

05/26/2005

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

RIGHT NUMBER: 63-31823

NAME AND ADDRESS: DONALD B JENSEN
9551 W HIGHWAY 52
EMMETT ID 83617

CHARLOTTE JENSEN
9551 W HIGHWAY 52
EMMETT ID 83617

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.760 CFS
697.500 AFY

PRIORITY DATE: 05/20/1961

POINT OF DIVERSION:

T05N R01W S33 SWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

2.760 CFS
697.50 AFY

PLACE OF USE: IRRIGATION Within ADA County

T04N R01W S04 Lot 2 NWNE 40.0

T04N R01W S04 Lot 3 NENW 40.0

T05N R01W S33 SESW 40.0

T05N R01W S33 SWSE 35.0

155 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Beneficial Use

This right is a split from former right 63-15776.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

Idaho Department of Water Resources



T04N, R01W,
S4 &
T05N, R01W,
S33



Place of Use



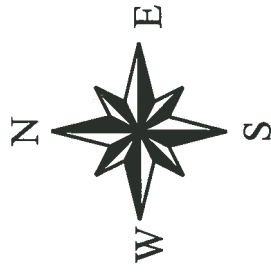
Section Lines



1/4 1/4

● Point of Diversion

Acres Irrigated = 155.0



Claim No: 63-31823
Prepared By: Kimberly Brown
Date: May 25, 2005

1987 NAPP

05/20/2005

IDAHO DEPARTMENT OF WATER RESOURCES
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SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.760 CFS
697.500 AFY

PRIORITY DATE: 05/20/1961

POINT OF DIVERSION:

T05N R01W S33 SWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	2.760 CFS 697.50 AFY

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.

PLACE OF USE: IRRIGATION Within ADA County

T04N R01W S04	lot 2 NWNE	40.0	T04N R01W S04	lot 3 NENW	40.0
T05N R01W S33	SESW	40.0	T05N R01W S33	SWSE	35.0

155 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Beneficial Use

This right is a split from former right 63-15776.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

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 63-31823
Date Received: 8/9/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DONALD B JENSEN Phone: (208)286-7374
9551 W HIGHWAY 52
EMMETT ID USA 83617

CHARLOTTE JENSEN Phone: (208)286-7374
9551 W HIGHWAY 52
EMMETT ID USA 83617

2. Date of Priority: 05/20/1961

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01W	33	SW SE	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	2.76	697.5

7. Total Quantity Appropriated is:
2.76 C.F.S. and/or 697.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01W	4	NW	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
					Section Acres	80
05N	01W	33	SE	SW	IRRIGATION	40
			SW	SE	IRRIGATION	35
					Section Acres	75
					Total Acres	155

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

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.

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.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

15. Basis of Claim: Beneficial Use

WATER RIGHT NO. 63-31823

As Modified by Transfer No. 70979

In accordance with the approval of Transfer No. 70979, Water Right No. 63-31823 is now described as follows.

Right Holder: DONALD B JENSEN Or
CHARLOTTE JENSEN
9551 W HIGHWAY 52
EMMETT ID 83617

Priority Date: May 20, 1961

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	2.76 CFS	697.5 AF
			2.76 CFS	697.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SWSE Sec. 33 Twp 05N Rge 01W 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 01W 4			40.0		40.0												80.0
05N 01W 33											40.0				35.0		75.0

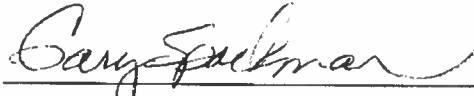
Total Acres: 155

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.
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. Use of this right is combined with water from Farmers Union Ditch Company Ltd.

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 13th day of April, 2004


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 70979

This is to certify that: M & J ENTERPRISES INC

3701 HWY 16
EAGLE ID 83616
(208)286-0566

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>
63-15776	AJC/Beneficial Use	05/20/1961	2.85 cfs	720 af	N/A	160.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

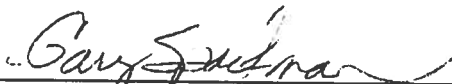
<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-15776	YES	NO	YES	YES	YES	YES

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>
63-15776	63-31824	0.09 cfs	5.9 af	N/A	N/A	63-31823	2.76 cfs	697.5 af	N/A	155.0
COMBINED										
TOTALS		0.09 cfs	5.9 af	N/A	N/A		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 13th day of April, 2004



Chief, Water Allocation Bureau

(Internet)

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

70979

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

RECEIVED

DEC 16 2002

WATER RESOURCES
WESTERN REGION

Name of applicant M & J ENTERPRISES INC Phone 208-286-0566

Post Office address 3701 Highway 16, Eagle, ID 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 the reason for the proposed changes LAND CURRENTLY BEING FARMED WILL BE DEVELOPED INTO A SUBDIVISION. PURCHASER OWNS ADJACENT PROPERTY WHICH WILL BE DEVELOPED INTO A WINERY. SOME OF THE IRRIGATION USE WILL BE CONVERTED TO COMMERCIAL USE FOR THE WINERY

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
6315776	5/20/1961	0.1 cfs / 18.2 AF	Commercial	JAN 1 to DEC 31

2. Total amount of water being transferred 0.1 cubic feet per second and/or 10.2 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:

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	
5N.	1W	33														C			5 Ac.
																TOTAL			5 Ac.

PART 1**8. General Information:**

- a. Description of diversion system TWO WELLS WILL BE DRILLED FOR A
SUBDIVISION WILL BE CONNECTED TO WINERY WHICH M&J
ENTERPRISES WILL BE CONSTRUCTING Permit No. 31511
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. ATTACHMENT "C"
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
A PORTION OF THE IRRIGATION LAND WILL BE RETIRED. RETIRED LAND
WILL BE CONVERTED TO PAVED ROADWAYS, CONCRETE OR ASPHALT
DRIVEWAYS
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 19____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

ATTACHMENT "D"

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-15776 on file with the Idaho Department of Water Resources.
- d. 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 SALES CONTRACT

3. Source of water GROUND WATER tributary to _____

4. Date or priority 5/20/1961

5. Water is used for the following purpose:

amount 3,200 cfs for IRRIGATION purposes from 3/15 to 11/15
(cfs/ac-ft)
amount 0.03AF for IRRIG. FROM STORAGE purposes from 3/15 to 11/15
(cfs/ac-ft)
amount 0.03AF for IRRIG. STORAGE purposes from 3/15 to 11/15
(cfs/ac-ft)

6. Total amount of water under right 3,200 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

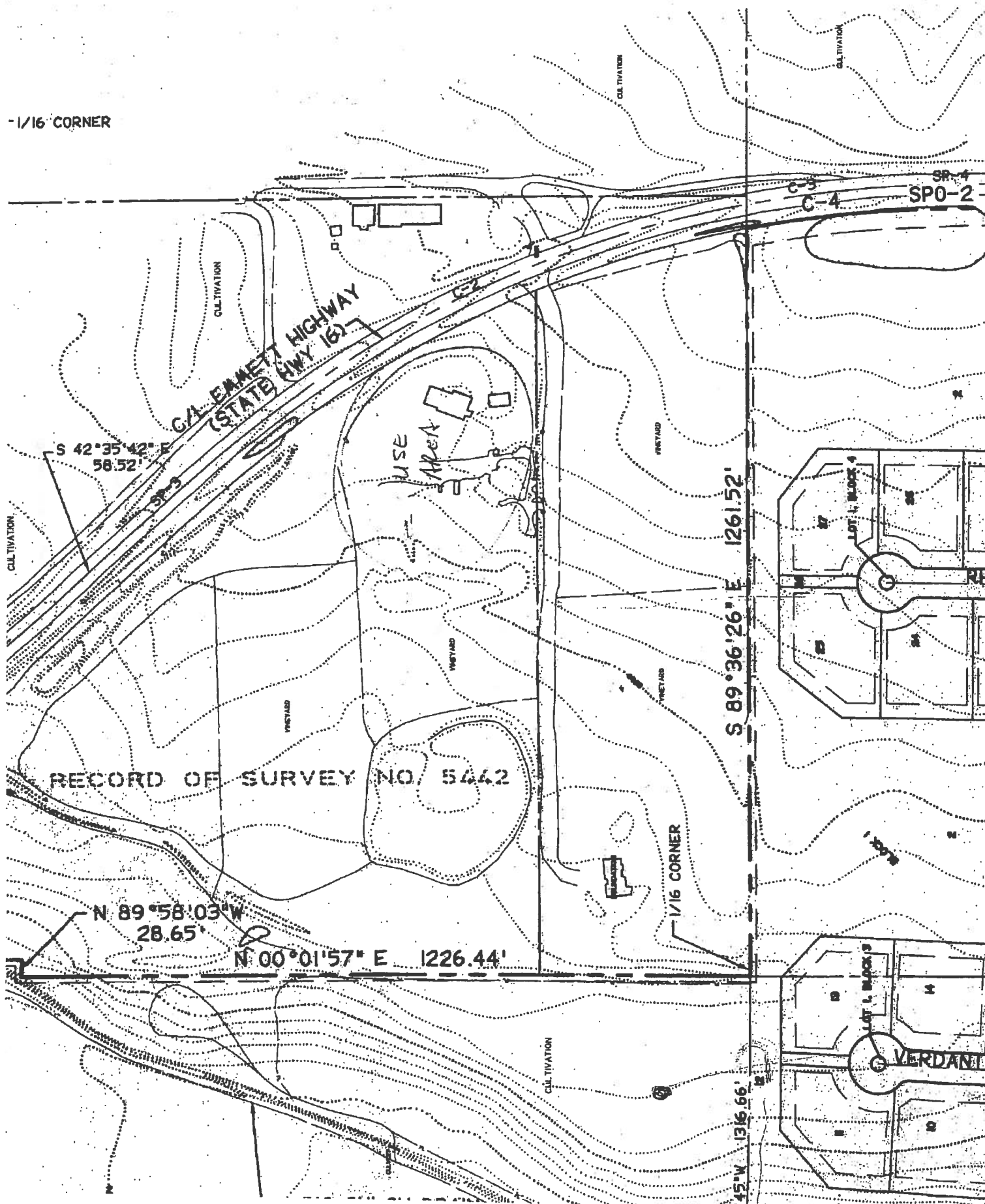
Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SE	33	5N	1W	ADA	IRRIGATION WELL

8. Lands irrigated or place of use:

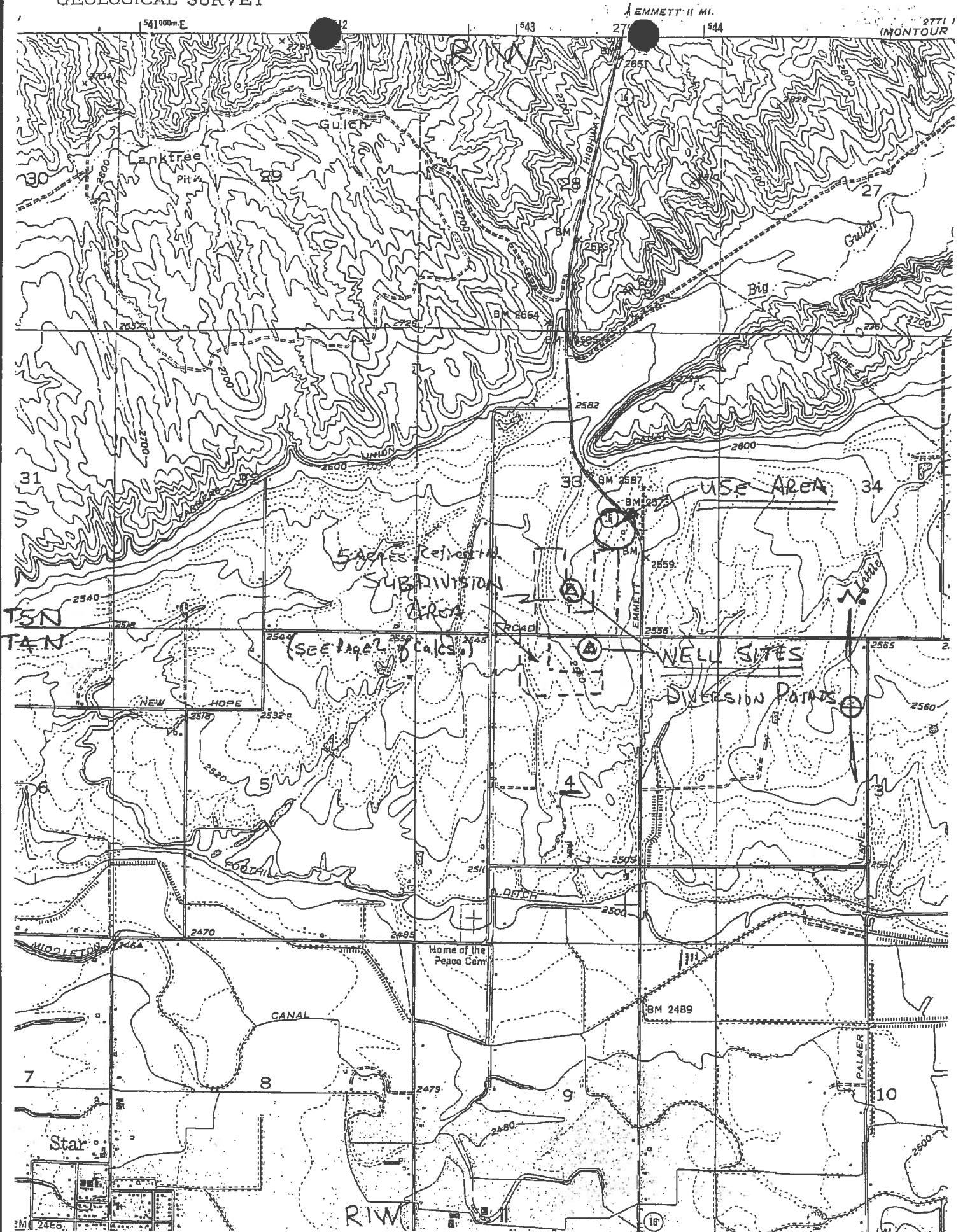
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	1W	4		40			40												80
5N	1W	33										40				40			80

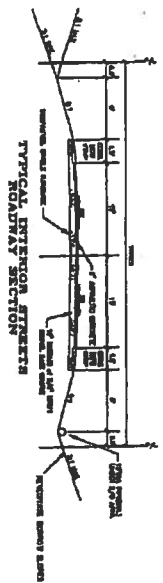
Total acres 160

-1/16 CORNER

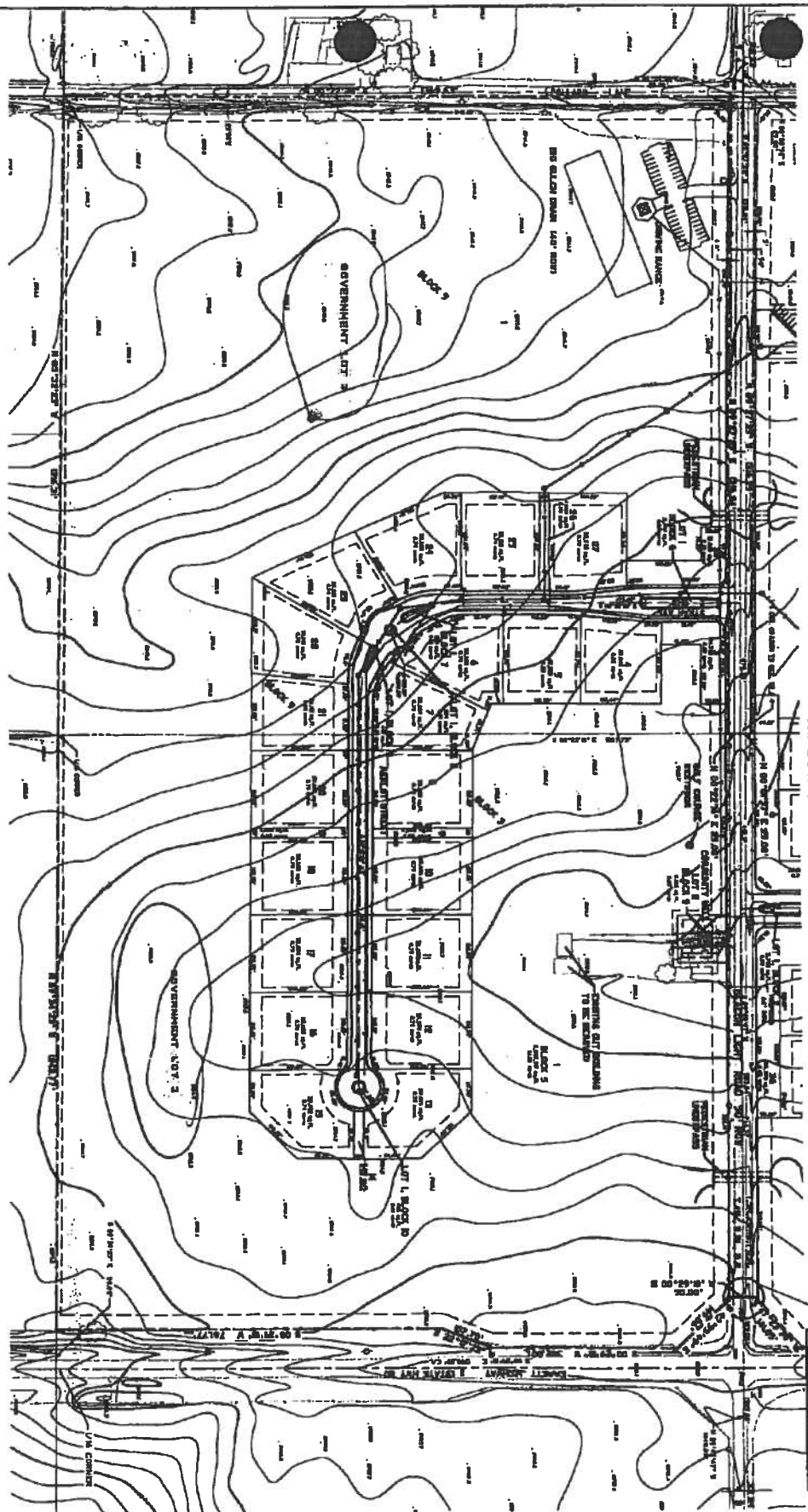
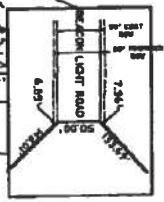
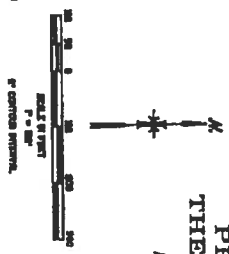
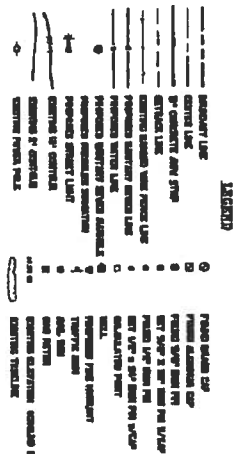


GEOLOGICAL SURVEY





- NOTES:**
1. ALL STORM DRAINAGE TO BE RETAINED ON SITE.
 2. STREET IMPROVEMENTS TO BE BUILT TO A.C.H.D. STANDARDS.
 3. ALL LOTS ARE FOR SINGLE FAMILY DWELLINGS ONLY.



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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	COMMERCIAL WINERY	0.1 cfs / 5.6 AF	8 hrs/day / 312 days / yr	JAN 1 to DEC 31

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

APPROXIMATELY 5 AF OF WATER will pass through the winery and testing room operation and will be disposed in SANITARY SEWER SYSTEM. IT will be treated and will be used for

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

There should be no significant impact to other water use. The transferred water will be from Retired Land which will be developed in Trillis subdivision and will be made impervious by construction of Roads, Houses, driveways, Patios and other residential uses.

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 16th day of December, 2002

My commission expires 6/21/03

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by DAV Date 12-16-02 Protest filed by _____

Prelim. check by DAV Fee \$100.00 W029439

Receipted by DAV Date 12-20-02

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 _____

1 2
B. Rees
11-27-02

TRENDS SUBDIVISION WATER RIGHTS TRANSFER

Demand for Commercial Winery

0.1 cfs or 5.6 Acft/year.

IRRIGATION Water Rights.

Diversion Rate 3.200 cfs.
on 160 Acres.

BASED on Rate reduction would be

$$160 \text{ Acres} \times \frac{0.1}{3.2} = 5.0 \text{ Acres}$$

Consumptive use estimate using Agrimet. (See Attachment "A")

Crop	Acres	Method	Application eff%	Evapotranspiration for Crop Inch/year	Diversion Vol AF/ANNUM	Cap Use AF/ANNUM
Alfalfa	160	Sprinkler	75%	43.60	775.11	581.33

Acres 160
AF Diverted /ANN. 775.11
AF Consumed /ANN. 581.30

AF Diverted /Acre = 4.84
AF Consumed /Acre = 3.63

Consumed For 5 Acres 5 Ac x 3.63 AF = 18.2 AF/ANN

Line "B", 1 & 2"

2 2
B. Reas
11-27-02

TROLLIS SUBDIVISION IMPERVIOUS AREAS.

PER LOT

House Minimum 2800 = 70' x 40'
use 2' eves. 74' x 44' = 3256 ft²

Garage 3 car 20' x 40' = 800

Patio 10' x 20' = 200

Drive way. 30' x 35' = 1050'

5306 ft² x 48 units = 254,688 ft²

Streets TOTAL

4301 LF x 31' width.

146,234

146,234 ft²

400,922 ft²

400,922 ft² ÷ 43,560 = 9.2 Acres

9.2 Acres Retired > 5 Acres transferred water rights

OKAY

Calculate Supplemental water use for growing Alfalfa

See Attached Supplemental Water Use Calculations Summary

Water Right Allowable	720 AF
94 Farmer Union Supply	531.9 AF
Diverted From Well	108.1 AF

Less Amount to be transferred	18.2 AF
-------------------------------	---------

Supplemental Water Remaining.	169.9 AF
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CONSUMPTIVE USE ESTIMATION USING AGRIMET
 FROM AGRICULTURE CROP WATER USE SUMMARY 1988-2001
 US BUREAU OF RECLAMATION PACIFIC NORTHWEST REGION

EVALUATION FOR TRANSFER : M & J ENTERPRISES
BY: BILL REES
DATE: 11/27/02
AGRIMET REPORTING SITE NAMPA, IDAHO

2001 IRRIGATION YEAR ATTACHMENT 'B'						
Crop	Acres	Method	Application EFF. %	IR for Crop in/season	Crop Div. Vol AF/Ann	Crop CU AF/Ann
ALF	160.00	SPRINKLER	75	43.60	775.11	581.33
	0.00	SPRINKLER	75		-	0.00
	0.00	SPRINKLER	75		-	0.00
	0.00	SPRINKLER	75		-	0.00
	0.00	SPRINKLER	75		-	0.00
TOTALS					775.11	581.33

SUMMARY OF CONSUMPTIVE USE PER AGRIMET STATION

NUMBER OF ACRES IRRIGATED:	160.00
ACRE FEET VOLUME DIVERTED PER ANNUM	775.11
ACRE FEET VOLUME CONSUMED PER ANNUM	581.33
AVERAGE ACRE FEET VOL DIVERTED PER ACRE:	4.84
AVERAGE ACRE FEET VOL CONSUMED PER ACRE:	3.63

A

Alfalfa (Mean)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	26.0	28.9	25.0	33.4	36.6	30.0
Pasture	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	21.2	23.2	21.6	26.9	29.2	24.4
Lawn	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	26.0	28.3	26.3	32.6	35.5	29.7
Winter Grain	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	22.5	21.6	21.2	25.3	28.6	23.8
Spring Grain	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	19.0	19.1	20.1	23.1	25.0	21.3
Potatoes	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	17.0	18.8	21.9	23.4	23.8	21.0

MRSO -- Madras, Oregon

Alfalfa (Mean)	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	Average
Pasture	35.6	32.6	35.5	35.5	38.2	32.1	37.8	34.1	38.2	35.4	34.7	37.2	39.7	38.4	36.1
Lawn	28.0	25.7	27.9	27.9	30.2	25.3	30.4	27.3	30.3	28.3	27.6	29.6	31.6	29.9	28.6
Bluegrass Seed	--	--	--	--	--	30.7	36.9	33.0	36.6	34.3	33.2	35.8	38.2	36.5	35.0
Winter Grain	14.2	14.9	14.4	15.4	17.3	16.0	16.2	14.9	15.1	16.3	13.9	16.5	17.4	17.6	15.7
Spring Grain	17.8	18.3	19.0	19.4	23.7	19.4	24.0	20.2	21.7	21.6	19.5	22.1	22.4	21.1	20.7
Sugar Beets	19.6	19.8	21.0	21.0	23.5	19.4	25.2	21.7	24.2	23.1	21.6	24.0	18.0	23.1	21.8
Garlic	--	--	--	--	--	--	--	24.6	25.9	24.0	26.5	23.0	25.3	31.9	25.9
Potatoes	25.0	24.2	25.1	25.6	27.9	23.3	29.8	25.4	27.4	27.0	16.3	27.5	28.9	28.3	25.8
Carrot Seed	24.3	21.5	23.7	23.6	25.7	20.5	25.9	22.4	22.2	21.1	23.0	22.5	25.0	23.9	23.2
Peppermint	--	--	--	--	16.7	13.3	13.1	9.5	8.1	7.8	8.7	8.0	7.6	9.0	10.2
New Mint	23.5	21.8	24.3	24.3	27.2	20.9	27.5	22.4	25.8	24.6	21.4	20.8	25.5	22.4	23.7
1st Year Poplar	--	--	--	--	--	--	--	24.1	26.9	23.8	25.1	22.6	26.6	26.0	25.0
2nd Year Poplar	--	--	--	--	--	--	--	--	--	--	--	--	22.4	22.0	22.2
3rd Year + Poplar	--	--	--	--	--	--	--	--	--	--	--	41.2	43.5	41.8	42.2

B

MRSA -- Mariposa, California

Alfalfa (Mean)	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	Average
Alfalfa (Mean) (New Plant)	--	--	--	--	--	--	--	--	39.0	42.4	39.9	40.9	42.5	43.6	41.4
Pasture	--	--	--	--	--	--	--	--	40.8	41.4	40.2	43.4	45.2	46.7	43.0
Lawn	--	--	--	--	--	--	--	--	30.7	33.1	31.3	32.5	33.8	34.2	32.6
Winter Grain	--	--	--	--	--	--	--	--	37.3	--	--	--	--	42.2	39.8
Spring Grain	--	--	--	--	--	--	--	--	21.4	24.1	20.6	23.3	25.3	24.8	23.3
Sugar Beets	--	--	--	--	--	--	--	--	22.4	25.4	23.5	26.7	27.8	27.6	25.6
Onion	--	--	--	--	--	--	--	--	32.1	33.8	34.0	32.4	35.7	35.8	34.0
Shenody Potatoes	--	--	--	--	--	--	--	--	27.0	28.1	27.4	27.7	29.7	29.3	28.2
Potatoes	--	--	--	--	--	--	--	--	23.5	24.5	19.6	22.1	22.6	26.9	23.2
Dry Beans	--	--	--	--	--	--	--	--	26.0	26.6	26.9	27.9	29.5	23.1	26.7
Field Corn	--	--	--	--	--	--	--	--	18.9	19.9	20.3	20.5	21.7	21.1	20.4
Spring Corn	--	--	--	--	--	--	--	--	25.1	25.3	26.0	26.2	28.9	29.1	26.8
Asparagus	--	--	--	--	--	--	--	--	20.9	20.9	21.6	21.5	23.5	23.5	22.0
Peas	--	--	--	--	--	--	--	--	31.0	32.2	31.9	30.9	31.7	35.1	32.1
	--	--	--	--	--	--	--	--	13.1	14.0	12.6	15.5	16.5	16.9	14.8



MTC, INC.

CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

707 N. 27TH ST. BOISE, IDAHO 83702-3113 (208) 345-0780 FAX (208) 343-8967



02-710

December 4, 2002

Farmers Union Canal
715 Clover Drive
Boise, Idaho 83702

Dear Sir or Madam:

I have made several attempts to reach a person by telephone at the numbers listed in the telephone book but have been unsuccessful in my tries.

I am doing some work related to 160 acres of land being Lots 2 & 3, Section 4, Township 4 North, Range 1 West and the SW 1/4 SE 1/4 and the SE 1/4 SW 1/4 Section 33, Township 5 North, Range 1 West. The property has been owned by Donald Jensen at 8661 West Beacon Light Road.

What I need are the volumes of irrigation water that Farmers Union Canal has delivered to this property for each of the past ten years.

Please mail the information to:

MTC Engineers
707 North 27th Street
Boise, Idaho 83702

Or fax to:

MTC Engineers at 343-8967

If you have questions or need additional information please call me at 345-0780.

Sincerely;

William Rees

William E. Rees, PE
MTC Engineers

ATTACHMENT "E"

Row Schriener
and
Gene Bailey

Ron Schriener
 and
 Gene Bailey

> Farmers Union Canal via telephone Answer to my letter

ON IRRIGATION WATER TO DONALD JENSEN 160 AC
ON BEACON LIGHT ROAD.

Former Union Maker's Available 12.5 shares

1 there is 11 meters (wches) from April 15 to July 1

8 Miners Inchas from July 1 to Dec. 15

In 1994 Farmers union only provided water on Alternating weeks after July 1

And there is about 10-12 Days of no consumptive use during each

Hay Cutting	10 Days	June
	10 Days	July
	10 Days	SEPT.

CALCULATE VOLUME BASED ON 1994

DAYS	April	May	June	July	Aug	Sept	Oct.
	15	31	30	31	31	30	15
Less Harvest Days			-10	-10		-10	
Less Water Cuts: 94				-10.5	-15.5	-10.5	-7.5
TOTAL Days							

$$\begin{array}{r} 15 \quad 31 \quad 20 \\ \swarrow \quad \searrow \\ 66 @ \\ 11"/\text{share} \end{array}$$

$$11^{\text{th}} \times 12.5 = 1375 \text{ Miners Inch}$$
$$8 \times 12.5 = 100 \text{ miners inch.}$$
$$137.5 \text{ min} \times 1 \text{ hr} \times \frac{1}{50} = 2.75 \text{ cfs}$$
$$100 \text{ Miner IN} \times \frac{1}{50} = 2 \text{ cfs}$$
$$2.75 \text{ } \cancel{\text{hr}} \times 60 \frac{\text{sec}}{\text{min}} \times 60 \frac{\text{min}}{\text{hr}} \times 24 \frac{\text{hr}}{\text{Day}} \div 43560 \frac{\text{sq ft}}{\text{Ac.}}$$
$$20\text{fs} \times 60 \times 60 \times 24 \div 43560 =$$

545

Λ. 51 /

3.96 AF/DW

1994 Volume

$$\begin{aligned} Vol &= 5.45 \text{ AF/Day} \times 66 \text{ Days} + 3.96 \text{ AF/Day} \times 43.5 \text{ Days} \\ &= 359.7 \text{ AF} + 172.2 \text{ AF} \end{aligned}$$

Vol₉₄ = 531.9 AF Supplied By Farmers Union to Jensen.

Water Right Allows $4.5 \text{ AF/A} \times 160 \text{ Ac} = 720 \text{ AF}$

Water Right Allowance 720 AF

1994 Farmer Union Supply - 531.9 AF

188.1 AF Diverted From Well

Is Supplemental Diverted water greater than transfer Request?

Diverted from Well 188.1 AF

Amount to be transferred 18.2 AC

169.9 AF

Yes! With 169.9 AF Supplemental Water remaining.

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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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 15776					

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) DONALD B AND CHARLOTTE JENSEN
8661 W. BEACON LIGHT RD STAR ID 83669
4. New Owner/Claimant(s) M&J ENTERPRISES INC
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3701 HIGHWAY 16
- City, State and ZIP Code EAGLE ID 83616
- New Telephone Number (208) 286-0566 or 208 939-5494
5. Date you acquired the property CLOSING 8-31-02

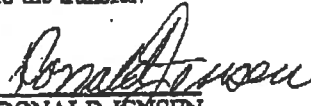
ATTACHMENT "C"

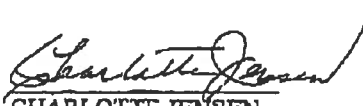
December 3, 2002

Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Dear Sir or Madam:

We, Donald and Charlotte Jensen, own a 160-acre parcel of land on Beacon Light Road, which we have a contract to sell to M & J Enterprises. The contract was signed on June 25, 2002 and will be completed in early 2003. We understand that M & J Enterprises is preparing application for transfer of a portion of the supplemental water rights on an irrigation well on the property. We are aware of the application and have no objections to the transfer.

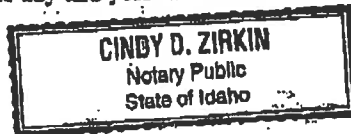

DONALD JENSEN

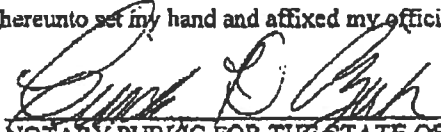

CHARLOTTE JENSEN

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 11th day of December 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DONALD and CHARLOTTE JENSEN known or identified to me to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

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




NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Meridian, Idaho
My Commission expires: March 29, 2005

Signed 6-25-02

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into by and between Donald and Charlotte Jensen, husband and wife (hereinafter "SELLER") and M&J Enterprises, Inc., by and through its President, Myron L. Kauffman (hereinafter "BUYER").

SELLER hereby agrees to sell the Property to BUYER and BUYER hereby agrees to purchase the Property from SELLER upon all of the terms and conditions specified in this Agreement:

1. Subject Property: The real property which is the subject of this Agreement is located in Ada County, Idaho and consists of four parcels totaling approximately one-hundred sixty acres (160) and is more fully described in Exhibits A, B, C and D hereto and as more fully described below.

2. Items Included in Sale: All mineral rights vested in SELLER, water and water rights, ditches and ditch rights that are appurtenant to the Property that are now on or used in connection with the Property shall be included in the sale unless otherwise provided herein. Other items included are: the well and equipment attached to well and required for operation thereof.

3. Items Excluded from Sale: irrigation system including hand, wheel and portable mainlines and other associated equipment owned by SELLER and used on the Property and the machine shed building located on the property.

4. Purchase Price: The purchase price for the Property shall be [REDACTED]. The closing date shall be on or before August 31, 2002. The Purchase Price shall be made as follows:

A. In accordance with the terms of the May 15, 2002 Amendment to Option Agreement attached hereto as Exhibit E and fully incorporated herein.

B. On or before July 15, 2002, the BUYER shall pay SELLER [REDACTED] down payment on the eighty (80) acres more particularly described in Exhibits B and C, attached hereto and fully incorporated herein.

C. Unless closing is delayed in accordance with subparagraph D of this paragraph 4, below, the BUYER shall pay SELLER the balance of the purchase price and the interest accrued as described in this agreement on or before August 31, 2002.

D. BUYER shall pay SELLER [REDACTED] each month for each month that closing is delayed beyond August 31, 2002, the first payment being due September 1, 2002 and the first of each month closing is delayed thereafter, provided that SELLER shall not extend closing beyond December 31, 2002. This payment is in consideration of SELLER'S agreement to extend the closing date and shall not be credited toward the purchase

COPY

price.

E. All payments required by BUYER to SELLER shall be made in the form of a cashier's check, wire transfer or other immediately available funds.

5. Interest: Simple interest of [REDACTED] on the balance of the purchase price shall accrue beginning July 1, 2002 until the close of escrow on the Property.

6. Prorations:

A. Real property taxes, special taxes, bond assessments and any other similar taxes and assessments imposed on the Property by any governmental agency or special district, organization or body, if any, shall be prorated as of the date of the close of escrow.

B. Option Cost will be prorated as follows: BUYER shall pay SELLER [REDACTED] beginning August 10, 2001, and every month on or before the tenth (10th) day of each month thereafter until June 10, 2002. SELLER shall credit BUYER for [REDACTED] of payments SELLER receives from BUYER described in this subparagraph B, upon closing on or before August 31, 2002, as described under paragraph 4, above. SELLER shall not be obligated to credit BUYER the remaining [REDACTED] option cost payments.

C. SELLER shall credit BUYER [REDACTED] as provided by the Amendment to Option Agreement attached hereto and fully incorporated herein as Exhibit E.

D. SELLER shall credit BUYER [REDACTED] paid to SELLER on July 15, 2002 as described under paragraph 4, subparagraph B, above.

7. Escrow: The purchase and sale of the Property shall be consummated by means of an escrow.

A. Opening: The escrow shall be opened by depositing a fully executed copy of this Agreement with Title One and/or First American Title at the direction of SELLER.

B. Closing: Escrow shall close on or before August 31, 2002, subject to the satisfaction of all contingencies set forth herein, unless extended in writing in accordance with paragraph 4, subparagraph D, above, for a reasonable period by SELLERS.

(1) The property more particularly described in Exhibit A shall be closed by Title One on or before July 1, 2002 in accordance with the terms of the Agreement attached hereto as Exhibit E.

(2) The property more particularly described in Exhibit B shall be closed by First American Title on or before August 31, 2002, with escrow opening with the deposit of the down payment described in paragraph 4, subparagraph B, above, on or before July 15, 2002.

(3) The property more particularly described in Exhibit C shall be closed by First American Title on or before August 31, 2002, with escrow opening with the deposit of the down payment described in paragraph 4, subparagraph B, above, on or before July 15, 2002.

(4) The property more particularly described in Exhibit D shall be closed by Title One on or before August 31, 2002.

C. Instructions: This Agreement shall to the extent applicable also act as escrow instructions. The parties agree to execute any additional escrow instructions required by the title companies provided the same shall be consistent with the terms of this Agreement and shall provide that as between the parties, in the event there are any inconsistencies between such supplemental instructions and this Agreement, the terms of this Agreement shall prevail unless otherwise agreed to by the parties.

D. Costs: Charges and expenses incurred in connection with this transaction are to be borne by the parties as follows:

(1) The parties agree that the expense of the ILTA Owner's title insurance premium shall be borne by SELLER and all escrow fees and charges, all recording fees, documentary transfer taxes and any other transfer taxes shall be borne by SELLER and BUYER equally.

(2) BUYER shall bear the expense of the ALTA increment of the owner's title insurance premium, if such a policy is desired by BUYER, any title insurance premiums for any title coverage requested by BUYER'S lender, if any, and any endorsements requested by or its lender, if any, together with the cost of any ALTA survey or inspection. SELLER shall also be responsible for payment of the attorney's fees for preparation of this Agreement.

(3) Any miscellaneous costs shall be borne by the parties according to custom in Ada County, as declared by the title companies.

8. Contingencies: The provisions set forth below are conditions precedent to the close of the escrow described above and unless otherwise provided expressly or by context, are also covenants. Each condition may be declared satisfied or waived only by the party or parties for whose benefit the condition is imposed. Subject to the provisions set forth below, in the event any condition imposed for BUYER'S benefit fails to be satisfied in accordance with the terms hereof through no fault of either party, SELLER shall have the option of (i) negotiating an adjustment in the purchase price with BUYER and closing the transaction under such new terms and conditions as agreed upon by the parties; (ii) waiving such condition and proceeding to close without adjustment

in the purchase price; or, (iii) terminating this Agreement and neither party shall have any further rights or obligations hereunder.

A. Title: SELLER shall cause title to all of the Property to be conveyed by Warranty Deed subject to current real property and special taxes, current assessments and other exceptions approved by BUYER in accordance with this agreement.

B. Encumbrances: With respect to existing encumbrances, BUYER acknowledges previous receipt of a preliminary title report. BUYER agrees to purchase the property when encumbrances have been removed sufficient for either Title One or First American Title to issue title insurance. If SELLER does not agree to remove exceptions objected to by BUYER, this Agreement shall terminate without further liability to either party unless BUYER thereafter agrees to accept the condition of title including such objected exceptions. If SELLER agrees to remove or modify the exception(s) objected to by BUYER, SELLER shall then have until the date for close of escrow for the Property within which to do so. Provided however, that if the exception objected to is of such a nature so that it cannot be reasonably removed by closing, SELLER shall have a reasonable time beyond closing to remove the objection, in no event to exceed one hundred eighty (180) days. Provided further, that in such event, BUYER may, at its option, elect to delay the closing until the exception objected to is removed. SELLER shall be deemed able to deliver marketable title herein required if and when Title One or First American Title stands ready to issue, upon closing, a title policy showing title vested in SELLER subject only to the standard printed exceptions of such policy and the permitted exceptions. If at the close of escrow, SELLER is not able to deliver title to the Property in the same condition as accepted by BUYER in accordance with the terms of this paragraph, then BUYER shall have the option of (i) waiving such condition and proceeding to close without adjustment in the purchase price or (ii) terminating this Agreement and neither party shall have any further rights or obligations hereunder.

9. Condition of Property: Until the close of escrow, SELLER shall maintain the property in its present condition, ordinary wear and tear excepted, and loss by casualty. Except for two (2) underground storage tanks identified by a Phase One Environmental Site Assessment conducted by Langston-Williams, Inc. and effective September 6, 2001, SELLER has no knowledge of any adverse environmental conditions affecting this property including the release or deposit of hazardous materials. For the purpose of this Agreement, the term "Hazardous Materials" shall include, but shall not be limited to: any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials; substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; or, in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws.

10. Continued use of Property by SELLER. BUYER agrees that it will not unreasonably interfere with SELLER'S business operation while SELLER is in possession of the property or any part thereof.

11. Entire Agreement/Binding on Successors: This Agreement, including any counter-offers, addenda or exhibits, constitutes the entire agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding on either party unless set forth herein. This Agreement and all of its terms and conditions shall be binding on and inure to the successors, assigns, heirs, and personal representatives of the parties hereto.

12. Acceptance: SELLER'S offer is made subject to the acceptance by BUYER, on or before 5:00 PM M.S.T. on June 25, 2002. If BUYER does not accept this Agreement within the time specified, SELLER shall have no obligations to BUYER.

13. Default: In the event the parties execute this Agreement and title to the Property is marketable and insurable and all of BUYER'S contingencies have been removed or waived and BUYER fails or refuses to comply with the terms or any conditions of sale by the date on which said term or condition is to be complied with, then:

A. The down payments, option monies previously paid, and the thirty thousand dollars (\$30,000.00) loan credit and any interest thereon shall be forfeited to the SELLER and BUYER'S interest in the Property shall be immediately terminated. SELLER shall first provide BUYER ten (10) days written notice of default, said notice shall be deemed given on the date deposited in United States mail, certified and return receipt requested and postage prepaid or on the date it is hand delivered, whichever occurs first.

14. Cash and Deed: Prior to the close of escrow BUYER shall deposit with the title companies as described in paragraph 7 of this Agreement the balance of the Purchase Price and its share of the costs provided above. SELLER shall deposit his share of any closing costs and shall cause title companies to record and deliver to BUYER the duly executed and notarized Warranty Deed and issue the Title Policy for the Property.

15. BUYER'S Authority: BUYER shall deliver certified copies of all corporate resolutions authorizing the execution and delivery of this Agreement and the payment of the Purchase Price by Myron L. Kauffman and authorizing those persons signing on behalf of BUYER M&J Enterprises, Inc. to bind BUYER, M&J Enterprises, Inc.

16. Survey: Prior to the close of escrow August 31, 2002, BUYER shall have prepared at its sole cost and expense, a boundary survey showing the exact boundaries acceptable to BUYER and SELLER for the Purchased Property.

17. Possession: Possession of the Property shall be given to BUYER upon the expiration of sixty (60) days after the close of escrow, free and clear of any tenancies or occupancies save those approved by BUYER.

A. SELLER has the option of entering into a rental agreement with BUYER, if upon the expiration of sixty (60) days after the close of escrow SELLER has not vacated the property.

B. SELLER is entitled to all profit and product generated by SELLER'S business operation on the Property during SELLER'S occupation of the Property.

C. BUYER may enter and conduct development activities on the Property prior to expiration of the sixty (60) days after the close of escrow as long as any proposed activity is first approved by SELLER in writing. BUYER shall provide SELLER at least ten (10) days prior written notice of proposed activity. Any approval by SELLER shall be conditioned upon BUYER not disrupting SELLER'S business operation or quiet enjoyment of the Property.

18. Brokers and Real Estate Commissions: The parties agree that neither has sought nor contracted for the services of any real estate agent or broker in connection with this transaction and that no commission is due any such person. The parties represent and warrant to the other that no real estate brokers or agents, or other finders or persons have been retained in conjunction with this transaction and each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any such real estate brokerage commissions or finder's fees, and all costs and expenses, including attorneys' fees of investigation and defending any such claims, payable or alleged to be payable as to any other broker or finder which such indemnifying party may engage or is claimed to have engaged in connection with this transaction.

19. SELLER'S Representations: SELLER hereby makes the following affirmative representations which shall be true as and from the date of full execution of this Agreement to and including the close of escrow for the Property. All representations made herein: "to SELLER'S knowledge" shall mean and be limited to the actual knowledge of SELLER, without having made any independent investigations or inquiries and without any duty to do so:

A. Authority: SELLER has all requisite power and authority to enter into, deliver and perform this Agreement, and the persons executing this Agreement, if other than himself, have the power to act on behalf of and to bind SELLER.

B. Environmental: To SELLER'S knowledge, during the period of his ownership, there has been no accidental release of Hazardous Materials on the Property. For the purpose of this Agreement, the term "Hazardous Materials" shall include, but shall not be limited to: any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials; substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; or, in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws. If the transaction closes, BUYER will assume all risk pertaining to environmental conditions unless it is established that SELLER had actual knowledge of an existing environmental condition, failed to disclose such condition and an environmental audit could not have discovered the condition.

(1) Phase One Environmental Report. BUYER retained Langston-Williams, Inc. to conduct a phase one environmental assessment of the Property. Upon completion of the assessment Langston-Williams, Inc. issued a report, effective September 6, Purchase and Sale Agreement DONALD AND CHARLOTTE JENSEN/M&J ENTERPRISES, INC., MYRON L. KAUFFMAN, PRESIDENT - Page 6

2001, finding no recognized environmental conditions or potential recognized environmental conditions on the Property except for two (2) underground storage tanks located approximately fifty (50) feet southwest of the residential dwelling at 8661 West Beacon Light Road, Star, Idaho.

(2) Removal of Storage Tanks. SELLER agrees to remove the two (2) underground storage tanks identified by Langston-Williams, Inc. and the piping fastened to the two (2) tanks on or before July 9, 2002. On June 25, 2002, SELLER notified BUYER that he would remove the storage tanks on July 8, 2002. SELLER may remove the storage tanks before July 8, 2002 if SELLER and BUYER can coordinate another date. SELLER agrees to allow a representative of BUYER to be present during removal of the two (2) storage tanks. SELLER is not obligated to delay removal of the two (2) underground storage tanks to accommodate BUYER'S or BUYER'S representative's schedule. BUYER shall be responsible for any and all costs charged by BUYER'S representative for observation of removal and any sampling, testing, surveying or other work the BUYER desires be conducted on the Property.

C. Title: To SELLER'S knowledge, other than those exceptions itemized in the preliminary title report for the Property or as otherwise described in this Agreement, there are no material written agreements with governments, utilities, agencies or private persons regarding the Property.

D. Violations of Laws: To SELLER'S knowledge, there are no material violations of federal, state or local governmental laws affecting the Property or SELLER'S ability to perform under the terms and conditions of this Agreement.

20. No Representations: Except as otherwise expressly set forth herein, neither SELLER nor any of his employees or agents have made any representations, guaranties, promises, statements, assurances or warranties, express or implied, as to the suitability for any purpose or the profitability of owning and operating the Property, the physical condition thereof, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning therefor, the condition of title thereto, the satisfaction of any local, state or federal permits for the development or use thereof, to any other past, present or future matter whatsoever. BUYER acknowledges that except as otherwise expressly set forth in this Agreement, no representations have been made and that with the aid of independent expert advice, BUYER has and will have inspected the Property pursuant to this Agreement and with the exception of such express representations, the Property is being purchased "AS IS."

21. BUYER'S Representations: BUYER hereby makes the following affirmative representations which shall be true as and from the date of full execution of this Agreement to and including the close of escrow for the Property.

A. Authority: BUYER has all required power and authority to enter into, deliver and perform this agreement, and that such authority is evidenced by all necessary corporate resolutions.

B. Persons Executing: The persons executing this Agreement on behalf of BUYER have been properly authorized to sign on behalf of and bind the Corporation in connection with performing the transactions contemplated herein.

C. Representation: BUYER has been advised that BUYER has not been represented in this transaction by SELLER'S attorneys in this matter and BUYER has been advised and urged to seek separate legal counsel for advice in this matter.

22. Agreements Regarding Development: The following shall apply to the Property:

A. Entry on Property: BUYER and its agents, employees, servants or nominees, are hereby granted the reasonable right to enter onto the Property for the purpose of performing whatever engineering services, surveying, geological work or studies BUYER deems necessary or desirable pursuant to this Agreement. Provided, however, such access shall not interfere with SELLER'S operations and activities on the Property or his tenants or employees. All such work, surveys, tests and studies shall be done at BUYER'S sole cost and expense, and BUYER shall keep SELLER and the Property free and harmless from all costs, expenses and liens relating thereto. In connection therewith, BUYER hereby agrees to indemnify, defend, and hold SELLER and the Property free and harmless of any costs, liens, claims, actions or liabilities, including, but not limited to attorneys' fees, arising from or incurred by reason of any such investigations and activities performed by or on behalf of BUYER and to repair any damage caused by reason of any such investigation of, or activity on the Property. BUYER agrees to waive all rights it or its agents may have against SELLER for unsafe conditions on the Property and hereby accepts all risks associated with entry thereon. BUYER'S obligations hereunder shall survive any termination of this Agreement and/or the close of escrow. In the event that BUYER should elect not to purchase the Property or if BUYER fails to close escrow after electing to proceed with the purchase of the Property, BUYER shall deliver to SELLER, copies of all surveys or studies in BUYER'S possession pertaining to the Property at no cost or expense to SELLER in a lien free condition.

B. SELLER'S Cooperation in Review and Approval Processes: At all times prior to the close of escrow or the termination of this Agreement, as the case may be, SELLER shall reasonably cooperate with BUYER, at no cost or expense to SELLER, in connection with any activities undertaken by BUYER as part of its investigation of the Property, including without limitation, executing applications to any governmental agency or entity having jurisdiction over the Property for the entitlement regarding BUYER'S proposed development and use of the Property so long as the same do not conflict with BUYER satisfying his other obligations under this Agreement or result in any increase in the costs or of any delay in BUYER satisfying such obligations. Furthermore, all aspects of such development activities shall at all times be under the sole and exclusive control of BUYER, and any cooperation by SELLER in connection with any such activity shall be given by SELLER as an accommodation to BUYER and shall not be deemed any representation or undertaking by SELLER, express or implied, as to the adequacy, safety or sufficiency of any such development activity or its compliance with any applicable laws or regulations.

C. Documents: Any and all documents, reports, data, studies or other information previously prepared in connection with the Property and provided by SELLER to BUYER in connection with the transaction contemplated herein have been provided to as an accommodation to BUYER only. Neither SELLER nor any of his agents have or shall be deemed to have made any representations, warranties, promises or statements of any kind, express or implied, as to the correctness, completeness, content, conclusions, accuracy or any other matter stated or contained within such materials, and BUYER accepts the same "AS IS" and shall be solely responsible for analyzing, verifying and assessing the same.

23. Governing Law: This Agreement has been executed in Ada County, Idaho and shall be governed by and construed in accordance with the laws of the State of Idaho. Any legal action to enforce or interpret the provisions of this Agreement may be commenced only in the courts of the Fourth Judicial District in and for the County of Ada, Idaho.

24. Captions: The captions of paragraphs are for convenience only and shall not be used to interpret the meanings or intent of this Agreement.

25. Assignment: BUYER shall not assign this Agreement without the prior written consent of SELLER, which consent shall not be unreasonably withheld.

26. Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

27. Binding on Successors: This Agreement and all of its terms and conditions shall be binding on and inure to the successors, assigns, heirs, personal representatives of the parties hereto.

28. Attorneys' Fees: In the event either party shall commence legal proceedings for the purpose of enforcing any term or condition contained herein, or by reason of any breach arising under the provisions hereof, then the successful party shall be entitled to reasonable attorneys' fees, costs and any other fees set by the court rendering decision in such litigation.

29. Integration: This Agreement contains the complete and entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. SELLER and BUYER hereby expressly terminate all previous oral and written agreements between SELLER and BUYER relating to the subject property.

30. Modification or Amendment: This Agreement may only be modified or amended by an agreement in writing signed by all the parties hereto.

31. Counterparts: This Agreement may be executed in two (2) original counterparts, each of which shall constitute an original for all purposes.

32. Additional Documents: From time-to-time prior to and after the close of escrow, each party shall execute and deliver such other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

33. Notices: Any notice required or desired to be given by either party to this Agreement to the other pursuant to or with respect to this Agreement shall be in writing and may be personally served, or given by depositing such notice in the United States mail, certified and return receipt requested and postage prepaid addressed to the other as follows:

Donald and Charlotte Jensen
C/O Susan E. Buxton, Esquire
MOORE SMITH BUXTON & TURCKE, CHTD.
225 N. 9th Street, Suite 420
Boise, Idaho 83702

M&J Enterprises, Inc.
C/O Myron L. Kauffman
3701 North Highway 16
Eagle, Idaho 83616

Unless state otherwise herein, any notice shall be deemed to have been given as follows: (i) if by personal delivery, then upon actual receipt; (ii) or if by certified mail, then on the date receipt was acknowledged to the postal authorities. Either party may change the address to which notices shall thereafter be delivered, or mailed by notice as provided above.

34. Survival of Provisions: The respective warranties, representations, covenants, agreements, indemnities, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and delivery of deed.

35. Waiver: Waiver by a party of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be in writing and delivered to the other party.

36. Tax Deferred Exchange: If either SELLER or BUYER wish to enter into a tax-deferred exchange for the Property, then each of the parties hereto agree to cooperate reasonably with the other in connection with such exchange including without limitation, the execution of such documents as may reasonably be necessary to effectuate the same. Such obligations shall be subject to the following conditions:

A. The party not initiating the exchange shall not be obligated to delay the close of escrow but shall cooperate with the other party to accomplish such exchange;

B. All additional costs in connection with the exchange shall be borne by the party initiating the exchange;

C. The party not initiating the exchange shall not be obligated to take title to any property in connection with any such exchange other than BUYER'S rights to acquire title to the Property, as provided herein, or to execute any note, contract, or other document providing for any liability whatsoever; and

D. The party initiating the exchange shall indemnify and hold the other party harmless from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, including without limitation, attorneys' fees and costs, in any way arising out of or in connection with or resulting from the indemnified party's participation in any such exchange.

37. Exhibits: All exhibits attached to this Agreement are incorporated by reference herein and specifically made a part of this Agreement.

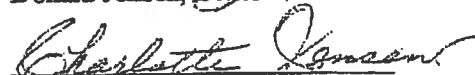
38. Calendar Days: Unless otherwise expressly stated, all time periods referred to herein shall be deemed to mean calendar days.

39. Corrections: SELLER and BUYER may make clerical corrections to meet the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates following their respective signatures hereto:

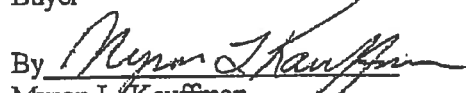

Donald Jensen, Seller

Dated: 6-25-02


Charlotte Jensen, Seller

Dated 6-25-02

M&J Enterprises, Inc.,
Buyer

By 
Myron L. Kauffman
President

Dated: 6-25-02

STATE OF IDAHO)
) ss
COUNTY OF)

On this 25 day of June 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DONALD JENSEN known or identified to me to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

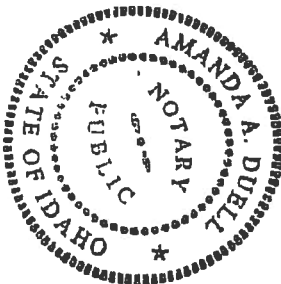


Amanda A. Duell
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: 515/200 Boise, ID
My Commission expires: 5/5/2004

STATE OF IDAHO)
) ss
COUNTY OF)

On this 25 day of June 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CHARLOTTE JENSEN known or identified to me to be the person whose name is subscribed to this instrument and acknowledged 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.



Amanda A. Duell
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Boise, ID
My Commission expires: 5/5/2004

STATE OF IDAHO)
) ss
COUNTY OF)

On this 25 day of June 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MYRON L. KAUFFMAN known or identified to me to be an officer or agent of the above named corporation and authorized to execute this document on behalf of said corporation, and acknowledged that he executed the same on behalf of the corporation.

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



Amanda A. Dull
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Boise, ID
My Commission expires: 5/5/2004

The Southeast Quarter of the Southwest Quarter of Section 33, Township 5 North, Range 1 West, Boise, Meridian, Ada County, Idaho.

Exhibit A

Government Lot 2 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Excepting therefrom:

A strip of land 33 feet wide, being 33 feet on West side of center line of said road as surveyed, across the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Southeast Quarter respectively of Sections 4 and 33, Township 4 and 5 North, Range 1 West, Boise Meridian.

Beginning at Station 98+41 of the Emmett Branch, Payette Highway Survey, which station is approximately 1323 feet East and 1327 feet North from the center of Section 4, Township 4 North, Range 1 West, Boise Meridian; thence running in a general Northerly direction approximately 2705 feet to station 125+46.0 of said survey, which station is approximately 1320 feet West and 1310 feet North from the Southeast corner of Section 33, Township 5 North, Range 1 West, Boise Meridian, as shown on the official plats of said Emmett Branch Payette Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

Further Excepting therefrom:

A strip of land being all that portion of Lot 2 of Section 4, Township 4 North, Range 1 West, Boise Meridian, and of the Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 1 West, Boise Meridian, that lies Easterly of a line parallel with and distant 40.0 feet Westerly from the following described center line of highway as surveyed and shown on the official plat of State Highway No. 16 - Project No. S-3832(2) highway Survey on file in the office of the Department of Highways of the State of Idaho.

Beginning at Station 105+20.0 of the said Highway Survey, which section is a point on tangent approximately 1330.0 feet North and 1320.0 feet West from the East Quarter corner of Section 4, Township 4 North, Range 1 West, Boise Meridian; thence running North 0°23' East - 2760.0 feet to Station 127+07.6 Back equals 127+51.5 ahead of said Survey, which station is a point of spiral curve; thence 360.0 feet with a spiral curve left, said curve having a central angle of 5°24' to Station 131+11.5, which station is a point of curvature; thence 168.5 feet with 3°00' curve left, said curve having a central angle of 32°17' to Station 132+80.0, which station is a point on curve approximately 1320.0 feet North and 1291.8 feet East from the South Quarter corner of Section 33, Township 5 North, Range 1 West, Boise Meridian.

And also, an additional irregular strip of land adjacent and contiguous to the above described right of way, on the Westerly side thereof, being 40.0 feet wide at Station 105+20 on the South line of Lot 2 of said Section 4, and continuing 40.0 feet wide to Station 113+00, and thence tapering to 0.0 feet at Station 114+00.

Exhibit B, page 1

And also, an irregular parcel of land on the Westerly side of the center line of said Highway Survey, and lying in Lot 2, Section 4, Township 4 North, Range 1 West, Boise Meridian, and in the Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 1 West, Boise Meridian, described as follows, to wit:

Beginning at a point on the line between Township 4 North, Range 1 West, Boise Meridian, and Township 5 North, Range 1 West, Boise Meridian, approximately 1286.8 feet East of the North Quarter corner of said Section 4, which is identical with the South Quarter corner of said Section 33; thence Southerly a distance of 125.0 feet, more or less, to a point on a line parallel to and distant 40.0 feet Northerly from the center line of said Highway Survey; thence North $44^{\circ}37'$ West, a distance of 140.0 feet, more or less, to a point; thence North $0^{\circ}23'$ East, a distance of 50.0 feet more or less, to a point; thence North $45^{\circ}23'$ East a distance of 140.0 feet more or less, to a point on a line parallel to and distant 40.0 feet Westerly from the center line of said highway survey; thence South $0^{\circ}23'$ West, a distance of 130.0 feet to the POINT OF BEGINNING.

Government Lot 3 (Northeast Quarter of the Northwest Quarter) of Section 4, Township
4 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Exhibit C

The Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Excepting therefrom:

A strip of land 33 feet wide, being 33 feet on West side of center line of said road as surveyed, across the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Southeast Quarter respectively of Sections 4 and 33, Township 4 and 5 North, Range 1 West, Boise Meridian.

Beginning at Station 98+41 of the Emmett Branch, Payette Highway Survey, which station is approximately 1323 feet East and 1327 feet North from the center of Section 4, Township 4 North, Range 1 West, Boise Meridian; thence running in a general Northerly direction approximately 2705 feet to station 125+46.0 of said survey, which station is approximately 1320 feet West and 1310 feet North from the Southeast corner of Section 33, Township 5 North, Range 1 West, Boise Meridian, as shown on the official plats of said Emmett Branch Payette Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

Further Excepting therefrom:

A strip of land being all that portion of Lot 2 of Section 4, Township 4 North, Range 1 West, Boise Meridian, and of the Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 1 West, Boise Meridian, that lies Easterly of a line parallel with and distant 40.0 feet Westerly from the following described center line of highway as surveyed and shown on the official plat of State Highway No. 16 - Project No. S-3832(2) highway Survey on file in the office of the Department of Highways of the State of Idaho.

Beginning at Station 105+20.0 of the said Highway Survey, which section is a point on tangent approximately 1330.0 feet North and 1320.0 feet West from the East Quarter corner of Section 4, Township 4 North, Range 1 West, Boise Meridian; thence running North $0^{\circ}23'$ East - 2760.0 feet to Station 127+07.6 Back equals 127+51.5 ahead of said Survey, which station is a point of spiral curve; thence 360.0 feet with a spiral curve left, said curve having a central angle of $5^{\circ}24'$ to Station 131+11.5, which station is a point of curvature; thence 168.5 feet with $3^{\circ}00'$ curve left, said curve having a central angle of $32^{\circ}17'$ to Station 132+80.0, which station is a point on curve approximately 1320.0 feet North and 1291.8 feet East from the South Quarter corner of Section 33, Township 5 North, Range 1 West, Boise Meridian.

Further Excepting therefrom:

An additional irregular strip of land adjacent and contiguous to the above described right of way, on the Westerly side thereof, being 40.0 feet wide at Station 105+20 on the South line of Lot 2 of said Section 4, and continuing 40.0 feet wide to Station 113+00, and thence tapering to 0.0 feet at Station 114+00.

Exhibit D, page 1

An irregular parcel of land on the Westerly side of the center line of said Highway Survey, and lying in Lot 2, Section 4, Township 4 North, Range 1 West, Boise Meridian, and in the Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 1 West, Boise Meridian, described as follows, to wit:

Beginning at a point on the line between Township 4 North, Range 1 West, Boise Meridian, and Township 5 North, Range 1 West, Boise Meridian, approximately 1286.8 feet East of the North Quarter corner of said Section 4, which is identical with the South Quarter corner of said Section 33; thence Southerly a distance of 125.0 feet, more or less, to a point on a line parallel to and distant 40.0 feet Northerly from the center line of said Highway Survey; thence North $44^{\circ}37'$ West, a distance of 140.0 feet, more or less, to a point; thence North $0^{\circ}23'$ East, a distance of 50.0 feet more or less, to a point; thence North $45^{\circ}23'$ East a distance of 140.0 feet more or less, to a point on a line parallel to and distant 40.0 feet Westerly from the center line of said highway survey; thence South $0^{\circ}23'$ West, a distance of 130.0 feet to the POINT OF BEGINNING.

The Southeast Quarter of the Southwest Quarter of Section 33, Township 5 North, Range 1 West, Boise, Meridian, Ada County, Idaho.

Exhibit E
page 9



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-15776

WATER RIGHT NUMBER: 63-15776

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DONALD JENSEN 8661 W BEACON LIGHT RD STAR, ID 83669 (208)286-7374
Current Owner	CHARLOTTE JENSEN 8661 W BEACON LIGHT RD STAR, ID 83669 (208)286-7374

Priority Date: 05/20/1961

Basis: Beneficial Use

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	3.200 CFS	
IRRIGATION FROM STORAGE	3/15 to 11/15		0.03 AF
IRRIGATION STORAGE	3/15 to 11/15		0.03 AF
<u>Total Diversion:</u>		3.200 CFS	0.03 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 33, Twp 05N, Rge 01W, 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	01W	4		40.0			40.0											80.0	
05N	01W	33									40.0					40.0		80.0	

Total Acres: 160

IRRIGATION FROM STORAGE same as IRRIGATION
IRRIGATION STORAGE same as IRRIGATION

Conditions of Approval:Remarks:

- General POND IS LOCATED IN SAME LEGAL AS WELL.

"D"

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-15776

Comments:

Dates and Other Information:

Claim Received Date: 8/9/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: OR
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



MTC, INC.

CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

707 N. 27TH ST. BOISE, IDAHO 83702-3113 (208) 345-0780 FAX (208) 343-8967

December 17, 2002

Idaho Department of Water Resources
Attn: Dan Nelson
2735 Airport Way
Boise, ID 83705

Re: M&J Water Rights Transfer

Dear Dan,

As discussed in your office this morning M&J Enterprises, Inc no longer desires to drill a well to serve a proposed winery but desired to provide water for it by water rights transfer. It is desired to withdrawn the drilling application for the winery well, documented by receipt number WO 29239 and apply those funds to the water rights transfer application that was delivered to you December 17, 2002

The Officers for M&J Enterprises are as follows:

Myron L. Kauffman, President
Joy F. Kauffman, Secretary

A warranty deed for the area the winery will be located on is also enclosed.

If you require additional information please me call at 345-0780.

Sincerely,

William E. Rees

William E. Rees, PE
MTC, INC

Cc: Warranty Deed



WARRANTY DEED

FA-136041-JB

For Value Received

James Douglas Roundy and Pamela Joy Roundy, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Myron Lee Kauffman and Joy F. Kauffman, husband and wife
hereinafter referred to as Grantee, whose current address is

3701 N. HWY 16, Eagle, ID 83616

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 15, 2000.

[Signature]
James Douglas Roundy
[Signature]
Pamela Joy Roundy

ADA COUNTY RECORDER
J. DAVID HAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
FIRST AMERICAN
FEE *2.00* DEPUTY *[Signature]*

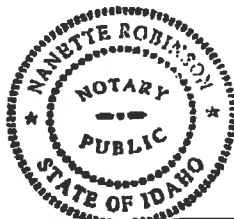
100038242

STATE OF IDAHO)

2000 MAY 18 PM 4:32

COUNTY OF Ada)

On This 17 day of May, in the year 2000, before me, a Notary Public in and for said State, personally appeared James Douglas Roundy and Pamela Joy Roundy, 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.



[Signature]
Notary Public of Idaho
Residing at Nampa
Commission expires: 4/26/2001

First American Title Company of Idaho

12-3-03

Idaho Water Resources Dept
Dan Nelson

Dear Dan,

As per our discussion on 12-1-03 about the Reduction of the diversion Rate to .09 to serve the Winery at Eagle Knoll, I am in agreement with the deduction.

Also our River Birch LLC, which is the owner and operating entity of River Birch Golf Course, will retain ownership of the water Right #6315776. That water right is used for irrigation.

Sincerely,

Mike Kauffman
River Birch LLC-Member

No. C 133786		Due no later than May 31, 2003 Annual Report Form		2. Registered Agent and Office NO PC M L KAUFFMAN 82 EAST STATE STREET EAGLE, ID 83616	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		1. Including addresses of officers if they have not changed M & J ENTERPRISES, INC. KAUFFMAN 2495 EAST LENOX COURT EAGLE, ID 83616		3. New Registered Agent Signature	
NO FILING FEE IF RECEIVED BY DUE DATE		4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors			
<u>Office held</u> <u>Name</u>		<u>Street or P.O. Address</u>		<u>City</u>	<u>State</u> <u>Zip</u>
Pres Myron KAUFFMAN		2495 Lenox Ct		Eagle Id	83616
Sec Joy KAUFFMAN		2495 E. Lenox Ct		Eagle Id	83616
5. Organized Under the Laws of: IDAHO C 133786		6. Signature <i>Mike Kauffman</i>		Date <u>3-10</u>	Title <u>Pres</u>
		Name (Typed or Printed) <u>Mike KAUFFMAN</u>			
Do Not Tape or Staple					

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

RECEIVED

AUG 9 1989

Ident. Number: A63-15776

Date Received: 8-9-89

Receipt No: W004290

Received By: LW

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DONALD JENSEN 208-286-7374
Address: 8661 W. BEACON LIGHT RD.
STAR, ID 83669

OR

Name: CHARLOTTE JENSEN 208-286-7374
Address: 8661 W. BEACON LIGHT RD.
STAR, ID 83669

2. Date of Priority: MAY 20, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01W	33	SW	SE			ADA

5. Description of diverting works:
140' DEEP, 12" CS, 25 HP PUMP W/PIPELINE 60' TO POND 30'DIA X 6'DEP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.200		
IRRIGATION STORAGE	03/15	11/15			0.03
IRRIGATION FROM STORAGE	03/15	11/15			0.03

7. Total Quantity Appropriated is:
3.200 C.F.S. (and/or) 0.03 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A63-15776

Page 1

Date: 06/20/89

MICROFILMED
AUG 25 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01W	4	NW	NE	IRR	40.0
			NE	NW	IRR	40.0
					Section Acres	80.0
05N	01W	33	SE	SW	IRR	40.0
			SW	SE	IRR	40.0
					Section Acres	80.0
					Total Acres	160.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
DRAINAGE DISTICT NO. 2

14. Remarks:
POND IS LOCATED IN SAME LEGAL AS WELL.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 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): Nona H. Bensen Date: 6-20-89
 Charlotte R. Jensen Date: 6/20/89

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 20 day
of June 19 89 Linda A. Werner
Notary Public

Seal

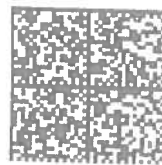
Residing at Linda A. Werner
 Residing at Boise, Idaho
My Commission Expires December 8, 1994

MICROFILMED
AUG 25 1992

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

RETURN SERVICE
REQUESTED

PRESORTED
FIRST CLASS



02 1M
0004270935
JAN 05 2009
MAILED FROM ZIP CODE 83702
\$00.324

RECEIVED

JAN 08 2009

RIVER BIRCH GOLF COURSE
3740 N POLLARD LN
STAR ID 83669

WATER RESOURCES
WESTERN REGION

RE: Notice of Change of Water Right Ownership No

KACSEI B3E
8370505082

NOT DELIVERABLE
RETURN TO SENDER
UNABLE TO AS ADDRESSED
FORWARD

BC: 83705508235

*0495-04138-07-16





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

January 5, 2009

RIVER BIRCH GOLF COURSE
3740 N POLLARD LN
STAR ID 83669

RE: Notice of Change of Water Right Ownership No. 63-31823

Dear Mr. Boehm & Mr. Carter:

Enclosed is the Notice of Change of Water Right Ownership form that you had submitted to our office. However, we cannot continue to process the ownership change without sufficient Proof of Ownership.

Per numerous phone conversations and messages, we had requested additional information in order to complete the ownership change, but have never received the proper documentation. At this time we are returning the original documents to you. You may resubmit them in the future with copies of all of the required documentation.

Feel free to contact our office if you have any questions concerning this letter.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region

LH:l

Enclosure

January 5, 2009

Memo to File: 63-31823

The original ownership change is being returned to River Birch Golf Course, which filed the forms. There were several phone conversations and messages in 2005-2006 with Mr. Carter and Mr. Boehm regarding the additional information that was needed to complete the change.

The deeds that were submitted were from River Birch LLC to Boehm LLC and the ownership change was filed in the name of River Birch Golf Course. We had asked for legal documentation to show properties transferred to River Birch Golf Course.

A NAP was filed with the SRBA Court to hold the recommendation from being decreed until the change could be completed. We will ask the Court to withdraw the NAP and prepare the right for Partial Decree as recommended.

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

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).	<u>Split</u>	Water Right No(s).	Adjudication Claim No(s).	<u>Split</u>
	63-31823	Y			

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)

DONALD + CHARLOTTE JENSEN
9551 W HWY 52, EMMETT ID 83617

4. New Owner/Claimant(s)

River Birch Golf Course

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

3740 N. POLLARD LN

City, State and ZIP Code

STATE IDAHO 83669

New Telephone Number

(208) 286 0801

5. Date you acquired the property

Nov 29th 2005

WARRANTY DEED

Order No.: AT-5000528133AK

FOR VALUE RECEIVED

River Birch LLC, an Idaho limited liability company,
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Boehm, LLC, an Idaho limited liability company, AND Star 1, an Idaho limited liability company,
each as to an undivided 50% interest, as tenants in common

whose current address is _____

10933 Trade Center Drive, #106, Rancho Cordova, CA 95670

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lot 2 in Block 1 and Lot 1 in Block 5 of The Trellis Subdivision, according to the official plat thereof, filed in Book 87 of Plats at Page(s) 9991 through 9996, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does 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: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 29, 2005

River Birch, LLC, an Idaho limited liability company, BY Boehm, LLC, an Idaho limited liability company, its managing member

By: John Boehm, manager

William N. Carter
By: William N. Carter, its managing member

State of Idaho }
County of Ada } ss.

On this 29th day of November, 2005, before me, Sue Bodine, a Notary Public in and for the State, personally appeared John Boehm known or identified to me to be the managers of Boehm, LLC an Idaho limited liability company, a Managing Member of River Birch, LLC, an Idaho limited liability, a Managing Member 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's 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.

THERESA A. RUSH
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at:
Commission Expires: **Commission**

Commission Expires 6-2-08
Residing in Meridian, Idaho

Commission Expires 9-3-09
Residing in Boise, Idaho

05N01W33SESW

7.2 acres

05N01W33SWSE

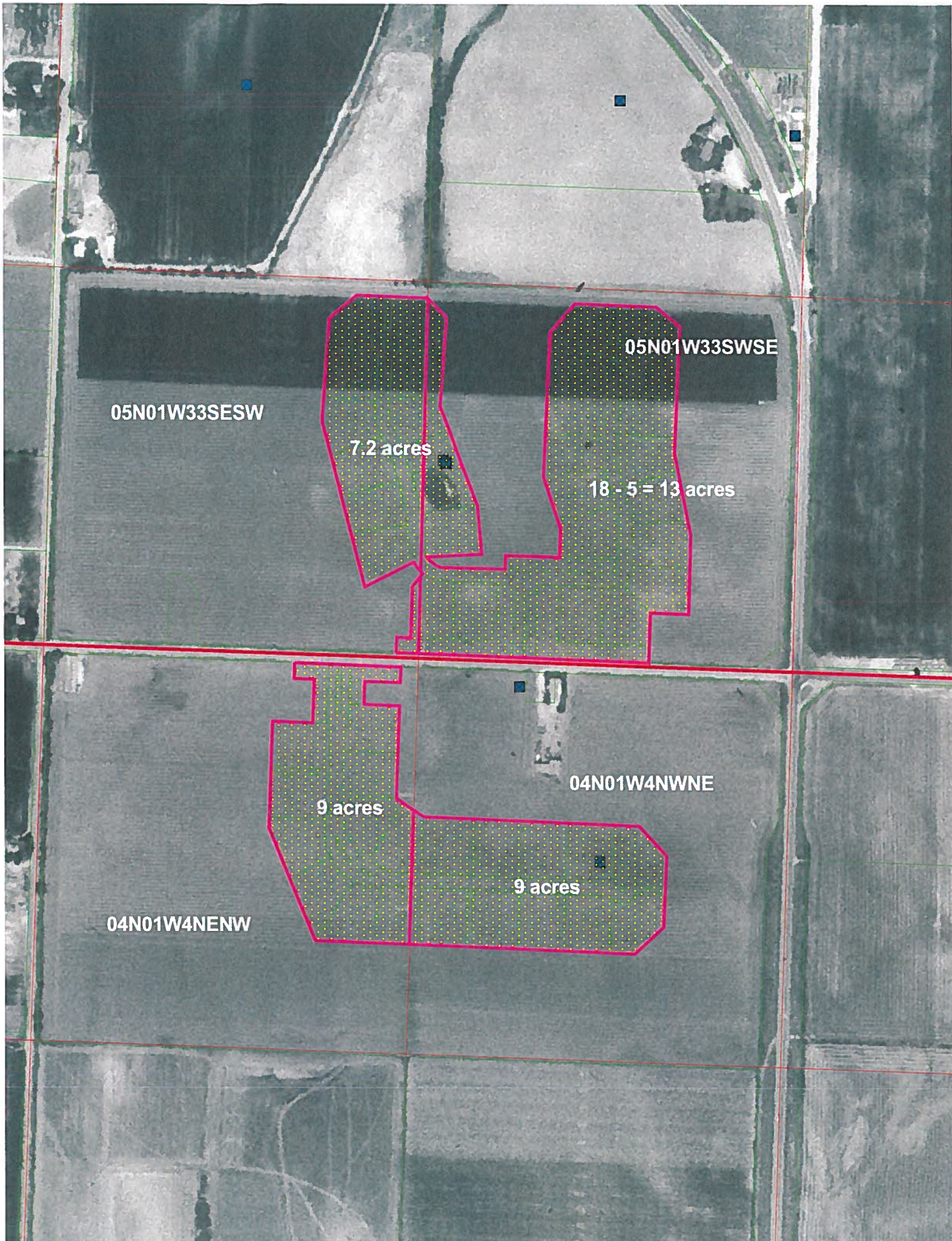
18 - 5 = 13 acres

04N01W4NWNE

9 acres

9 acres

04N01W4NENW





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

JAMES E. RISCH
Governor

KARL J. DREHER
Director

July 14, 2006

RIVER BIRCH GOLF COURSE
3740 N POLLARD LN
STAR ID 83669

Dear Sirs:

Enclosed is a copy of the Notice of Administrative Proceeding regarding your water right(s) that have been sent to the Snake River Basin Adjudication Court in Twin Falls. This document is required to be filed by the Department in order to notify the Court of any contemplated changes to your water right(s).

The SRBA Court or Water Resources will notify you of any future action on your water right(s).

Please contact this office if you have any questions concerning this notification.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

LH:I
Enclosure

cc: Donald & Charlotte Jensen

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

In Re SRBA

Case No. 39576

Water Rights: 63-31823

NOTICE OF ADMINISTRATIVE
PROCEEDING

IDWR has received an application for an Administrative Proceeding for the above water right(s).

The Administrative Proceeding contemplates a change in the water right(s) as indicated below:

☐ Substitution of Party (waiting for documentation)

☒ Substitution of Party/Split Water Right

☐ Amended Transfer Pending

IDWR projects the Administrative Proceeding shall be completed not later than:

July 13, 2007

Dated July 14, 2006



Signature of IDWR Representative

INSTRUCTIONS FOR MAILING

Mail this form to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. **FAX filings will not be accepted by the SRBA Clerk of the Court.**

CERTIFICATE OF MAILING

I certify that on July 14, 2006, I mailed the original and copies of this form to the following persons, postage prepaid, and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls ID 83303-2707
2. One copy to Claimant:
River Birch Golf Course
3740 N Pollard Ln
Star ID 83669
3. One copy to:
Each party in the subcase, or attorney of record:

Donald Jensen
Charlotte Jensen
9551 W Hwy 52
Emmett ID 83617



Signature of person or attorney mailing the form

July 12, 2006

Memo To File: 63-31823

From: Lori Harris

A phone message was left for John Boehm notifying him that a Notice of Administrative Proceedings would be filed with SRBA Court pending additional ownership documentation that would be needed before the ownership change could be completed. There have been several previous phone conversations requesting additional documentation, but have not received any to date.



IDAHO SECRETARY OF STATE Search Results

Ben Ysursa, Secretary of State

Search Result Summary

[[New Search](#)]

Search Results 1 through 3

(RIVER BIRCH INVESTMENTS, LLC ... RIVERBIRCH COURTYARD CONDOMINIUM ASSOCIATION, INC.)

RIVER BIRCH INVESTMENTS, LLC [View Details]

Organizational ID / Filing number: W45153
777 E BROOKWOOD DR
EAGLE, ID 83616

Filed 06 Dec 2005
LIMITED LIABILITY COMPANY
EXISTING

939-6819

RIVER BIRCH LLC [View Details]

Organizational ID / Filing number: W21002
3740 N POLLARD
STAR, ID 83669

Filed 09 Oct 2002
LIMITED LIABILITY COMPANY
EXISTING

RIVERBIRCH COURTYARD CONDOMINIUM ASSOCIATION, INC. [View Details]

Organizational ID / Filing number: C158090
391 W STATE ST STE G
EAGLE, ID 83616

Filed 03 Jan 2005
CORPORATION
ADMIN DISSOLVED

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

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for RIVER BIRCH LLC](#)]

RIVER BIRCH LLC

3740 N POLLARD
STAR, ID 83669

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Aug 2005

State of Origin: IDAHO

Date of 09 Oct 2002

Origination/Authorization:

Current Registered Agent: JOHN BOEHM
8150 BROOKSIDE LN
BOISE, ID 83703

File Number: W21002

Date of Last Annual Report: 15 Aug 2005

Amendments:

Amendment filed 09 Oct 2002 ARTICLES OF
ORGANIZATION

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Annual Reports:

Report for year 2005 ANNUAL REPORT

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Report for year 2004 ANNUAL REPORT

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Report for year 2003 ANNUAL REPORT

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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY		FILED EFFECTIVE										
02 OCT -9 PM SECRETARY OF STATE STATE OF IDAHO	To the Secretary of State of Idaho, Statehouse, Boise, Idaho 83720											
												
1. The name of the limited liability company is: <u>RIVER BIRCH LLC</u> 2. The address of the initial registered office is: <u>8150 Brookside Lane, Boise, ID 83703</u> (not a PO Box) <u>John Boehm</u> and the name of the initial registered agent at that address is: _____ Signature of registered agent: <u><i>John Boehm</i></u> 3. The latest date certain on which the limited liability company will dissolve: <u>01/01/2075</u> 4. Is management of the limited liability company vested in a manager or managers? ☒ Yes ☐ No (check appropriate box) 5. If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Name:</th> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Address:</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">BOEHM LLC</td> <td style="border-bottom: 1px solid black;">8150 Brookside Lane, Boise, ID 83703</td> </tr> <tr> <td style="border-bottom: 1px solid black;">BEACON LLC</td> <td style="border-bottom: 1px solid black;">2495 E. Lenox Court, Eagle, ID 83616</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> 6. Signature of at least one person listed in #5 above: <u><i>John Boehm</i></u> _____ _____ _____ Secretary of State use only IDAHO SECRETARY OF STATE 10/10/2002 05:00 CK: 29785 CT: 1729 BH: 575362 1 @ 100.00 = 100.00 ORGAN LLC # W21002			Name:	Address:	BOEHM LLC	8150 Brookside Lane, Boise, ID 83703	BEACON LLC	2495 E. Lenox Court, Eagle, ID 83616				
Name:	Address:											
BOEHM LLC	8150 Brookside Lane, Boise, ID 83703											
BEACON LLC	2495 E. Lenox Court, Eagle, ID 83616											

LLC1/593

File Two Copies

Fee: \$100 if typed with no attachments
 \$120 if not typed or if attachments are included



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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STAR 1, LLC

10933 TRADE CENTER DR #106
RANCHO CORDOVA, CA 95670

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING 23 Nov 2005

State of Origin: IDAHO

Date of 23 Nov 2005

Origination/Authorization:

Current Registered Agent: JIM NELSON
140 S 18TH
POCATELLO, ID 83201

File Number: W44866

Date of Last Annual Report:

Amendments:

Amendment filed 23 Nov 2005 ARTICLES OF
ORGANIZATION

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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

251

FILED EFFECT



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

05 NOV 23 PM 2: 56

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Star 1, LLC

2. The street address of the initial registered office is:

140 South 18th, Pocatello, ID 83201

and the name of the initial registered agent at the above address is:

Jim Nelson

3. The mailing address for future correspondence is:

c/o Nelson Properties, 10933 Trade Center Dr. #106, Rancho Cordova, CA 95670

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name	Address
Richard Nelson	10933 Trade Center Dr. #106
	Rancho Cordova, CA 95670

6. Signature of at least one person responsible for forming the limited liability company:

Signature: Richard Nelson

Typed Name: Richard Nelson

Capacity: Managing Member

Signature: _____

Typed Name: _____

Capacity: _____

Secretary of State use only

Idaho Secretary of State
Form 1000-LLC form (Rev. 07/2002)

Web Form

IDAHO SECRETARY OF STATE
11/23/2005 05:00
CK: 8714 CT: 44653 DH: 923698
1 @ 100.00 = 100.00 ORGAN LLC # 2

W44866

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31823 V1

WATER RIGHT NUMBER: 63-31823 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DONALD B JENSEN 9551 W HIGHWAY 52 EMMETT, ID 83617 (208)286-7374
Current Owner	CHARLOTTE JENSEN 9551 W HIGHWAY 52 EMMETT, ID 83617 (208)286-7374

Priority Date: 05/20/1961

Basis: Beneficial Use

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	2.760 CFS	697.50 AF
	<u>Total Diversion:</u>	2.760 CFS	697.50 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 33, Twp 05N, Rge 01W, 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	01W	4		40.0				40.0											80.0
				L 2				L 3											
05N	01W	33										40.0				35.0		75.0	

Total Acres: 155

Conditions of Approval:

1. P21 This right is a split from former right 63-15776.
2. F14 Use of this right is combined with water from Farmers Union Ditch Company Ltd.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31823 V1

Remarks:

Comments:

1. pskaggs 4/13/2004 1:39:41 PM Transferred Right
Comment: This is now a approved transfer, transfer number = 70979
2. kbrown 5/25/2005 Government Lots
Comment: Government Lots 2 & 3 added to the ADJ recommendation.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector: Or
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

Combined Use Limits:

Water Supply Bank:

63-31823 SPLIT

TOTAL ACRES: 155

TOTAL CFS: 2.76

TOTAL AFA: 697

		Golf Course Acres	Subdivision Acres
T4N R1W S4	NWNE	31	9
	NENW	31	9
T5N R1W S33	SESW	32.8	7.2
	SWSE	<u>22</u>	<u>*13</u>
TOTALS		116.8	38.2

2.76 cfs/155 acres = .0178 cfs/acre

.0178 cfs x 116.8 = 2.08 cfs (Golf Course)

.0178 cfs x 38.2 = .68 cfs (Subdivision)

697 afa/155 acres = 4.4968 afa/ac

4.497 x 116.8 = 525.2 afa (Golf Course)

4.497 x 38.2 = 171.8 afa (Subdivision)

*There are 18 subdivision acres in S33 SWSE. Nature of use was changed on 5 of those acres for use at a nearby winery per transfer no. 70979. The shape files resulting from that transfer are not to scale and can now be more accurately adjusted as a result of this ownership split as indicated on the attached map.



Ada County Assessor Land Records/GIS

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Land Characteristics

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Residential Acres: 0.0
Commercial Acres: 127.905
Other Acres Acres: 0.0
Street: Asphalt/Concrete
Utility: Underground
Water Source: Public
Sewer: Public
SideWalks: Y
Curb-Gutters: Y
Topography: Level
View:
Water Influence: None
Water Frontage Feet: 0
Corner: N

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2007 Property Details for Parcel R8525440020

2007

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Details Valuation Tax Districts Taxes Characteristics

Parcel: R8525440020
Year: 2007
Zone Code: RR
Total Acres: 127.905
Tax Code Area: 272
Property Description:
LOT 02 BLK 01
TRELLIS SUB THE



[View Interactive Map of this Parcel](#)

Address: 3740 N POLLARD LN STAR , ID 83669
Subdivision: TRELLIS SUB THE
Land Group Type: SUB
Township/Range/Section: 5N1W33

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