					☐	☐	☐	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS:

☐ Perforations Method **Centralized & Filter Packed**

☒ Screens

From	To	Slot Size	Number	Diameter	Material	Casing	Line
288'	313'	.020	1	8"	SS	☒	☐
313'	335'	.035	1	8"	SS	☒	☐
335'	353'	.020	1	8"	SS	☒	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

_____ ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control
devices:

11. WELL TESTS:

☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. Bottom hole temp.

Water Quality test or comments:

Depth first Water Encounter

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]**13. DRILLER'S CERTIFICATION:**

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name **Treasure Valley Drilling** Firm No. **560**

Firm Official Date 9/8/2005

Driller or Operator Justin Pearson Date 9/8/2005

(Sign once if Firm Official & Operator)

RECEIVED

JUN 23 2005

WATER RESOURCES
WESTERN REGION

Drilling Permit No. 889573-834554
Drilling Permit Tag No. N/A
Water Right Permit No. 63.31807
Injection Permit NO. _____

State of Idaho Department of Water Resources
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Owner (please print): Town Ranch LP
2. Mailing Address: 2344 Daryan
City: Eagle State: Id Zip Code: 83616 Telephone 342.8369
3. Proposed Well Location: Twp: 4N Rge: 2W Sec: 20 1/4 NW 1/4 SE 1/4
Gov't Lot No. _____ County Canyon Lat. _____ : _____ : _____ Long. _____ : _____ : _____
Street Address of Well Site Approx 3mi north of Hwy 20-26 by RR City: Middleton
Give at least the name of Road and Distance to Road or Landmark
Lot, block and subdivision _____

4. Proposed Use of Well:

[] Domestic: The use of water for homes, organization camps, public campgrounds, livestock (1,000 head or less) and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

NON-DOMESTIC: [] Irrigation [] Municipal [] Industrial
[] Stock [] Test [X] Other PILOT HOLE TO BE OPENED UP
(Over 1,000 Head) (Describe) LATER

[] INJECTION

[] MONITORING: A well bore schematic and map is required for each blanket permit.
Number of proposed wells: _____

5. Well Construction Information:

A. [X] New well [] Modify [] Replace

B. Proposed Casing Diameter 12" Proposed Maximum Depth UNKNOWN UNTIL RESULTS COME BACK FROM LOGGING

C. Anticipated bottom hole temperature:
[X] 85°F or less [] 85°F to 212° [] 212° F or more
(Cold water well) (Low temp. geo. well) (Geothermal well)

6. Construction Start Date: 02-11-05

7. Anticipated Well Driller: Adamsen Pump & Drilling Driller's Lic. No. 457
NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: Dave Adamsen Date: 6-23-05

Address (if different than owner): _____

City: _____ State: _____ Zip Code: _____ Telephone: _____

Title: _____

(Owner, Firm Representative, Other)

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

RECEIVED

JUN 23 2005

WATER RESOURCES
12. WELL TEST REGION

☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

834554

Office Use Only

Well ID No. 404339

Inspected by

Twp Rge Sec

1/4 1/4 1/4

Lat: : : Long: : :

1. WELL TAG NO. D N/A

DRILLING PERMIT NO.

Water Right or Injection Well No.

2. OWNER:

Name Town Ranch LP

Address 2344 Dungan

City Eagle State ID Zip 83616

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 4 North ☒ or South ☐

Rge. 2 East ☐ or West ☒

Sec. 20 1/4 NW 1/4 SE 1/4

Gov'l Lot County Canyon

Lat: : : Long: :

Address of Well Site approx 1/3 north of Hwy 20.26

by RR City Middlefork

(Give at least name of Road + Distance to Road or Landmark)

Lt. Blk. Sub. Name

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation

☐ Thermal ☐ Injection ☒ Other PILOT HOLE

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD:

☐ Air Rotary ☐ Cable ☒ Mud Rotary ☐ Other

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
WE WERE NOT FINISHED WITH THIS WELL TO RECORD SEALING PROCEDURES				

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s)

Was drive shoe seal tested? ☐ Y ☒ N How?

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
20" + 2	38	250	STEEL		☒	☐	☐	☐
THIS COULD BE TEMPORARY								

Length of Headpipe Length of Tailpipe

Packer ☐ Y ☒ N Type

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method NO SCREENS AT THIS TIME

Screen Type & Method of Installation

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐
						☐	☐
						☐	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
NONE				

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

ft. below ground Artesian pressure lb.

Depth flow encountered ft. Describe access port or control devices:

UNKNOWN AT THIS TIME

Yield gal./min.	Drawdown	Pumping Level	Time
NONE			

Water Temp. UNKNOWN Bottom hole temp.

Water Quality test or comments:

Depth first Water Encounter

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
0	8		top soil		
8	34		gravel & sand		
34	78		Brown clay		
78	84		Sand		
84	90		clay		
90	100		Sand		
100	112		clay & sand strata		
112	116		clay		
116	118		clay w/ sand		
118	124		Sand		
124	130		clay		
130	136		clay w/ sand		
136	144		Sand		
144	151		clay w/ sand		
151	156		clay		
156	157		Sand		
157	158		clay		
158	185		Sand & clay		
185	193		fine gravel		
193	196		clay & fine gravel		
196	213		clay		
213	217		Sand		
217	224		clay		
224	238		Sand		
238	239		clay		
239	259		clay w/ sand		
259	264		Sand		
264	270		clay w/ sand		
270	340		clay w/ sand strata		
340	355		clay		
355	370		gravel & clay		
370	378		clay, very hard blue		

continued

Completed Depth NOT COMPLETE (Measurable)

Date: Started 02-11-05 Completed 02-24-05

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Adamson Pump & Drill Firm No. 0457

Principal Driller Dave Adamson Date 03-08-05

and Driller or Operator II Dave Adamson Date 03-08-05

Operator I Date

Principal Driller and Rig Operator Required.

Operator I must have signature of Driller/Operator II.

FORWARD WHITE COPY TO WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

834554

Office Use Only	
Well ID No.	404339
Inspected by	
Twp	Rge Sec
1/4	1/4 1/4
Lat: : : Long: : :	

1. WELL TAG NO. D
DRILLING PERMIT NO.
Water Right or Injection Well No.

2. OWNER:
Name Town Ranch LP
Address 2344 Dunyan
City Eagle State Id Zip 83616

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub. or Directions to well.
Twp. 4 North ☒ or South ☐
Rge. 2 East ☐ or West ☒
Sec. 20 1/4 NW 1/4 SE 1/4
Gov't Lot _____
Lat: : : Long: : :
Address of Well Site Approx 1/3 north of Hwy 20 & 26
by R/R City Middleton
(Give at least name of road - Distance to Road or Landmark)
Lt. _____ Blk. _____ Sub. Name _____

4. USE:
☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☒ Other PILOT HOLE

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:
☐ Air Rotary ☐ Cable ☒ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
WE WERE NOT FINISHED WITH THIS WELL TO RECORD SEALING PROCEDURES				

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
20"	+2	38	250	STEEL	☒	☐	☐	☐
THIS COULD BE TEMPORARY					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____
Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method NO SCREENS AT THIS TIME
Screen Type & Method of Installation _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐
						☐	☐
						☐	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
NONE				

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

_____ ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices:
UNKNOWN AT THIS TIME

12. WELL TESTS:

☐ Pump	☐ Bailer	☐ Air	☐ Flowing Artesian
Yield gal./min.	Drawdown	Pumping Level	Time
NONE			

Water Temp. UNKNOWN Bottom hole temp. _____
Water Quality test or comments: _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water	Y	N
			Continued from page 1			
	378	391	clay			
	391	410	blue sand			
	410	415	blue clay			
	415	425	sand & clay layers			
	425	433	blue clay			
	433	435	sand & clay layers			
	435	452	blue clay			
	452	480	sand			
	480	493	hard blue clay			
	493	508	sandy clay			
	508	528	sand & clay			
	528	533	blue clay			
	533	538	sand & clay			
	538	565	sand			
	565	568	clay			
	568	569	sand			
	569	573	clay			
	573	575	sand			
	575	585	hard blue clay			
	585	593	sand			
	593	597	sand & clay layers			
	597	602	clay			
	602	604	sand			
	604	608	hard clay			

RECEIVED

JUN 23 2005

WATER RESOURCES
WESTERN REGION

Completed Depth not complete (Measurable)
Date: Started 02-11-05 Completed 02-24-05

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Adamson Pump & Drill Firm No. 0457
Principal Driller Dave Adamson Date 03-08-05
and Driller or Operator II Dave Adamson Date 03-08-05
Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

Well Proof Report

Receipt # W032173,
Permit No. 834554
Metal Tag No. D0039287,
Well ID # 404339
Water Right No. 63-31807

Relationship: Applicant
Name: TOWN RANCH LP
Address: 2344 DUNYAN
EAGLE ID 83616

Permit Status: Closed

Well Location: Township 04N, Range 02W, Section 20, NW, SE
COUNTY CANYON Sub Name PILOT HOLE FOR PRODUCTION
WELL: D0039287

Address of Well Site: APPROX 1/3 MILE N OF HWY 20-26 BY RR
MIDDLETON ID

Use of Well: Test

Activity: New Well

Region: Western

Construction Method: Mud Rotary

Const Start Date: Feb 11 2005 Const End Date: Feb 24 2005

Well Drilling Company: ADAMSON PUMP & DRILLING (No. 457)

Card Hold Name: DAVID K ADAMSON SR (No. 4135)

Certifying Official: DAVID K ADAMSON SR (No. 4135)

Date Received: Jun 23 2005

Date Approved:

Date Inspected:

Completed Depth: 432 FT Drilled Depth: 432 FT Surface Diameter: 20 inches

Primary Flow Depth: Overall Temp: Static Water Level: 16

Head Pipe Length: Tail Pipe Length Production Rate: 1500
GPM

Closed in Pressure: Bottom Hole Temp: Low Temp Geothermal: NO

Control Device Desc:

Access Port Desc:

Casing

From	To	Diam	Type	Gauge	Join Type	Material
39	47	20	Casing		Welded	Steel

4	265	12	Casing	0.75	Threaded	PVC
---	-----	----	--------	------	----------	-----

Seal

From	To	Material	Amount	Method
0	18	Bentonite chips	1 cu yd	Pour
0	263	bentonite grout	1770 gal	pressure grout
263	265	Bentonite chips	5 cu ft	Pour

Screen

From	To	Dia	Type	Slot Size	# of Slots	Material	Perforation Meth	Screen Type
231	248	8	Screen	.025		Stainless steel		
248	268	8	Screen	.020		Stainless steel		
268	288	8	Screen	.015		Stainless steel		
288	313	8	Screen	.020		Stainless steel		
313	335	8	Screen	.035		Stainless steel		
335	353	8	Screen	.020		Stainless steel		
353	370	8	Screen	.025		Stainless steel		
370	390	8	Screen	.020		Stainless steel		
390	408	8	Screen	.035		Stainless steel		

Lithologic Layer

From	To	Diam	Water	Color	Material	Texture
------	----	------	-------	-------	----------	---------

Drive Shoe

Depth	Test Description
39	no

History Well Proof Report

Receipt # W032173,
Permit No. 834554
Metal Tag No. D0039287,
Well ID # 404339
Water Right No. 63-31807

Relationship: Applicant
Name: TOWN RANCH LP
Address: 2344 DUNYAN
EAGLE ID 83616

Permit Status: Closed

Well Location: Township 04N, Range 02W, Section 20, NW, SE
COUNTY CANYON Sub Name SUPPLY WELL #1

Address of Well Site: APPROX. 1/3 MILE NORTH OF HWY 20-26 ALONG IDAHO
NORTHERN RAILROAD; 1/3 MILE N OF CHINDEN BLVD BETWEEN
THE INRR & THE WEYMOUTH LATERAL (SEE ATTACHED)
MIDDLETON ID

Use of Well: Test

Activity: New Well

Region: Western

Construction Method: Mud Rotary

Const Start Date: Feb 11 2005 Const End Date: Feb 24 2005

Well Drilling Company: ADAMSON PUMP & DRILLING (No. 457)

Card Hold Name: DAVID K ADAMSON SR (No. 4135)

Certifying Official: DAVID K ADAMSON SR (No. 4135)

Date Received: Jun 23 2005

Date Approved:

Date Inspected:

Completed Depth: Drilled Depth: Surface Diameter: 12 inches

Primary Flow Depth: Overall Temp: Static Water Level:

Head Pipe Length: Tail Pipe Length Production Rate:

Closed in Pressure: Bottom Hole Temp: Low Temp Geothermal: NO

Control Device Desc:

Access Port Desc:

Casing

From	To	Diam	Type	Gauge	Join Type	Material
39	47	20	Casing	0.75	Welded	Steel

4	265	12	Casing	0.75	Threaded	PVC
---	-----	----	--------	------	----------	-----

Seal

From	To	Material	Amount	Method
0	18	Bentonite chips	1 cu yd	Pour
0	263	bentonite grout	1770 gal	pressure grout
263	265	Bentonite chips	5 cu ft	Pour

Screen

From	To	Dia	Type	Slot Size	# of Slots	Material	Perforation Meth	Screen Type
231	248	8	Screen	.025		Stainless steel		
248	268	8	Screen	.020		Stainless steel		
268	288	8	Screen	.015		Stainless steel		
288	313	8	Screen	.020		Stainless steel		
313	335	8	Screen	.035		Stainless steel		
335	353	8	Screen	.020		Stainless steel		
353	370	8	Screen	.025		Stainless steel		
370	390	8	Screen	.020		Stainless steel		
390	408	8	Screen	.035		Stainless steel		

Lithologic Layer

From	To	Diam	Water	Color	Material	Texture
------	----	------	-------	-------	----------	---------

Drive Shoe

Depth	Test Description
39	no

RECEIVED

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

JUL 21 2005

WATER RESOURCES
WESTERN REGION

CONSENT ORDER AND AGREEMENT

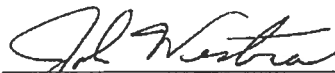
Notice of Violation No. 457-1-W-2005 was issued to Adamson Pump & Drilling (Respondent) pursuant to Section 42-1701B, Idaho Code. The Department and Dave Adamson of Adamson Pump & Drilling agreed to resolve the notice of violation at a compliance conference held on July 12, 2005, by entering into a consent order and agreement. IT IS HEREBY ORDERED that the following action shall be taken by Adamson Pump & Drilling, prior to August 12, 2005.

Submit the following to the department:

- 1) A Well Driller's Report for the Town Ranch test well (submitted 6-23-05)
- 2) A Drilling Permit Application and \$200 fee (submitted 6-23-05)
- 3) A Civil Penalty totaling \$400, (\$400 of the original penalty will be suspended)

Adamson is aware that the \$400 suspended portion of the Civil Penalty may be reinstated if any additional violations occur within one year of the date of this agreement. Additionally, Adamson acknowledges that failure to comply with the terms of this agreement may be cause for the department to initiate a civil enforcement action through the office of the Attorney General or to suspend driller's license No. 457. All other issues related to this NOV are resolved by this consent agreement.

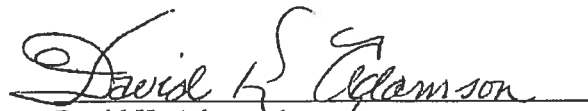
Dated this 12th day of July 2005.


John Westra
Western Region Manager

CONSENT

Respondent acknowledges the facts set forth herein and accepts the terms and conditions of this Order. These terms shall become effective upon execution by the parties. Respondent consents to the issuance of this Order and waives any right to contest its provisions.

Signed this 20 day of July, 2005.


David K. Adamson
Adamson Pump & Drilling

W033195 \$400- 7/21/05



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-4150
FAX (208) 334-2348

RECEIVED

JUN 08 2005

Department of Water Resources

NOTICE OF VIOLATION

DIRK KEMPTHORNE
Governor

KARL J DREHER
Director

June 8, 2005

David K. Adamson
Adamson Pump & Drilling
1320 Smith Avenue
Nampa, ID 83651

RE: Notice of Violation #457-1-W-2005

Dear Mr. Adamson:

The purpose of this letter is to notify you of violations of both State Law and Administrative Rules attributed to your drilling company. This Notice of Violation (NOV) is issued pursuant to Section 42-1701b, Idaho Code. The violations are associated with a well drilled for Town Ranch, L.P. under the direction of Mr. Ed Squires of Hydrologic, Inc. apparently as a "Test" hole. The well was drilled between February 11th and February 24th, 2005, and is located in the NW ¼ of the SE ¼ of Sec. 20, Twp. 4N, Rge. 2W, Canyon County. The violations specifically attributed to your drilling company include the following:

- 1) Failure to obtain a drilling permit as required by Section 42-235, Idaho Code.
- 2) Failure to submit a well driller report as required by Section 42-238(11), Idaho Code.
- 3) Failure to maintain a copy of the drilling permit at the site as required by Rule 50.01 f
- 4) Failure to attach the well I.D. tag to the well as required by Rule 50.01.k

The department requires corrective action from your company pursuant to this NOV. Your company is hereby required to obtain a drilling permit (\$200 fee) and submit the well log for the subject well within 10 days of receipt of this letter. No well I.D. tag will be issued for this well since the well is presently being modified into a production well under a separate drilling permit. The department seeks payment of a civil penalty in the amount of \$800 total for the violations stated above (No. 1 - \$500 and \$100 ea. for No 2, 3&4). You may request a compliance conference concerning this NOV within 14 days of receipt of this notice. Failure to comply with the requirements of this NOV may be cause for the department to initiate a civil enforcement action through the attorney general or take action to suspend your well driller's license. Please direct any questions you have regarding this matter to me at this office.

Respectfully,

John Westra
Manager, Western Region

Cc; Homan, Squires, Slifka, Town Ranch L.P.

REAL PROPERTY INQUIRY

```

+++++
01 6R34128-000- -0 054-00 SCH139+ 01 33,900 39.00
+++++
19 1.65
TOWN RANCH, LP
+
+
+
+
+
2344 DUNYON
+
EAGLE ID 83616
+
+++++
20-4N-2W SE + TOTAL 33,900 40.65
W 1/2 SE-W OF RR LS TX 1,4 & LS ++++++
TX 7 & 00366-S OF WEYMOUNT LATERAL + SURVEY INST 200219946
+ DRAIN DR VALUE APPR BWL
+ CLASS REAP 01 MAN UNIT 0
+ PARCEL 6R04N02W208550 H/O N C/B N
+ PRIOR ACCOUNT 5R34128-000- -0
+ 02 MH on Property NO

```

MODE:F ACTION:

TRAITS INQUIRY

TRQK318

ACCOUNT NUMBER R34128000 0 UNIT 001 TOTAL UNITS

```

SITE HWY 20-26 CA SEC/TWN/RNG 20-4N-2W
ASSESSED VALUE 33,900 ACREAGE 40.65
SUB/PARK NAME YEAR/MAKE
CLASS NO BUILDING CLASS SPACE LOT BLOCK
+++++
YR BUILT 0 AIR COND AIR - NONE CARPORT N
STORY NO BLDG HEATING CARPORT SQ FT
FIRST SQ FT 0 EXTERIOR UNKNOWN DECK/PATIO? N
SECOND SQ FT ROOF UNKNOWN POOL? N
BEDS 0 BSMT SQ FT SPA? N
BATHS .00 % BSMT FIN LOT SIZE
FRPLC 0 GARAGE N NEIGHBORHOOD 0
GARAGE SQ FT

```

COMMENTS

```

MOBILE HOME ONLY
WIDTH/LENGTH
EXPANDO

```

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-31793

03/01/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
2294	Water Right	04N	02W	20	NW	SE		IRRIGATION		PIONEER IRRIGATION DISTRICT
~~11793~~	~~Claim~~	~~04N~~	~~02W~~	~~20~~	~~NW~~	~~SE~~		~~COMMERCIAL~~		~~TOWN RANCH LP~~
2294	Water Right	04N	02W	20	SW	SE		IRRIGATION		PIONEER IRRIGATION DISTRICT
~~11793~~	~~Claim~~	~~04N~~	~~02W~~	~~20~~	~~SW~~	~~SE~~		~~COMMERCIAL~~		~~TOWN RANCH LP~~
11399	Water Right	04N	02W	20	SW	SE		COMMERCIAL		LONGVIEW FIBRE CO
8999	Water Right	04N	02W	20	SW	SE		DOMESTIC		SILVER TIP CELLULOSE INSULATION C

No overlap -
separate POUs

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-8796

WATER RIGHT NUMBER: 63-8796

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WYOMA HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642
Current Owner	FRANK N HAM 4415 N LOCUST GROVE MERIDIAN, ID 83642

Priority Date: 05/09/1977

Basis: License

Status: Active Transferred

<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	3/15 to 11/15	1.050 CFS	306.00 AF
	<u>Total Diversion:</u>	1.050 CFS	306.00 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		15.0	7.0		29.0			17.0									68.0

Total Acres: 68

Conditions of Approval:

1. R32 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 irrigation of the lands above.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-8796

Comments:

1. pskaggs 8/13/2003 8:19:08 AM Approved Transfer 70628

Comment: Approved transfer 70628 is associated with all or part of this Right and the following records.

Claim 63-31723 0.99 cfs 288 afa 64 total acres

Claim 63-31724 0.06 cfs 11.3 afa 0 total acres

Water Supply Bank:

Receipt Details for ID C008822

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
8/3/1989 12:09:50 PM	8/3/1989	State	\$22.00	Check
Payer	WYSAN TURF FARM			

Account Information:

Check #	Account #	Credit Card name	Authorization #
2268			
Card Expiration Date	Credit Card Transaction #		

Comment PROOF OF BENEFICIAL USE FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$272.00	ADJUDICATION FEE	410162	9337		6490	6490
\$100.00	PROOF OF BENEFICIAL USE FEE	610122	1238		6490	6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	9972		\$80.00	Claim
63	10566		\$74.00	Claim
63	8796		\$118.00	Claim

Print Report

03/05/2004

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

RIGHT NUMBER: 63-31793

NAME AND ADDRESS: TOWN RANCH LP
2344 DUNYON
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.230 CFS
44.300 AFY

The total instantaneous diversion of water from all points of diversion under this right shall not exceed .23 cfs, nor total combined annual volume of 44.3 af.

PRIORITY DATE: 05/09/1977

POINT OF DIVERSION:

T04N R02W S20 NWSE Within CANYON County

T04N R02W S20 SWSE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
COMMERCIAL	01/01 12/31	0.230 CFS 44.30 AFY

PLACE OF USE: COMMERCIAL Within CANYON County

T04N R02W S20 NWSE T04N R02W S20 SWSE

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.

The right holder shall accomplish the change authorized by Transfer 70905 within one (1) year of the date of this approval.

EXPLANATORY MATERIAL: License

Commercial use is for a concrete manufacturing plant.

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

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

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

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



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

June 21, 2004

HYDRO LOGIC INC
ATTN: ED SQUIRES
1002 W FRANKLIN ST
BOISE ID 83702

RE: Notice of Change in Water Right Ownership No. 63-31793

Dear Ed:

This office has received the Notice of Change of Water Right Ownership (enclosed), recently submitted on behalf of Town Ranch LP. It was determined that this Change of Ownership form was indeed, unnecessary. The Application for Transfer previously filed has since been approved, and the above referenced claim is already in the name of Town Ranch LP. I have enclosed a copy of the profile report for your records.

In addition, as we discussed over the phone, it was brought to my attention that the Department requires the Notice of Change in Water Right Ownership form to be signed by the *claimant*. The Change of Ownership represents an amendment of the claim, which requires the signature of the claimant; or a person with authority documented, such as Power of Attorney.

Thank you for your patience and cooperation. If you have any questions regarding this letter, feel free to contact this office at (208) 334-2190.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region

DB: db

Enclosures

Buffington, Denise

From: Shurte, Jan
Sent: Thursday, June 17, 2004 2:30 PM
To: Buffington, Denise
Subject: FW: Change of Ownership Signature

Heres' our official answer. I would send this one back. Jan

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

From: Shaff, Don
Sent: Thursday, June 17, 2004 2:13 PM
To: Shurte, Jan
Subject: RE: Change of Ownership Signature

You are correct. His signature may work for a transfer application, but the change of ownership is effectively, an amendment of the claim, which requires the signature of the claimant. The rules are clear the claimant must sign or a person with authority documented as in a power of attornye to sign for the claimant. Even attorneys get the claimant to sign claims.

Good luck,

Don Shaff

dshaff@idwr.state.id.us

208-327-7932

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

From: Shurte, Jan
Sent: Thursday, June 17, 2004 12:13 PM
To: Shaff, Don
Subject: Change of Ownership Signature

Hi Don,

Ed Squires, consultant, signed a change of ownership for the new owners. We told him we needed new owners signature, however, he said that he has signed transfers before for new owners and submitted it anyway. Doesn't he need a power of attorney or something to sign? That's what my understanding is, but I just wanted to check because of his transfer statement.

Thanks,
Jan

Hydro Logic, Inc.

1002 W. Franklin Street, Boise, ID 83702 (208) 342-8369, (Fax) 342-3100, hydrologic@qwest.net

June 14, 2004

Ms. Denise Buffington
State of Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED
JUN 17 2004
WATER RESOURCES
WESTERN REGION

Dear Denise:

Attached, please find the Change of Ownership form for water right No. 63-31793. I feel that the form may be unnecessary because it appears that the transfer process, and the new water right numbering system for transfer splits, has already accounted for this change. To ensure that all bases are covered, I am submitting the form anyway. Would you please see that this gets added to the file and that all aspects of the change are correct and in order. Attached please find the following documents:

- 1) Change of Ownership form for water right No. 63-31793.
- 2) Copy of recorded Water Right Grant Deed and Assignment.
- 3) An annotated aerial photograph showing the land appurtenant to the original water right No. 63-8796 that was split by transfer resulting in water right No. 63-31793.
- 4) A copy of the original water right License in the name of Frank N. and Wyoma Ham.

Please call me direct at 342-8369 with any questions you may have concerning the change. Thank you for your attention to this matter.

Respectfully,

Ed Squires



c: Town Ranch, LP

SCANNED
JUN 18 2004

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

**RECEIVED
JUN 17 2004
WATER RESOURCES
WESTERN REGION**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-8796	63-31793	X			

2. The following **REQUIRED** information must be submitted with this form.

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Frank N. Ham and Wyoma Ham
4415 N. Locust Grove, Meridian, Idaho 83642
4. New Owner/claimant(s) Town Ranch, LP and/or Cal Low
Name Connector (Check one): [] and, [] or, [X] and/or
- New Mailing Address 2344 Dunyan
- City, State and Zip Code Eagle, Idaho 83616
- New Telephone Number (208) 939-8884
5. Date you acquired the property March 4, 2004

**SCANNED
JUN 18 2004**

GIVENS PURSLEY LLP
601 W. Bannock Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701-2720
Attn: Jeffrey C. Fereday

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/25/04 11:21 AM
DEPUTY Kathy Ingraham
RECORDED - REQUEST OF
Calvin Low
AMOUNT 12.00



4

WATER RIGHT GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, Grantor Renata Ham and Stonecreek Turf of Meridian, Idaho, hereby grant, bargain, sell, and convey unto Town Ranch, LP, an Idaho limited partnership ("Grantee"), whose address is 2344 Dunyon, Eagle, Idaho 83616, all of Grantor's right, title, and interest in and to the following portion of licensed irrigation ground water right no. 63-8796:

The approximately 22 percent (15/68) portion of water right no. 63-8796 that is appurtenant to a total of 15 acres in the north half of the SE¼ of the NW¼, and the south half of the NE¼ of the NW¼, all in section 31, T4N, R1E, Boise Meridian, in Ada County, which 15 acres are generally depicted on Exhibit A, attached hereto. This 15-acre portion of ground water right no. 63-8796 is referred to herein as the "Water Right."

Grantor hereby further assigns to Grantee all of Grantor's right, title, and interest in and to the above-described 15-acre portion of the license for ground water right no. 63-8796 issued by the Idaho Department of Water Resources, a copy of which is attached hereto as Exhibit B, together with a like portion of Grantor's right, title, and interest in and to any claim for the Water Right filed in the Snake River Basin Adjudication ("SRBA"), District Court of the Fifth Judicial District, 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 such court.

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

[End of Text]

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

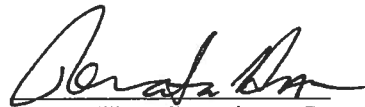
IN WITNESS WHEREOF, Grantor has caused her name to be subscribed to this Grant Deed effective the 4 day of March, 2004.

GRANTOR

RENATA HAM
STONECREEK TURF,
a sole proprietorship



Renata Ham

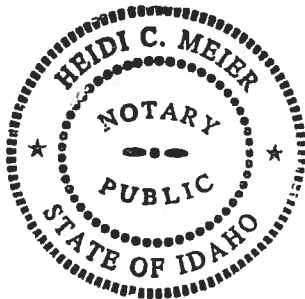


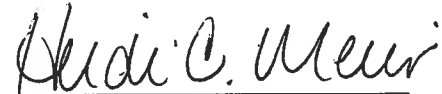
Renata Ham, Proprietor, Stonecreek Turf

STATE OF IDAHO)
) ss.
County of Ada_)

On this 4 day of March, 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Renata Ham, known or identified to me to be the person who executed the above Grant Deed, and acknowledged to me that she executed the same on her own behalf and on behalf of Stonecreek Turf, a sole proprietorship.

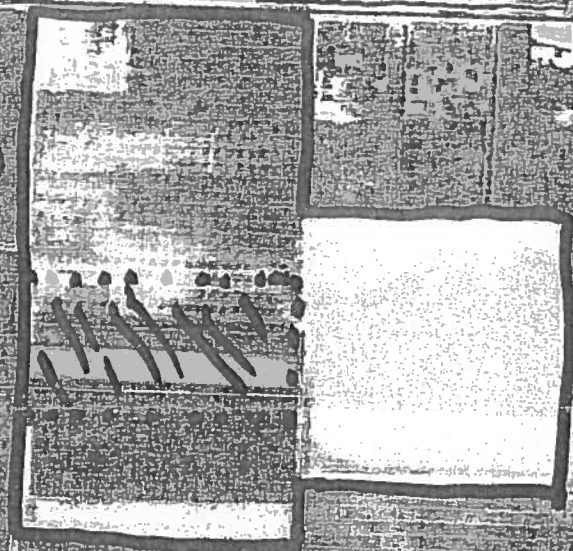
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public for Idaho
Residing at: Borise
My commission expires: 9/29/04

imagery - Summer 2000

63-87967



15 Acres in the N 1/2 of
the S/E 1/4 of the N/W 1/4 and
the S 1/2 of the N/E 1/4 of
the N/W 1/4 of 31-4N-1E

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 1st day of July, 1988.

NOTARIAL SEAL

[Signature]
Director

JUL 06 1988

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	NEW 29	SEW 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.

WATER RESOURCES

Director

JUL 06 1988

State of Idaho
Department of Water Resources

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

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): 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

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.

RECEIVED
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 CW 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

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

RECEIVED

JAN 26 1982

63-8296

Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	Department of Water Resources	MARKS
☐ Appointment letter mailed:				
☐ Telephone call made: (List Telephone No. used)	5/11/82	JG		
☐ Appointment scheduled for: (Date, time, location)	5/12/82	JG		
	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:

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

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

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

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	7836996	BADGER	EXCEL.	
BOOSTER	2.5	FRANKLIN	S-8M2	PUZZI	NO #	WHEEL		

System Description SEE REMARKS
BOOSTER PUMP, CENTURY 25HP #6 - 321200-01
CENTRIFUGAL PUMP SERIAL # 7836996 - 25HP #6" pipe &
WHEEL SPRINKLERS 10" pipe

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

RECOMMENDED AMOUNTS

USE	Irrigation requirement =	AFA/Acre	FROM	TO
IRRIGATION - 70 AC	1.04 cfs	315 AF	3/15	4/15

(BOOSTER PUMP) Total 1.04 cfs 315 AF
Remarks 25 HP MOTOR, S-8M2 - FRANKLIN, PUZZI pump
44' pump set.

PERMIT #63-8439 IS FOR ADDITIONAL PROPERTY.

NOT FILLED

JUL 06 1982

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

Permit No.

1. Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$\frac{470 \text{ gpm}}{448.8} = 1.047 \approx 1.05 \text{ cfs}$$

68 ac. x 0.02 cfs = 1.36 cfs - system will
not produce water
enough

b) Volume Calculations for Irrigation:

$$\begin{aligned} V_{IR} &= (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 4.5 = 306.0 \\ V_{DR} &= [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.983 = 10.5 = 510.3 \\ V &= \text{Smaller of } V_{IR} \text{ and } V_{DR} = \end{aligned}$$

c) Volume Calculations for Other Uses:

2. Overlap Review

a) Other water rights with same place of use: 63-3000, 63-01611, 63-9150,
63-8000, 63-10479, 63-8439, 63-8695 ← *see below*

b) Other water rights with same point of diversion: 63-8000, 63-9150, 63-9972
gw gw gw

c) Analysis:
① 63-8000 - pld & plu are north of the pld shown on this rt. per exams; no overlap
② 63-9150 - permit - also being licensed - no overlap; system is north of this one per exam.
③ 63-9972 - permit, also for Ham - no proof in file - use will be on adjoining lands. no overlap.

④ Recommend R32 for all possible plu overlaps - no pld overlaps except permit for Ham's unsubstantiated no proof.

JUL 04 2003

KW

30 day
P/U

Approved in State Office by _____

JUL 06 1988

THE FILM

1281-13-88

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: Allow 1.20 cfs
a. 1.40 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 _____ (Mo. Day) inclusive.
 - 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:

TWP.	RANGE	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		22			40	8											70

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

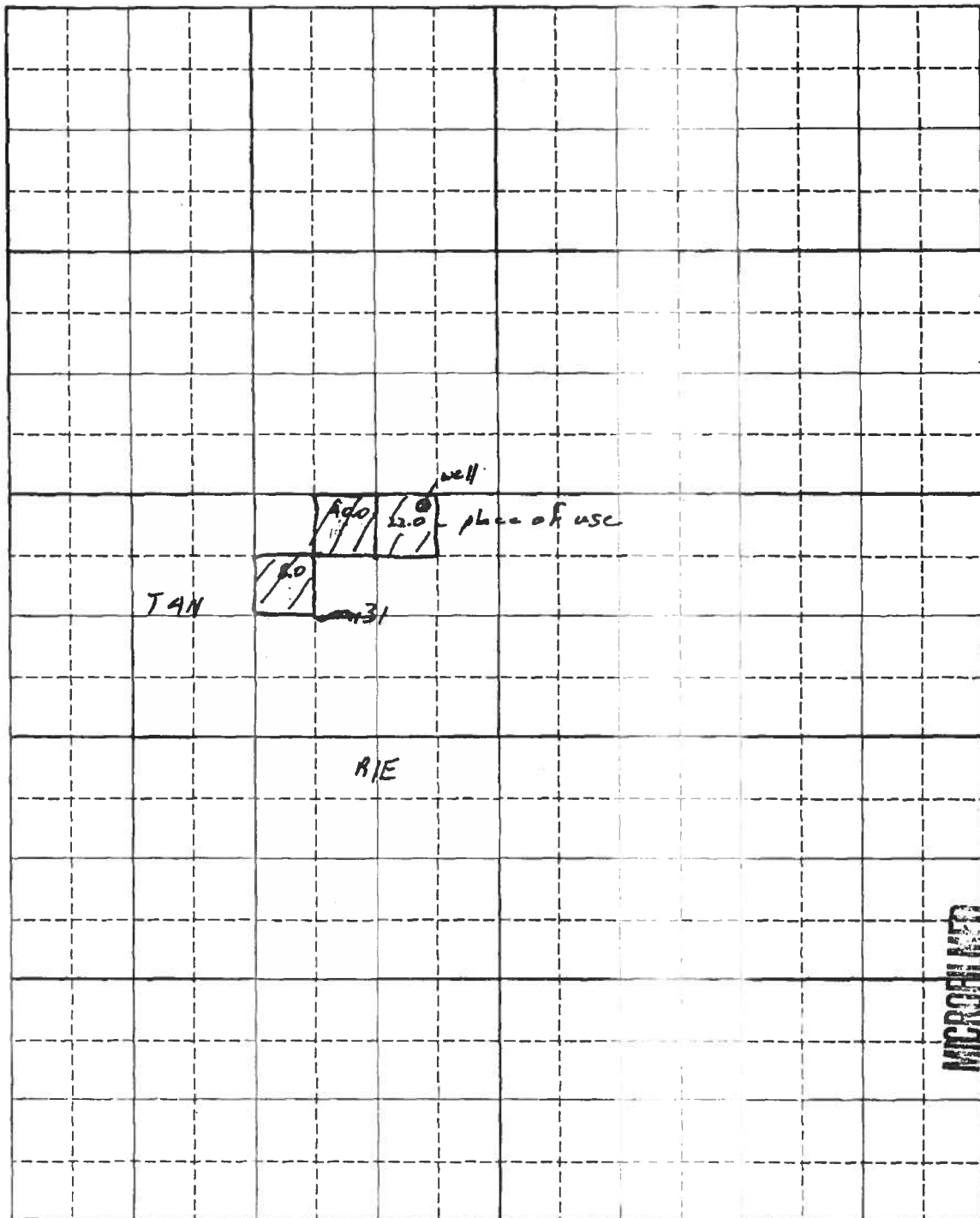
9. a. Who owns the property at the point of diversion Applicant

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.

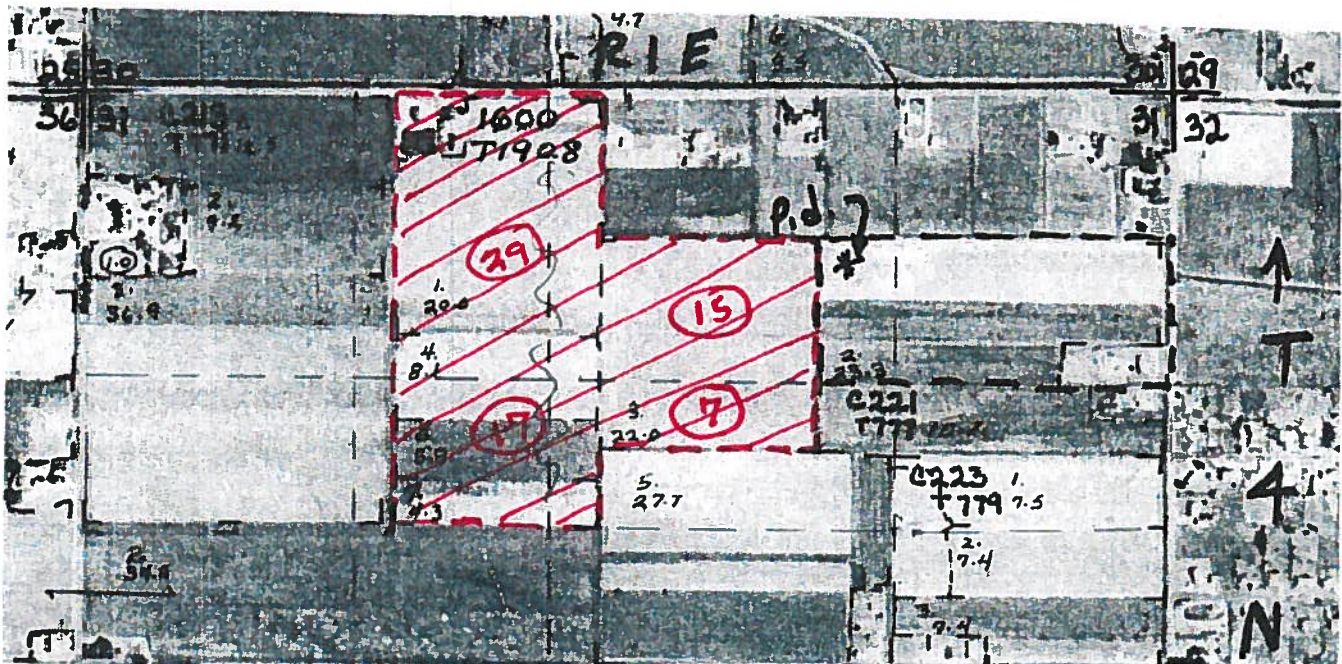
Leah M. Ham
(Applicant)

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

Kay & Trine
Calc's
1-12-68

