

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-21715
Date Received: 3/20/1990
Receipt No: C015781
Received By: RLD/RL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARRY D. BASTIAN 208-888-2357
Address: 5340 S BLACK CAT RD.
MERIDIAN, ID 83642

OR

Name: SHEILA M. BASTIAN 208-888-2357
Address: 5340 S BLACK CAT RD.
MERIDIAN, ID 83642

2. Date of Priority: SEP 02, 1940

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01W	29	SW	SW	SE		CANYON

5. Description of diverting works:
WELL, PUMP AND PRESSURE SYSTEM PIPED TO HOME, BARN AND YARD.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.390		
COMMERCIAL	01/01	12/31	0.040		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S, 600 HEAD DAIRY CATTLE D, 1 HOME AND YARD

A63-21715

Page 1

Date: 03/20/90

MICROFILMED

SEP 04 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01W	29	SW	SE		STOCK	
			SW	SE		DOMEST	
30N	01W	29	SW	SE		COMMER	

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NAMPA & MERIDIAN IRRIGATION DISTRICT

14. Remarks:

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): Shula M. Bastian Date: 3/20/90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 20th day
of March 19 90

Sally Frazee
Notary Public

Seal

Residing at SALLY FRAZEE, Notary Public
Residing at Boise, Idaho
My Commission Expires November 14, 1992



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SEP 04 1992

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

RIGHT NUMBER: 63-21715

NAME AND ADDRESS: BRITTANIA HEIGHTS LLC
8645 W FRANKLIN RD
BOISE ID 83709

~~SHEILA M BASTIAN~~
~~BARRY D BASTIAN~~
~~5340 S BLACKCAT RD~~
~~MERIDIAN ID 83642~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.230 CFS

The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

PRIORITY DATE: 09/02/1940

POINT OF DIVERSION:

T03N R01W S29 SWSE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.190 CFS

PLACE OF USE: STOCKWATER in CANYON County

T03N R01W S29 SWSE

DOMESTIC same as STOCKWATER

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

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

The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Physical address of place of use is 7216 Amity Avenue, Nampa, Idaho.

Parcel No. R3060800000.

**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: 63-21715

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership
- ☐ Other
- ☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: July 13, 2007



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on July 13, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

Clive Strong	☐	overnight mail
Off ice of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Brittania Heights LLC	☐	overnight mail
8645 W Franklin Rd	☒	regular mail
Boise ID 87309	☐	hand-delivered
	☐	facsimile

☐	overnight mail
☐	regular mail
☐	hand-delivered
☐	facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

2735 Airport Way • Boise, Idaho 83705-5082

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

WESTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

July 13, 2007

BRITTANIA HEIGHTS LLC
8645 W FRANKLIN RD
BOISE ID 87309

Re: Water Right No. 63-21715

Dear Sir or Madam:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:l
Enclosures

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
<u>63-21715</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. N/A
- 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) Carol & Grant B. Richards
4383 Lamont Rd, Meridian, ID 83642
4. New Owner/Claimant(s) Brittania Heights LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 8645 W. Franklin Road
- City, State and ZIP Code Boise, ID 83709
- New Telephone Number (208) 947-4730
5. Date you acquired the property 7/31/2006

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JUL 09 2007
WATER RESOURCES
WESTERN REGION

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

[Handwritten Signature]
Owner

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by *[Signature]* Date 7-9-07 Fee N/A
 Received by *[Signature]* Date _____ Receipt No. _____
 Processed by *[Signature]* AJ Date 7-11-07 WR _____ Date _____

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WESTERN REGION
WATER RESOURCES

A

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3600

2006102306

AFTER RECORDING MAIL TO:

Brittania Heights LLC
8645 W. Franklin
Boise, ID 83709

RECORDED
2006 DEC 29 AM 11 51
CANYON COUNTY RECORDER
BY *[Signature]*
PIONEER-CALDWELL
REQUEST
TYPE *MD* FEE *0*

WARRANTY DEED

File No.: 271840(rmr)

Date: December 21, 2006

For Value Received, **Patriot Capital Partners LLC, an Idaho limited liability company**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Brittania Heights LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **8645 W. Franklin, Boise, ID 83709**, the following described premises, situated in **Canyon County, Idaho**, to wit:

see attached Exhibit A

APN:

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

APN:

Warranty Deed
- continued

File No.: NCS-271680-BOI (rmr)
Date: 12/21/2006

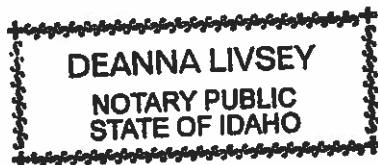
Patriot Capital Partners LLC, an Idaho limited liability company

By: 
Gary R. Hawkins, Manager

STATE OF Idaho)
SS.
COUNTY OF)

On this 21st day of December, 2006, before me, a Notary Public in and for said State, personally appeared **Gary R. Hawkins**, known or identified to me to be the person whose name is subscribed to the within instrument as **Manager** of the **Patriot Capital Partners LLC, an Idaho limited liability company**, limited liability company, and acknowledged to me that such limited company executed same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



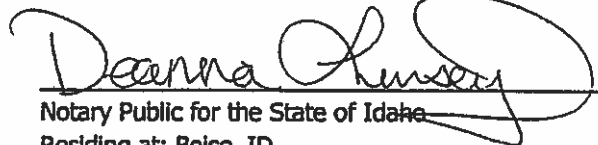

Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 1/5/2012

EXHIBIT A

Parcel I

The Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Southeast corner of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, thence along the Southerly boundary of the Southeast Quarter Section 29, said Southerly boundary also being the centerline of West Amity Road,

North 88° 40' 12" West 2,679.58 feet to an iron pin marking the Southwest corner of the said Southeast Quarter of Section 29; thence leaving said Southerly boundary and centerline and along the Westerly boundary of the said Southeast Quarter of Section 29, said Westerly boundary also being the centerline of Dewey Lane,

North 00° 56' 23" East 856.93 feet to a P.K. nail; thence leaving said Westerly boundary and centerline

South 88° 43' 51" East 25.00 feet to an iron pin on the Easterly right-of-way of Dewey Lane, said iron pin being the REAL POINT OF BEGINNING; thence along said Easterly right-of-way,

North 00° 56' 23" East 466.70 feet to an iron pin on the Northerly boundary of the said Southwest Quarter of the Southeast Quarter of Section 29; thence leaving said right-of-way, and along said Northerly boundary,

South 88° 43' 51" East 466.70 to an iron pin; thence leaving said Northerly boundary,

South 00° 56' 23" West 466.70 feet to an iron pin; thence

North 88° 43' 51" West 466.70 to the POINT OF BEGINNING.

200662439

RECORDED

2006 AUG 1 PM 4 27

G NOEL HAILES

CANYON COUNTY RECORDER

BY *[Signature]*

PIONEER-CALDWELL

REQUEST

Recd Fee 9.00

A
AFTER RECORDING MAIL TO:

Patriot Capital Partners LLC
8645 West Franklin Road
Boise, ID 83709

PC 61755

WARRANTY DEED

File No.: NCS-130049-BOI (rmr)

Date: July 30, 2006

For Value Received, **Grant B. Richards and Carrol Richards, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Patriot Capital Partners LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **8645 West Franklin Road, Boise, ID 83709**, the following described premises, situated in **Canyon County, Idaho**, to wit:

see attached Exhibit A

APN:

TO HAVE AND TO HOLD the said premises, with their appurtenances except for salvage rights on buildings, gates, fences & all personal property per the Purchase and Sale Agreement, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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.

[Signature of Grant B. Richards]

Grant B. Richards

[Signature of Carrol Richards]

Carrol Richards

APN:

Warranty Deed
- continued

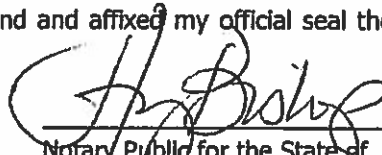
File No.: NCS-130049-801 (rmr)
Date: 07/30/2006

STATE OF Idaho)
SS.

COUNTY OF Ada

On this 15th day of August, 2006, before me, a Notary Public in and for said State, personally appeared **Grant B. Richards and Carrol Richards**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of ID
Residing at: Kuna, ID
My Commission Expires: 10-7-10

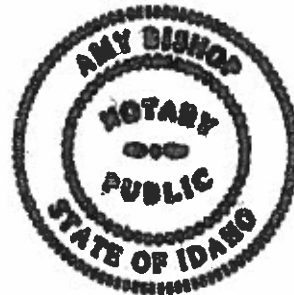


EXHIBIT A

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A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Southeast corner of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, thence along the Southerly boundary of the Southeast Quarter Section 29, said Southerly boundary also being the centerline of West Amity Road,

North 88° 40' 12" West 2,679.58 feet to an iron pin marking the Southwest corner of the said Southeast Quarter of Section 29; thence leaving said Southerly boundary and centerline and along the Westerly boundary of the said Southeast Quarter of Section 29, said Westerly boundary also being the centerline of Dewey Lane,

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North 00° 56' 23" East 466.70 feet to an iron pin on the Northerly boundary of the said Southwest Quarter of the Southeast Quarter of Section 29; thence leaving said right-of-way, and along said Northerly boundary,

South 88° 43' 51" East 466.70 to an iron pin; thence leaving said Northerly boundary,

South 00° 56' 23" West 466.70 feet to an iron pin; thence

North 88° 43' 51" West 466.70 to the POINT OF BEGINNING.

Purchase and Sale Agreement of Option to Purchase

This Purchase and Sale agreement of Option To Purchase ("Agreement") is entered into this 16th day of September, 2006 between BRITTANIA HEIGHTS LLC, an Idaho limited liability company with a principal place of business at 8645 West Franklin Road, Boise, Idaho 83709 ("Buyer") and MGJ INVESTORS, a Utah general partnership with a principal place of business at 39 East Eaglecridge Dr., Suite 200, North Salt Lake, UT 84054, or its assigns ("Seller").

1. **Right to Purchase:** In consideration mutual covenants Seller hereby grants to Buyer the exclusive right to purchase that certain Option to Purchase attached as Exhibit "A" attached hereto ("PSA") together with all rights thereto ("Property"). Buyer shall have the right to terminate this Agreement at any time during the Initial Option Period.

2. **Purchase Price:** The total Purchase Price of the Property shall be \$55,000 per acre of land in the underlying real property described in the PSA less the underlying purchase price to purchase such real property in the PSA ("Purchase Price").

3. **Exercise of Right:** This Right shall be exercised by notice to Seller on or before 10 days prior to the time allowed to close the first portion under the PSA.

4. **Title:** Seller has delivered to Buyer copies of a Preliminary Title Report on the underlying property of the PSA prepared by the title company under the PSA, and shall also forward to Buyer full copies of all exceptions set forth therein ("Title Report"). Buyer shall then have Thirty (30) days after its receipt of the Title Report to notify Seller of Buyer's disapproval of any conditions revealed by said Title Report ("Title Objections"). Upon receipt of Buyer's Title Objections, Seller shall have Thirty (30) days to cure said Title Objections. Should Seller be unable or unwilling to cure the Title Objections, Buyer shall have the right to i) cure the Title Objections itself, and close this transaction, or ii) Close this transaction notwithstanding the Title Objections, or iii) terminate this agreement and forfeit any consideration. In no event shall Seller be obligated to cure the Title Objections.

5. **Closing/Costs:** Closing shall be upon the execution by both Buyer and Seller of an assignment and assumption of the PSA and Buyer executing and guaranteeing a promissory note for the Purchase Price to Seller and delivery of the same.

6. **Conditions to Close:** The closing of this Agreement on the Property is conditioned upon the occurrence of all of the following prior to or at closing unless waived by the Buyer or Seller in writing:

- a) Seller shall comply with all of its obligations under this Agreement and the PSA;
- b) Buyer shall have completed its due diligence review as set forth in this Agreement and shall have approved the Property;

c) Seller is the Buyer under the PSA and shall not be in default und the PSA.

7. **License for Entry:** Buyer is hereby granted a non-exclusive license to enter upon the underlying property to conduct all reasonable inspections and investigations relating to the suitability of the Property, including, but without limitation, the conducting of surveys, soil tests and engineering studies. Upon completion of any inspection, or test of the underlying property, Buyer shall restore the underlying property to as near its original condition as is reasonably feasible. In conducting its inspections or tests, Buyer shall indemnify and hold Seller harmless from any loss, damage or claim rising out of the Buyer's conducting said inspections or tests on the underlying property. Within ten (10) of the mutual execution of this Agreement, Seller shall deliver to Buyer all documents in its possession or reasonably available on the Property that have not been previously provided to the Buyer, including but not limited to, surveys, soil surveys, geotechnical and environmental reports.

8. **Broker:** Any commissions payable by reason of this transaction shall be the responsibility of Seller. Buyer warrants, however, that no broker or agent is entitled to any fee or compensation in the capacity as Buyer's agent or otherwise on Buyer's behalf.

9. **Zoning/Permit Cooperation:** Seller shall cooperate with Buyer in obtaining all necessary permits and zoning for Buyer's intended development of the Property.

10. **Notices:** Notices made by the parties hereto must be in writing and be served personally, or by: depositing the notice in the United States mail, postage prepaid, certified or registered mail; sending the notice via reputable overnight courier; or by sending notice via facsimile transmission provided a hard copy of the notice is sent concurrently via reputable overnight courier. All notices shall be sent addressed as follows:

If to Seller: MGJ INVESTORS
39 East Eagleridge Dr., Suite 200,
North Salt Lake, UT 84054
(801)936-1490 Phone
(801)936-1491 FAX

If to Buyer: BRITTANIA HEIGHTS LLC
8645 W. Franklin Road
Boise, Idaho 83709
(208) 376-8522 Phone
(208) 376-8523 FAX

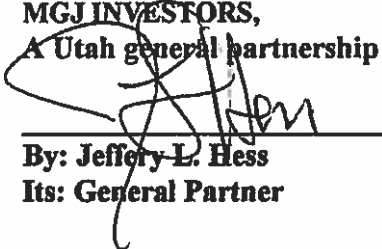
11. **Warranty:** Seller hereby makes no warranties as to the status of the Property. Buyer shall purchase the same based on its own investigation. Seller will, however, deliver an assignment and assumption of the Property at closing.

12. **Default:** If Buyer defaults on any of its obligations hereunder Seller shall have the right to terminate this Agreement, and retain any consideration as liquidated damages and its sole remedy,

it being agreed that determining damages in such situation would be difficult. If Seller defaults on any of its obligations hereunder Buyer shall have the right to whatever remedies are allowed under law.

Seller:

**MGJ INVESTORS,
A Utah general partnership**


By: Jeffrey L. Hess
Its: General Partner

Buyer:

**BRITTANIA HEIGHTS LLC,
an Idaho limited liability company**

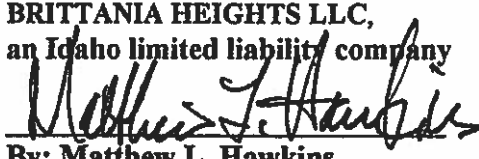

By: Matthew L. Hawkins
Its: Manager

EXHIBIT A

Option To Purchase

This Option To Purchase ("Option") is entered into this 15th day of January, 2005 between PATRIOT CAPITAL PARTNERS LLC, an Idaho limited liability company with a principal place of business at 8645 West Franklin Road, Boise, Idaho 83709 ("Seller") and MGJ INVESTORS, a Utah general partnership with a principal place of business at 39 East Eagleridge Dr., Suite 200, North Salt Lake, UT 84054, or its assigns ("Buyer").

1. **Option:** In consideration mutual covenants Seller hereby grants to Buyer the exclusive option to purchase that certain real property described in Exhibit "A" attached hereto together with all rights thereto ("Property") Buyer shall have the right to terminate this Option at any time during the Initial Option Period.
2. **Purchase Price:** The total Purchase Price of the Property shall be Seller's costs of purchasing and any costs of engineering etc. the Property at time of closing plus a profit of 4% ("Purchase Price").
3. **Exercise of Option:** This Option shall be exercised by notice to Seller on or before December 31, 2006.
4. **Title:** Seller has delivered to Buyer copies of a Preliminary Title Report on the underlying property of the PSA prepared by the title company under the PSA, and shall also forward to Buyer full copies of all exceptions set forth therein ("Title Report"). Buyer shall then have Thirty (30) days after its receipt of the Title Report to notify Seller of Buyer's disapproval of any conditions revealed by said Title Report ("Title Objections"). Upon receipt of Buyer's Title Objections, Seller shall have Thirty (30) days to cure said Title Objections. Should Seller be unable or unwilling to cure the Title Objections, Buyer shall have the right to i) cure the Title Objections itself, and close this transaction, or ii) Close this transaction notwithstanding the Title Objections, or iii) terminate this agreement and forfeit any consideration. In no event shall Seller be obligated to cure the Title Objections.
5. **Closing/Costs:** Closing shall be upon the execution and delivery by Seller a deed conveying the property and Buyer executing and guaranteeing a promissory note for the Purchase Price to Seller and delivery of the same.
6. **Conditions to Close:** The closing of this Option on the Property is conditioned upon the occurrence of all of the following prior to or at closing unless waived by the Buyer or Seller in writing:
 - a) Seller shall comply with all of its obligations under this Option;
 - b) Buyer shall have completed its due diligence review as set forth in this Option and shall have approved the Property;

7. **License for Entry:** Buyer is hereby granted a non-exclusive license to enter upon the underlying property to conduct all reasonable inspections and investigations relating to the suitability of the Property, including, but without limitation, the conducting of surveys, soil tests and engineering studies. Upon completion of any inspection, or test of the underlying property, Buyer shall restore the underlying property to as near its original condition as is reasonably feasible. In conducting its inspections or tests, Buyer shall indemnify and hold Seller harmless from any loss, damage or claim rising out of the Buyer's conducting said inspections or tests on the underlying property. Within ten (10) of the mutual execution of this Option, Seller shall deliver to Buyer all documents in its possession or reasonably available on the Property that have not been previously provided to the Buyer, including but not limited to, surveys, soil surveys, geotechnical and environmental reports.

8. **Broker:** Any commissions payable by reason of this transaction shall be the responsibility of Seller. Buyer warrants, however, that no broker or agent is entitled to any fee or compensation in the capacity as Buyer's agent or otherwise on Buyer's behalf.

9. **Notices:** Notices made by the parties hereto must be in writing and be served personally, or by: depositing the notice in the United States mail, postage prepaid, certified or registered mail; sending the notice via reputable overnight courier; or by sending notice via facsimile transmission provided a hard copy of the notice is sent concurrently via reputable overnight courier. All notices shall be sent addressed as follows:

If to Buyer: MGJ INVESTORS,
39 East Eagleridge Dr., Suite 200,
North Salt Lake, UT 84054
(801)936-1490 Phone
(801)936-1491 FAX

If to Seller: PATRIOT CAPITAL PARTNERS LLC
8645 W. Franklin Road
Boise, Idaho 83709
(208) 376-8522 Phone
(208) 376-8523 FAX

11. **Warranty:** Seller hereby makes no warranties as to the status of the Property. Buyer shall purchase the same based on its own investigation. Seller will, however, deliver a deed to the Property at Closing.

12. **Default:** If Buyer defaults on any of its obligations hereunder Seller shall have the right to terminate this Option, and retain any consideration as liquidated damages and its sole remedy, it being agreed that determining damages in such situation would be difficult. If Seller defaults on any of its obligations hereunder Buyer shall have the right to whatever remedies are allowed under law.

Seller:

**PATRIOT CAPITAL PARTNERS LLC,
an Idaho limited liability company**



By: Gary R. Hawkins
Its: Manager

Buyer:

**MGJ INVESTORS,
a Utah general partnership**



By: Jeffery L. Hess
Its: General Partner

EXHIBIT A

Parcel I

The Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Southeast corner of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, thence along the Southerly boundary of the Southeast Quarter Section 29, said Southerly boundary also being the centerline of West Amity Road,

North 88° 40' 12" West 2,679.58 feet to an iron pin marking the Southwest corner of the said Southeast Quarter of Section 29; thence leaving said Southerly boundary and centerline and along the Westerly boundary of the said Southeast Quarter of Section 29, said Westerly boundary also being the centerline of Dewey Lane,

North 00° 56' 23" East 856.93 feet to a P.K. nail; thence leaving said Westerly boundary and centerline

South 88° 43' 51" East 25.00 feet to an iron pin on the Easterly right-of-way of Dewey Lane, said iron pin being the REAL POINT OF BEGINNING; thence along said Easterly right-of-way,

North 00° 56' 23" East 466.70 feet to an iron pin on the Northerly boundary of the said Southwest Quarter of the Southeast Quarter of Section 29; thence leaving said right-of-way, and along said Northerly boundary,

South 88° 43' 51" East 466.70 to an iron pin; thence leaving said Northerly boundary,

South 00° 56' 23" West 466.70 feet to an iron pin; thence

North 88° 43' 51" West 466.70 to the POINT OF BEGINNING.

PROJECT: McDermott Road
FILE NAME: Purchase Ag.ements
FILE #: SA3200 PC: _____
LOC: 08 PROJ: 06612
DESC: Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY

THIS AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made as of the 16th day of November, 2004, by and between GRANT B. and CARROL RICHARDS, husband and wife, whose address is 4383 Lamont Road, Meridian, Idaho, 83642 ("Seller"), and PATRIOT CAPITAL PARTNERS LLC, an Idaho limited liability company, its successors, assigns, or designees, whose address is 8645 W. Franklin Road, Boise, Idaho, 83709 ("Buyer").

1. Earnest Money: In consideration of the sum of Five Thousand Dollars (\$5,000), paid to Escrow Holder within five (5) days of the execution hereof, who shall deposit into escrow for the benefit of Seller, receipt of which is hereby acknowledged, Seller hereby agrees to sell and Buyer agrees to purchase that certain real property, approximately 35 acres, located in the County of Canyon, State of Idaho, shown on Exhibit "A" attached hereto and incorporated herein by this reference, together with all easements, rights and appurtenances (including water rights) thereto ("Subject Property"), all in accordance with the terms and conditions hereinafter set forth.

2. Due Diligence Period: Buyer will have until one hundred eighty (180) days following execution of this Agreement to complete any necessary due diligence (Due Diligence Period), at its sole expense. This includes all "environmental matters" as determined necessary by Buyer and/or are otherwise required. Buyer shall have the right to terminate this Agreement during the Due Diligence Period, as the same may be extended, if, for any reason in its sole discretion, the property is not satisfactory, including but not limited to title, environmental, and geotechnical issues. In such event, Escrow Holder shall return the Earnest Money Deposit to Buyer without execution of any release or consent by Seller. On or before the expiration of the Due Diligence Period, Buyer may elect to extend the Due Diligence Period for an additional one hundred eighty (180) days upon providing written notice to Seller and depositing an additional Earnest Money Deposit payment to Escrow Holder in the amount of Five thousand (\$5,000). If Buyer does not cancel the Agreement during the Due Diligence Period, as the same may be extended, the entire Earnest Money Deposit becomes non-refundable to Buyer but applicable to the Total Purchase Price except for Seller's default. Upon expiration of the Due Diligence Period, as the same may be extended, shall close upon the final and uncontested Governmental Approvals of a residential subdivision plat signed by the appropriate governmental agencies without conditions unsatisfactory to Buyer in its sole discretion. If during the Due Diligence Period either Grant or Carol were to pass away, then Buyer shall have thirty (30) days to either purchase the property by paying off the underlying contract of sale (estimated at \$138,000) and then Seller shall carry back a note for the remainder of the Purchase Price at the interest rate of seven percent (7%) per annum with payments made quarterly until the time frame stated for closing in Section 8 or terminate this agreement. If Grant or Carol were to pass away after the Due Diligence Period, then Buyer shall have thirty (30) days to purchase the Subject Property by paying off the underlying contract according to Section 8.

3. License for Entry: Buyer is hereby granted a license to enter upon the Subject Property for all purposes reasonably related to a full and adequate determination of the suitability of the Subject Property for Buyer's purposes, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits. Buyer agrees to indemnify,

defend and hold harmless Seller from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever, arising out of Buyer's exercise of the license granted herein, unless caused by the willful or negligent act or omission of Seller, its agents, contractors or employees.

4. Purchase Price: The Purchase Price of the Subject Property is Five Hundred Twenty Five Thousand and 00/100 dollars (\$525,000) payable according to the following terms:

(a) The Earnest Money deposit shall be applied toward the purchase price of the Subject Property.

(b) The remaining balance shall be paid in cash at closing unless otherwise stated herein.

5. Conditions to Close: The closing of this sale and purchase is conditioned upon the occurrence of all of the following prior to closing:

(a) The truth and accuracy of all warranties and representations of Seller set forth herein;

(b) Seller's compliance with all of its other obligations under this agreement;

(c) Seller obtaining final uncontested Government Approvals of a residential subdivision plat signed by the appropriate governmental agencies;

(d) Seller shall remove all personal property including old automobiles, farm machinery or the like from the property no later than ninety (90) days after Buyer takes title to the Subject Property.

6. Government Approvals: Seller agrees to cooperate with Buyer and to execute any documents which may be necessary or convenient to insure that the Subject Property is zoned, and all studies, reports, permits, approvals and written agreements (including, but not limited to, planned development approvals, site plan approvals, plat acceptances, demolition, building and use permits, architectural approvals, and environmental reports and permits) required by the appropriate public or governmental authorities to permit the construction of Buyer's subdivision on the Subject Property and in accordance with Buyer's proposed plans and all without conditions thereto or conditions which are unsatisfactory to Buyer ("Government Approvals"). All Government Approvals shall not be deemed to be finally adopted until the last time period within which to contest each such matter by administrative or judicial proceedings, referendums, petitions for rehearing or otherwise has expired.

7. Escrow Holder and Title: Upon execution, an escrow shall be opened with First American Title Company, National Commercial Services, 7311 Potomac Drive, Boise, ID 83704, Phone: 1-800-321-7311, Fax 1-208-327-5514, Attn: May Lin Carlsen - Title Officer ("Escrow Holder / Title Company"). Buyer shall order a Preliminary Title Report on the Subject Property within Ten days of opening escrow, which shall include full legible copies of all exceptions set

forth therein ("Title report"). Buyer shall then have until the end of the Due Diligence Period to notify Seller of Buyer's disapproval of any conditions revealed by said Title Report ("Title Objections"). Upon receipt of Buyer's Title Objections, Seller shall have thirty (30) days to cure or agree to cure at or prior to closing said Title Objections. Should Seller be unable or unwilling to cure the Title Objections, Buyer shall have the right to i) cure the Title Objections itself, and close this transaction, or ii) close this transaction notwithstanding the Title Objections, or iii) terminate this agreement and receive a full refund of the Earnest Money deposited. In no event shall Seller be obligated to cure the Title Objections.

8. Closing: Closing shall be the date on which the Warranty Deed to Buyer is recorded and the balance of the Purchase Price is delivered to Seller, but in no event later than thirty (30) days after the final uncontested Governmental Approvals of a residential subdivision plat signed by the appropriate governmental agencies required in Paragraph 5, but in no event later than July 31, 2006. Prior to closing, Seller shall deposit therein a duly executed and acknowledged Warranty Deed conveying the Subject Property and all of Seller's right, title and interest in and to all streets, alleys and rights-of-way adjacent thereto to Buyer or Buyer's designee, or portions to Buyer's designees, subject only to the Permitted Exceptions, together with instructions to deliver and record the Warranty Deed when the Escrow Holder is in a position to deliver to Seller the balance of the purchase price. After all of the conditions as set forth in Paragraph(s) 5, 6 and 7 have been met and Buyer has been so advised, Buyer shall deliver to Escrow Holder the balance of the purchase price with instructions to deliver the same to Seller upon recordation of Seller's Warranty Deed, ~~and issuance of the title insurance policy required by Paragraph 7.~~ Possession passes to Buyer on closing. Seller shall have ninety (90) days to salvage the house, buildings, attached buildings and fences. If anything is left after such salvage, it is Buyer's responsibility to remove. Buyer shall provide forty-five (45) days to Seller of Buyer's anticipated closing date in order for Seller to remove renters from the Subject Property. If the renters have not vacated by closing, the Buyer shall take the Subject Property subject to such tenant's rights. 

9. Costs: Buyer shall pay the cost of recording the Warranty Deed conveying the Subject Property to Buyer. Any escrow fees shall be paid equally by both parties. Taxes, rentals and utilities shall be prorated as of the time of closing. All other costs including, without limitation, all other recording fees, state documentary stamps, transfer taxes, excise taxes, assessments for improvements completed prior to the date hereof, whether levied or not, and all Standard abstracting, title examination fees and title insurance premiums shall be paid by Buyer.

10. Commissions: Buyer and Seller hereby acknowledge that Seller has worked with a Coleman Company on this transaction and any commissions payable by reason of this transaction shall be the responsibility of Seller pursuant to a separate agreement, if any.

11. Warranty: Seller makes the following warranties:

(a) Seller warrants that it has all rights, power and authority to execute this Agreement and to convey the Subject Property.

(b) The warranties and representations set forth in this Paragraph 11 shall constitute continuing warranties and representations, shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property from Seller, and shall survive the closing of Buyer's purchase of the Subject Property from Seller.

(c) Buyer shall take the property "as is" and do its own due diligence.

12. Successors: Buyer shall not assign this contract without Seller's reasonable consent. Seller shall have the right to transfer the Subject Property into an entity of its choice prior to Closing. This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

13. Attorney's Fees: In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

14. Default, Termination and Expiration:

(a) At any time while this Agreement is in full force and effect, Buyer may terminate this Agreement without liability by written notice to Seller and Escrow Holder if Seller breaches any of its warranties, promises or agreements made hereunder. This right of termination shall be in addition to any other remedies provided at law or equity. In such event, Escrow Holder shall return the deposit to Buyer without execution of any release or consent by Seller.

(b) Should Buyer fail to deliver the balance of the purchase price or escrow instructions as provided in Paragraph 8, Seller must give ten (10) days' written notice to Buyer and Escrow Holder; if Buyer's default is not cured within such ten (10) days, this Agreement shall terminate and Escrow Holder shall immediately transfer the Earnest Money deposit to Seller (without execution of any release or consent by Buyer) which Seller shall retain as its sole remedy.

15. Notices: Notices made by the parties hereto must be in writing and be served personally, or by: depositing the notice in the United States mail, postage prepaid, certified or registered mail; sending the notice via reputable overnight courier; or by sending notice via facsimile transmission provided a hard copy of the notice is sent via authorized method herein. All notices shall be sent addressed as follows:

If to Seller:

GRANT B. and CARROL RICHARDS
4383 Lamont Rd, Meridian
Meridian ID 83642
(208) 888-6904 Phone
() FAX

If to Buyer: Jeffery L Hess
8645 W. Franklin Road
Boise, Idaho 83709
(208) 376-8522
(208) 376-8523 FAX

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above,, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the notice, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party or (iv) the post mark date if deposited in the US Postal Service, the date deposited with any reputable overnight service defined above or the date sent via facsimile.

16. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. This Agreement may be executed by facsimile.

17. Offer Acceptance Date: This offer is hereby withdrawn as of November 17, 2004 unless executed by Seller.

18. Cooperation With 1031 Exchange. Buyer and Seller shall have the right to effect an exchange which shall qualify for tax deferral under Section 1031 and, in such event, both Buyer and Seller agree to cooperate with such exchanges, provided that such exchanges shall not delay the closing and that no additional costs shall be unreasonably incurred by either party toward the other in effecting such exchange. Neither party is required to acquire any real property other than the real property which is the subject of the contract.

EXECUTED as of the date first above written.

SELLER:

GRANT B. & CARROL RICHARDS,
husband and wife

By: Grant B. Richards
Grant B. Richards

By: Carrol Richards
Carrol Richards

BUYER:

PATRIOT CAPITAL PARTNERS LLC,
an Idaho limited liability company

By: [Signature]
Its: Manager

Option To Purchase

This Option To Purchase ("Option") is entered into this 15th day of January, 2005 between PATRIOT CAPITAL PARTNERS LLC, an Idaho limited liability company with a principal place of business at 8645 West Franklin Road, Boise, Idaho 83709 ("Seller") and MGJ INVESTORS, a Utah general partnership with a principal place of business at 39 East Eagleridge Dr., Suite 200, North Salt Lake, UT 84054, or its assigns ("Buyer").

1. **Option:** In consideration mutual covenants Seller hereby grants to Buyer the exclusive option to purchase that certain real property described in Exhibit "A" attached hereto together with all rights thereto ("Property") Buyer shall have the right to terminate this Option at any time during the Initial Option Period.

2. **Purchase Price:** The total Purchase Price of the Property shall be Seller's costs of purchasing and any costs of engineering etc. the Property at time of closing plus a profit of 4% ("Purchase Price").

3. **Exercise of Option:** This Option shall be exercised by notice to Seller on or before December 31, 2006.

4. **Title:** Seller has delivered to Buyer copies of a Preliminary Title Report on the underlying property of the PSA prepared by the title company under the PSA, and shall also forward to Buyer full copies of all exceptions set forth therein ("Title Report"). Buyer shall then have Thirty (30) days after its receipt of the Title Report to notify Seller of Buyer's disapproval of any conditions revealed by said Title Report ("Title Objections"). Upon receipt of Buyer's Title Objections, Seller shall have Thirty (30) days to cure said Title Objections. Should Seller be unable or unwilling to cure the Title Objections, Buyer shall have the right to i) cure the Title Objections itself, and close this transaction, or ii) Close this transaction notwithstanding the Title Objections, or iii) terminate this agreement and forfeit any consideration. In no event shall Seller be obligated to cure the Title Objections.

5. **Closing/Costs:** Closing shall be upon the execution and delivery by Seller a deed conveying the property and Buyer executing and guaranteeing a promissory note for the Purchase Price to Seller and delivery of the same.

6. **Conditions to Close:** The closing of this Option on the Property is conditioned upon the occurrence of all of the following prior to or at closing unless waived by the Buyer or Seller in writing:

- a) Seller shall comply with all of its obligations under this Option;
- b) Buyer shall have completed its due diligence review as set forth in this Option and shall have approved the Property;

7. **License for Entry:** Buyer is hereby granted a non-exclusive license to enter upon the underlying property to conduct all reasonable inspections and investigations relating to the suitability of the Property, including, but without limitation, the conducting of surveys, soil tests and engineering studies. Upon completion of any inspection, or test of the underlying property, Buyer shall restore the underlying property to as near its original condition as is reasonably feasible. In conducting its inspections or tests, Buyer shall indemnify and hold Seller harmless from any loss, damage or claim rising out of the Buyer's conducting said inspections or tests on the underlying property. Within ten (10) of the mutual execution of this Option, Seller shall deliver to Buyer all documents in its possession or reasonably available on the Property that have not been previously provided to the Buyer, including but not limited to, surveys, soil surveys, geotechnical and environmental reports.

8. **Broker:** Any commissions payable by reason of this transaction shall be the responsibility of Seller. Buyer warrants, however, that no broker or agent is entitled to any fee or compensation in the capacity as Buyer's agent or otherwise on Buyer's behalf.

9. **Notices:** Notices made by the parties hereto must be in writing and be served personally, or by: depositing the notice in the United States mail, postage prepaid, certified or registered mail; sending the notice via reputable overnight courier; or by sending notice via facsimile transmission provided a hard copy of the notice is sent concurrently via reputable overnight courier. All notices shall be sent addressed as follows:

If to Buyer: MGJ INVESTORS,
39 East Eagleridge Dr., Suite 200,
North Salt Lake, UT 84054
(801)936-1490 Phone
(801)936-1491 FAX

If to Seller: PATRIOT CAPITAL PARTNERS LLC
8645 W. Franklin Road
Boise, Idaho 83709
(208) 376-8522 Phone
(208) 376-8523 FAX

11. **Warranty:** Seller hereby makes no warranties as to the status of the Property. Buyer shall purchase the same based on its own investigation. Seller will, however, deliver a deed to the Property at Closing.

12. **Default:** If Buyer defaults on any of its obligations hereunder Seller shall have the right to terminate this Option, and retain any consideration as liquidated damages and its sole remedy, it being agreed that determining damages in such situation would be difficult. If Seller defaults on any of its obligations hereunder Buyer shall have the right to whatever remedies are allowed under law.

Seller:

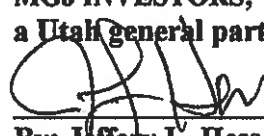
**PATRIOT CAPITAL PARTNERS LLC,
an Idaho limited liability company**



**By: Gary R. Hawkins
Its: Manager**

Buyer:

**MGJ INVESTORS,
a Utah general partnership**



**By: Jeffery L. Hess
Its: General Partner**

EXHIBIT A

Parcel I

The Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Southeast corner of Section 29, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, thence along the Southerly boundary of the Southeast Quarter Section 29, said Southerly boundary also being the centerline of West Amity Road,

North 88° 40' 12" West 2,679.58 feet to an iron pin marking the Southwest corner of the said Southeast Quarter of Section 29; thence leaving said Southerly boundary and centerline and along the Westerly boundary of the said Southeast Quarter of Section 29, said Westerly boundary also being the centerline of Dewey Lane,

North 00° 56' 23" East 856.93 feet to a P.K. nail; thence leaving said Westerly boundary and centerline

South 88° 43' 51" East 25.00 feet to an iron pin on the Easterly right-of-way of Dewey Lane, said iron pin being the REAL POINT OF BEGINNING; thence along said Easterly right-of-way,

North 00° 56' 23" East 466.70 feet to an iron pin on the Northerly boundary of the said Southwest Quarter of the Southeast Quarter of Section 29; thence leaving said right-of-way, and along said Northerly boundary,

South 88° 43' 51" East 466.70 to an iron pin; thence leaving said Northerly boundary,

South 00° 56' 23" West 466.70 feet to an iron pin; thence

North 88° 43' 51" West 466.70 to the POINT OF BEGINNING.

July 6, 2007

IDWR Western Region
Attn: Lori Harris
2735 Airport Way
Boise, ID 83705-5082

**RE: Snake River Basin Adjudication (SRBA)
Water Right No. 63-21715**

Dear Ms. Harris:

Enclosed please find the completed Notice of Change of Water Right Ownership form,
Purchase contracts and 2 Deeds.

If you have any questions regarding this letter, please feel free to contact me at 208-947-
4730.

Sincerely,



Jeff Hess
Owner
Brittania Heights LLC

JLH:dll

Enclosures

RECEIVED
JUL 09 2007
WATER RESOURCES
WESTERN REGION



State of Idaho

DEPARTMENT OF WATER RESOURCES

2735 Airport Way • Boise, Idaho 83705-5082

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

WESTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

April 12, 2007

PATRIOT CAPITAL PARTNERS
8645 W FRANKLIN
BOISE ID 83709

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 63-21715

Dear Sir or Madam:

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

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

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

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region

LH:1
Enclosures

REAL PROPERTY INQUIRY

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+++++
01 6R30608-000- -0 010-00 N SCH + 02 12,600 33.00
+++++
10 36,000 1.00
PATRIOT CAPITAL PARTNERS LLC + 19 1.00
+ 31 42,600
+ 32 37,400
+
+
+

```

8645 W FRANKLIN RD

BOISE ID 83709

+++++

29-3N-1W SE

SW SE LS TX 97040

+ TOTAL 128,600 35.00

+ SURVEY INST 9612445

+ DRAIN DR VALUE APPR KMP

+ CLASS R2 REAP 03 MAN 02 UNIT 1

+ PARCEL 6R03N01W298401 H/O N C/B N

+ PRIOR ACCOUNT 5R30608-000- -0

+ 02 MH on Property NO

MODE:F ACTION:

COMPANION SHEET INQUIRY

TRQK361

01 ACCOUNT: 6R30608-000- -0 AREA 010-00 DRAIN VALUE CLASS R2 H/O N
 SEC 29 TWN 3N RNG 1W QTR SE CITY/SUB 0 BLK LOT 8401
 OWNERSHIP MUST BE 'C' FOR CURRENT OR 'P' FOR PREVIOUS

OWNERSHIP C

OWNERSHIP P

GELLHAUS, ERNEST HARLAN

GELLHAUS, ERNEST HARLAN

& GELLHAUS, BETTE SLIPER-TRUST

& GELLHAUS, BETTE SLIPER-TRST

% RICHARDS, GRANT B &

% RICHARDS, CARROL H/W

MAILING ADDRESS

LEGALS

8645 W FRANKLIN RD

29-3N-1W SE

SW SE LS TX 97040

BOISE

ID 83709

SITE ADDRESS

7216 AMITY AVE NA

COMMENTS

REMARKS

PRIOR ACCOUNT 5R30608000 0

8401970, SHERIFF'S DEED-9400161-

PARCEL 03N01W298401 SRVY

TAKES THE LAND 9422878

INSTR 9612445C ACRES 35.00

9612444,9612445

SPLIT YR 1997 DOCUMENT CO

SPLIT 5.00AC TO R30608-010- -0

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED



RECEIVED
FEB 07 2007
WATER RESOURCES
WESTERN REGION

[Handwritten signature]
NOT AT
THIS ADDRESS
NOT DELIVERABLE
RE-ADDRESSED,
UNABLE TO FORWARD
SHERA M BASTIAN
BANK'S DEASTIAN
5340 S BLACKCAT RD
MERIDIAN ID 83642

63-21715

Grant Richards
~~4383 Laramie Rd~~
~~Meridian 83642~~

Patriot Capital Partners
8645 W Franklin
Boise 83704

09/26/2006

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

RIGHT NUMBER: 63-21715

NAME AND ADDRESS: SHEILA M BASTIAN
5340 S BLACKCAT RD
MERIDIAN ID 83642

BARRY D BASTIAN
5340 S BLACKCAT RD
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.230 CFS

The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

PRIORITY DATE: 09/02/1940

POINT OF DIVERSION:
T03N R01W S29 SWSE Within CANYON County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	DOMESTIC	01/01 12/31	0.040 CFS
	STOCKWATER	01/01 12/31	0.190 CFS
PLACE OF USE:	<u>STOCKWATER Within CANYON County</u>		
	T03N R01W S29 SWSE		
	<u>DOMESTIC same as STOCKWATER</u>		

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

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

The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Physical address of place of use is 7216 Amity Avenue, Nampa, Idaho.

Parcel No. R3060800000.



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 19, 2006

Donivan Roberts, Ryan Arnold & Lacy Arnold
PO Box 190073
Boise, ID 83719

RE: Notice of Change of Water Right Ownership Claim No. 63-21715

Dear Property Owners:

This office has reviewed the Notice of Change of Water Right Ownership you have submitted (copy enclosed), however, we are unable to complete this ownership change at this time. The Warranty deed submitted indicates the transfer of property located in NW ¼ Section 34, Township 3 North, Range 1 West. The above referenced water right is for property located in the excluded area located in the SE ¼ of Section 29, Township 3 North, Range 1 West. It appears that the information submitted does not pertain to the water right number referenced above. However after searching with the legal description provided on the deed it is possible that water right 63-20971 may apply to your property. If, after further research, you find more information concerning a water right with this legal description, please contact us

Thank you for your patience and cooperation, as we have had several ownership changes to process. Please feel free to contact this office if you have any questions concerning this letter.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region

LG: lg

Enclosures

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

RECEIVED
MAY 22 2005
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	A63-21715				

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) Berry D and Sheila M Bastian
4. New Owner/Claimant(s) Meridian Downman Roberts, Ryan Arnold, Larry Arn
Name Connector (Check one): ☐ and ☐ or ☒ and/or
- New Mailing Address PO Box 190073
- City, State and ZIP Code Boise ID 83719
- New Telephone Number (208) 602-3800
5. Date you acquired the property 1/6/06

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



QUITCLAIM DEED

FOR VALUE RECEIVED, Lacy R. Arnold a married woman as her sole and separate property does hereby convey, release, remise and forever quit claim unto Ryan J. Arnold a married man and Lacy R. Arnold a married woman and Donivon D. Roberts a married man whose current address is: PO Box 190073 Boise, ID 83719 the following described premises:

PARCEL I:

A parcel in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Northwest quarter and being North 75°09'28" East 899.00 feet to a point, to the South most point of 1 acre parcel and the REAL POINT OF BEGINNING; thence

*North 54°25'22" West 165.00 feet to a point; thence
North 35°34'38" East 264.00 feet to a point; thence
South 54°25'22" East 165.00 feet to a point; thence
South 35°34'38" West 264.00 feet to a point, THE REAL POINT OF BEGINNING.*

PARCEL II:

A parcel situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

*Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter to a point, THE REAL POINT OF BEGINNING; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 2°00'41" East 128.84 feet to a point on the North side of a 1 acre parcel; thence
North 54°25'22" West 63.10 feet to the North most corner of said 1 acre parcel; thence
North 2°00'41" West 75.77 feet to a point; thence
North 34°31'08" West 102.00 feet to a point; thence
North 55°33'03" West 91.31 feet to a point; thence
North 83°37'36" West 189.74 feet to a point; thence
South 79°31'44" West 139.32 feet to a point; thence
South 87°27'24" West 269.63 feet to a point; thence
North 77°11'39" West 156.44 feet to a point; thence
North 0°23'08" East 51.20 feet along the section line to the POINT OF BEGINNING.*

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

PARCEL III:

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 77°32'45" East 221.68 feet; thence
South 88°04'32" East 173.32 feet to the Easterly boundary of said Southwest quarter of the Northwest quarter; thence
South 0°18'0" West 579.95 feet along the Easterly boundary of said Southwest quarter of the Northwest quarter to the Southeast corner of said Southwest quarter of the Northwest quarter; thence
North 89°58'39" West 1321.87 feet along the Southerly boundary of said Southwest quarter of the Northwest quarter to the POINT OF BEGINNING.

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 12/12/05

By:

[Signature]
Lacy R. Arnold

State of Idaho)
) S.S.
County of Ada)

On this 12th day of December, in the year of 205, before me
ROBERT RUIZ, personally appeared
LACY R. ARNOLD, proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument,
and acknowledged that he (she)(they) executed the same.

[Signature]
Notary Public
My Commission Expires on 8/22/2011





ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/28/06 04:48 PM
DEPUTY Bonnie Oberbiling
RECORDED - REQUEST OF
Title One

AMOUNT 6.00 2



Order No.: A0544973

KS/BC

WARRANTY DEED

FOR VALUE RECEIVED,

SHEILA M. KERLEE and JAMES D. KERLEE, WIFE AND HUSBAND
The Grantor(s), do(es) hereby grant, bargain sell and convey unto
LACY R. ARNOLD, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY
whose current address is 70 N. HASTINGS, NAMPA, ID 83686

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

PARCEL I: N1375472.82 E2301806.37

A parcel in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Northwest quarter and being North 75°09'28" East 899.00 feet to a point, to the South most point of 1 acre parcel and the REAL POINT OF BEGINNING; thence

North 54°25'22" West 165.00 feet to a point; thence
North 35°34'38" East 264.00 feet to a point; thence
South 54°25'22" East 165.00 feet to a point; thence
South 35°34'38" West 264.00 feet to a point, THE REAL POINT OF BEGINNING.

PARCEL II:

A parcel situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

N1375472.82 E2301806.37
Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter to a point, THE REAL POINT OF BEGINNING; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 2°00'41" East 128.84 feet to a point on the North side of a 1 acre parcel; thence
North 54°25'22" West 63.10 feet to the North most corner of said 1 acre parcel; thence
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North 34°31'08" West 102.00 feet to a point; thence
North 55°33'03" West 91.31 feet to a point; thence
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South 79°31'44" West 139.32 feet to a point; thence
South 87°27'24" West 269.63 feet to a point; thence
North 77°11'39" West 156.44 feet to a point; thence

North 0°23'08" East 51.20 feet along the section line to the POINT OF BEGINNING.

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

PARCEL III:

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

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North 79°31'44" East 143.26 feet; thence

South 83°37'36" East 209.64 feet; thence

South 55°33'03" East 113.09 feet; thence

South 34°31'08" East 125.86 feet; thence

South 77°32'45" East 221.68 feet; thence

South 88°04'32" East 173.32 feet to the Easterly boundary of said Southwest quarter of the Northwest quarter; thence

South 0°18'0" West 579.95 feet along the Easterly boundary of said Southwest quarter of the Northwest quarter to the Southeast corner of said Southwest quarter of the Northwest quarter; thence

North 89°58'39" West 1321.87 feet along the Southerly boundary of said Southwest quarter of the Northwest quarter to the POINT OF BEGINNING.

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

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

Dated: 10/27/05

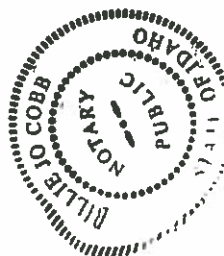
Sheila M. Kerlee
SHEILA M. KERLEE

James D. Kerlee
JAMES D. KERLEE

STATE OF IDAHO
COUNTY OF ADA

ON THIS 28TH OF OCTOBER, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED SHEILA M. KERLEE AND JAMES D. KERLEE, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Billie Jo Cobb
BILLIE JO COBB
NOTARY PUBLIC
RESIDING AT: MERIDIAN
MY COMMISSION EXPIRES: 11/12/2010



03N01W

29

28

2



WHAT IS COVERED BY 63-21715

32

33

34



WHAT IS DESCRIBED IN LEGAL
DESCRIPTION ON DEED SUBMITTED

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-20971

WATER RIGHT NUMBER: 63-20971

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SHEILA M BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357
Original Owner	BARRY D BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357

Priority Date: 01/01/1975

Basis: Decreed

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>
STOCKWATER	1/01 to 12/31	0.060 CFS	
DOMESTIC	1/01 to 12/31	0.040 CFS	
<u>Total Diversion:</u>		0.100 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4NW1/4	Sec. 34, Twp 03N, Rge 01W, B.M.
ADA County		

Place of Use

STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 01W 34							X										

DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 01W 34							X										

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-20971

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. STOCKWATER, 65 RANGE CATTLE PARCEL NO. S 1234233700
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:Comments:Dates and Other Information:

Licensed Date:
Decreed Date: 3/24/2000
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:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

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

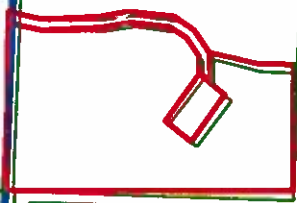
Verification Log:

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

Water Supply Bank:

03N01W

34





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

February 8, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

BARRY D AND SHEILA M BASTIAN
5340 BLACKCAT RD
MERIDIAN, ID 8364287

RE: EVIDENCE OF PRIORITY, COMMERCIAL USE, FIELD EXAM -
Snake River Basin Adjudication Claim No(s): A63-21715

Dear BARRY D AND SHEILA M BASTIAN:

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated printout of the claim(s) for your reference. You indicated, when this claim was filed, that the water right(s) was based on a "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. This claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date.**"

Additionally, you claimed a commercial use. Information is needed about this commercial use. If no evidence of this priority date or the commercial use is submitted, or we do not hear from you by March 1, 2006, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future. Please call me as soon as possible to let me know if you may not be able to submit proof of priority or if you have any questions not covered by this letter and the enclosed pamphlet.

In addition, since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. Therefore, either Ms. Sandy Hemenway, Ms. Merlaine Bishop or Mr. Ken Henley will be contacting you within the next few weeks to schedule a field exam.

Respectfully Submitted,


Vicky L. Music
Sr. Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet, Notice of Claim Report A63-21715
Commercial Use Worksheet

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

February 8, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ERNEST HARLAN AND BETTE SLIPER GELLHAUS TRUST
C/O GRANT AND CAROL RICHARDS
4383 LAMONT RD
MERIDIAN, ID 83642

RE: EVIDENCE OF PRIORITY, COMMERCIAL USE, FIELD EXAM -
Snake River Basin Adjudication Claim No(s): A63-21715

Dear ERNEST HARLAN AND BETTE SLIPER GELLHAUS TRUST:

In the past, BARRY D AND SHEILA M BASTIAN submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. You may be the owner of this water right claim. Enclosed is a computer generated printout of the claim(s) for your reference only, it is not necessary to return this printout or re-file it. BARRY D AND SHEILA M BASTIAN indicated, when this claim was filed, that the water right(s) was based on a "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed printout. This claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date.**"

Additionally, BARRY D AND SHEILA M BASTIAN claimed a commercial use. Information is needed about this commercial use. If no evidence of this priority date or the commercial use is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by March 1, 2006. Please call me as soon as possible if you think you may own a portion of this claim, to let me know if you may not be able to submit proof of priority or if you have any questions not covered by this letter and the enclosed pamphlet.

In addition, since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. Therefore, either Ms. Sandy Hemenway, Ms. Merlaine Bishop or Mr. Ken Henley will be contacting you within the next few weeks to schedule a field exam.

Lastly, Idaho statutes require that the Idaho Department of Water Resources (IDWR) be informed of a change in water right ownership within 120 days of the property transaction. If you purchased the property referenced in this letter and intend to pursue the claim file by BARRY D AND SHEILA M BASTIAN in the SRBA, please fill out the change of ownership form and send it with the required documentation to my attention at 2735 Airport Way, Boise, ID 83705. Please call me at (208) 334-2190 if you have questions.

Respectfully Submitted,



Vicky L. Music
Sr. Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim Report A63-21715 and map
Change of ownership form
Commercial Use Worksheet

2008 revision



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

February 8, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ERNEST HARLAN AND BETTE SLIPER GELLHAUS TRUST
C/O GRANT AND CAROL RICHARDS
7216 AMITY AVE
NAMPA, ID 83687

RE: EVIDENCE OF PRIORITY, COMMERCIAL USE, FIELD EXAM -
Snake River Basin Adjudication Claim No(s): A63-21715

Dear ERNEST HARLAN AND BETTE SLIPER GELLHAUS TRUST:

In the past, BARRY D AND SHEILA M BASTIAN submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. You may be the owner of this water right claim. Enclosed is a computer generated printout of the claim(s) for your reference only, it is not necessary to return this printout or re-file it. BARRY D AND SHEILA M BASTIAN indicated, when this claim was filed, that the water right(s) was based on a "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed printout. This claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date.**"

Additionally, BARRY D AND SHEILA M BASTIAN claimed a commercial use. Information is needed about this commercial use. If no evidence of this priority date or the commercial use is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by March 1, 2006. Please call me as soon as possible if you think you may own a portion of this claim, to let me know if you may not be able to submit proof of priority or if you have any questions not covered by this letter and the enclosed pamphlet.

In addition, since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. Therefore, either Ms. Sandy Hemenway, Ms. Merlaine Bishop or Mr. Ken Henley will be contacting you within the next few weeks to schedule a field exam.

Lastly, Idaho statutes require that the Idaho Department of Water Resources (IDWR) be informed of a change in water right ownership within 120 days of the property transaction. If you purchased the property referenced in this letter and intend to pursue the claim file by BARRY D AND SHEILA M BASTIAN in the SRBA, please fill out the change of ownership form and send it with the required documentation to my attention at 2735 Airport Way, Boise, ID 83705. Please call me at (208) 334-2190 if you have questions.

Respectfully Submitted,



Vicky L. Music
Sr. Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim Report A63-21715 and map
Change of ownership form
Commercial Use Worksheet

- 2004 Serial

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-21715 V1

WATER RIGHT NUMBER: 63-21715 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SHEILA M BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357
Current Owner	BARRY D BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357

Priority Date: 09/02/1940
Basis: Beneficial Use
Status: Active

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.040 CFS	
STOCKWATER	01/01 to 12/31	0.190 CFS	
<u>Total Diversion:</u>		0.230 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 29, Twp 03N, Rge 01W, B.M.
CANYON County		

Place of Use

STOCKWATER Within CANYON County

T03N R01W S29 SWSE

DOMESTIC same as STOCKWATER

Conditions of Approval:

1. Physical address of place of use is 7216 Amity Avenue, Nampa, Idaho.
2. 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.
3. Parcel No. R3060800000.
4. N09 The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.
5. N14 The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-21715 V1

Comments:

1. vmusic 5/23/2006 POD

Comment: LOCATION ESTIMATED FROM CLAIM MAP.

2. vmusic 5/23/2006 BASIS FOR RECOMMENDATION

Comment: NO RESPONSE FROM NEW OWNERS [2 LETTERS SENT] RE FIELD EXAM, COMMERCIAL USE AND EVIDENCE OF PRIORITY. REDUCED TO DOMESTIC AND SW.

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Summary			01/27/2006	lharris	Active
Contacts	5/23/2006 4:04:18 PM	vmusic			Active
Priority Date	5/23/2006 4:12:13 PM	vmusic			Active
POD	5/23/2006 4:12:29 PM	vmusic			Active
Source	5/23/2006 4:24:49 PM	vmusic			Active
POU	5/23/2006 4:25:13 PM	vmusic			Active
Use	5/23/2006 4:26:38 PM	vmusic			Active
Season	5/23/2006 4:27:26 PM	vmusic			Active
Quantity	5/23/2006 4:28:50 PM	vmusic			Active
Summary			05/23/2006	vmusic	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Contacts	5/23/2006 4:04:19 PM	vmusic	(No) 1. Do you want to schedule an appointment? Comment for 1: DESKTOP REVIEW
POU	5/23/2006 4:25:53 PM	vmusic	Updated shape for Active POU
POU	5/23/2006 4:26:13 PM	vmusic	Updated shape for Active POU

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-21715 V1

General	5/23/2006 4:12:13 PM	vmusic	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (No) 8. Is the basis of claim a posted notice? (No) 9. Is the Priority Date of this water use after the date a permit is required for the source and the water use? (No) 12. Does the claim file contain sufficient evidence of Priority Date? (No) 13. Has additional evidence of priority date been submitted? (Yes) 14. Can any portion of the claim be recommended as a valid water right? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - NO EVIDENCE SUBMITTED. REDUCE CLAIM TO D AND S. NO EVIDENCE REQUIRED.
POD	5/23/2006 4:12:29 PM	vmusic	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (No) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
POD	5/23/2006 4:23:06 PM	vmusic	Updated shape
Source	5/23/2006 4:24:49 PM	vmusic	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (No) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (No) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required?
POU	5/23/2006 4:25:14 PM	vmusic	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? Description for Question 13 - AERIALS, CLAIM MAP

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-21715 V1

Use	5/23/2006 4:26:38 PM	vmusic	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (Yes) 6. Is there evidence that there has been a change in the Purpose of Use? (No) 7. Can the change be verified as an accomplished transfer? (No) 8. Does the change include an enlargement of the Purpose of Use? (No) 12. Did the claimant file a transfer? (Yes) 13. Is a Purpose of Use remark and/or condition required?
Season	5/23/2006 4:27:27 PM	vmusic	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (No) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required? Description for Question 15 - IDWR STANDARD FOR USE
Quantity	5/23/2006 4:28:51 PM	vmusic	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is the basis of claim a posted notice? (No) 7. Is a flow measurement required? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (Yes) 12. Is a Quantity remark or condition required? Description for Question 7 - NOT REQUIRED FOR DE MINIMUS USE
Summary	1/27/2006 2:34:59 PM	lharris	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-21715 V1

Summary	5/23/2006 4:35:02 PM	vmusic	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (Yes) 4. Is any portion of the claim be recommended? (No) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
---------	----------------------	--------	--

Water Supply Bank:

Field Exam Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT

Desktop review/vl

Prior to Field Exam

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

~~Disallowed -~~
or added to D/S

CLAIMANT INFORMATION – verify contact information is complete

Claim No(s) 03-21715

Owner: _____ Phone No. _____

Current Address: _____

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

Accompanied by: _____

PRIORITY DATE

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

Priority date, per claimant, is: 9-2-1940

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

no evidence submitted

Source: _____ Tributary to _____

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

POINT OF DIVERSION

location estimated

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

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

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

Description of diverting works:

very general information provided in claim

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

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

WATER USESunable to verify☐ No change☒ Different Uses

Use DOM From 1-1 To 12-31 Amount .04 CFS _____ AFA
Use GW From 1-1 To 12-31 Amount .23 CFS _____ AFA
Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only"N" cases☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☐ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☒ No Change☐ Changes shown below:

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

Overlap with other water rights: none

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

Delivery System Narrative:

Don't have much information - see claim

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

FLOW MEASUREMENTS:

Attach appropriate documents

Site address: 1216 Amity Ave, Nampa.
Parcel # R306030000

NARRATIVE/REMARKS/COMMENTS

no bill found
no A for D/S not a det of his bly
no A for D/S not to > 13k apd.

- (1) sent aird of priority request letter to claimant of record
to new owner per Canyon CO Assessor - at 2 addresses. no
mail returned.
- (2) Disallowed based on no response no aird of priority,
no info re dairy operation & commercial use.
- (3) Field exam attempted in 2003. no calls returned - no
exam done.
- (4) Canyon CO Assessor info says "ad dairy"

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED:

5-23-06

FIELD EXAMINER:

Wick VmslC



63-21715. SENW SEC 18. 2004 AERIAL PHOTO.

5-31-06

Memorandum:

After running the metes and bounds on the attached change in ownership, I found that the property does not match up with the water right 63-21715 but there is a water right 63-20971 that does match and is owned by the Bastian's the same people the Arnold's list as the previous owners. I am still trying to determine which water right is the Arnold's or if any are.

Liberty Gagnon

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

RECEIVED
MAY 22 2006
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	Ab3-21715				

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)

Darryl D and Sheila M Bastian
5340 S Black Rd Meridian ID

4. New Owner/Claimant(s)

~~Meridian~~ Donivan Roberts, Ryan Arnold, Lacy Arnold
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

PO Box 190073

City, State and ZIP Code

Boise ID 83719

New Telephone Number

(208) 602-3800

5. Date you acquired the property

1/6/06

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only
 Received by ag Date 5-22-06 Fee 8
 Received by _____ Date _____ Receipt No. _____
 Processed by ag AJ Date _____ WR _____ Date _____



QUITCLAIM DEED

FOR VALUE RECEIVED, Lacy R. Arnold a married woman as her sole and separate property does hereby convey, release, remise and forever quit claim unto Ryan J. Arnold a married man and Lacy R. Arnold a married woman and Donivon D. Roberts a married man whose current address is: PO Box 190073 Boise, ID 83719 the following described premises:

PARCEL I:

A parcel in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Northwest quarter and being North 75°09'28" East 899.00 feet to a point, to the South most point of 1 acre parcel and the REAL POINT OF BEGINNING; thence

*North 54°25'22" West 165.00 feet to a point; thence
North 35°34'38" East 264.00 feet to a point; thence
South 54°25'22" East 165.00 feet to a point; thence
South 35°34'38" West 264.00 feet to a point, THE REAL POINT OF BEGINNING.*

PARCEL II:

A parcel situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

*Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter to a point, THE REAL POINT OF BEGINNING; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 2°00'41" East 128.84 feet to a point on the North side of a 1 acre parcel; thence
North 54°25'22" West 63.10 feet to the North most corner of said 1 acre parcel; thence
North 2°00'41" West 75.77 feet to a point; thence
North 34°31'08" West 102.00 feet to a point; thence
North 55°33'03" West 91.31 feet to a point; thence
North 83°37'36" West 189.74 feet to a point; thence
South 79°31'44" West 139.32 feet to a point; thence
South 87°27'24" West 269.63 feet to a point; thence
North 77°11'39" West 156.44 feet to a point; thence
North 0°23'08" East 51.20 feet along the section line to the POINT OF BEGINNING.*

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

PARCEL III:

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

*Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 77°32'45" East 221.68 feet; thence
South 88°04'32" East 173.32 feet to the Easterly boundary of said Southwest quarter of the Northwest quarter; thence
South 0°18'0" West 579.95 feet along the Easterly boundary of said Southwest quarter of the Northwest quarter to the Southeast corner of said Southwest quarter of the Northwest quarter; thence
North 89°58'39" West 1321.87 feet along the Southerly boundary of said Southwest quarter of the Northwest quarter to the POINT OF BEGINNING.*

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 12/12/05

By:

Lacy R. Arnold
Lacy R. Arnold

State of Idaho)
) S.S.
County of Ada)

On this 12th day of December, in the year of 20 5, before me
ROBERT RUIZ, personally appeared
LACY R. ARNOLD, proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument,
and acknowledged that he (she)(they) executed the same.

Robert Ruiz
Notary Public
My Commission Expires on 8/22/2011





ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/22/06 04:48 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Title One

AMOUNT 8.00 2



105163206

Order No.: A0544973

ks/pc

WARRANTY DEED

FOR VALUE RECEIVED,

SHEILA M. KERLEE and JAMES D. KERLEE, WIFE AND HUSBAND

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

LACY R. ARNOLD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

whose current address is 70 N. HASTINGS, NAMPA, ID 83686

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

PARCEL I: N1375472.82 E2301806.37

A parcel in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

Beginning at the Southwest corner of said Southwest quarter of the Northwest quarter and being North 75°09'28" East 899.00 feet to a point, to the South most point of 1 acre parcel and the REAL POINT OF BEGINNING; thence

North 54°25'22" West 165.00 feet to a point; thence

North 35°34'38" East 264.00 feet to a point; thence

South 54°25'22" East 165.00 feet to a point; thence

South 35°34'38" West 264.00 feet to a point, THE REAL POINT OF BEGINNING.

PARCEL II:

A parcel situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and is more particularly described as follows:

N1375472.82 E2301806.37

Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing

North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter to a point, THE REAL POINT OF BEGINNING; thence

South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:

North 87°27'24" East 259.43 feet; thence

North 79°31'44" East 143.26 feet; thence

South 83°37'36" East 209.64 feet; thence

South 55°33'03" East 113.09 feet; thence

South 34°31'08" East 125.86 feet; thence

South 2°00'41" East 128.84 feet to a point on the North side of a 1 acre parcel; thence

North 54°25'22" West 63.10 feet to the North most corner of said 1 acre parcel; thence

North 2°00'41" West 75.77 feet to a point; thence

North 34°31'08" West 102.00 feet to a point; thence

North 55°33'03" West 91.31 feet to a point; thence

North 83°37'36" West 189.74 feet to a point; thence

South 79°31'44" West 139.32 feet to a point; thence

South 87°27'24" West 269.63 feet to a point; thence

North 77°11'39" West 156.44 feet to a point; thence

North 0°23'08" East 51.20 feet along the section line to the POINT OF BEGINNING.

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

PARCEL III:

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 34, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter of the Northwest quarter and bearing
North 0°23'08" East 822.09 feet along the Westerly boundary of said Southwest quarter of the Northwest quarter; thence
South 77°11'39" East 160.71 feet to the approximate center of the Mason Creek Feeder Canal; thence meandering along the approximate center of Mason Creek Feeder Canal as follows:
North 87°27'24" East 259.43 feet; thence
North 79°31'44" East 143.26 feet; thence
South 83°37'36" East 209.64 feet; thence
South 55°33'03" East 113.09 feet; thence
South 34°31'08" East 125.86 feet; thence
South 77°32'45" East 221.68 feet; thence
South 88°04'32" East 173.32 feet to the Easterly boundary of said Southwest quarter of the Northwest quarter; thence
South 0°18'0" West 579.95 feet along the Easterly boundary of said Southwest quarter of the Northwest quarter to the Southeast corner of said Southwest quarter of the Northwest quarter; thence
North 89°58'39" West 1321.87 feet along the Southerly boundary of said Southwest quarter of the Northwest quarter to the POINT OF BEGINNING.

EXCEPT rights of way for Blackcat Road, Mason Creek Feeder and Ridenbaugh Highline Canal.

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

Dated: 10/27/05

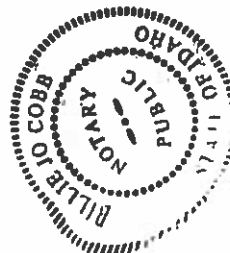
Sheila M. Kerlee
SHEILA M. KERLEE

James D. Kerlee
JAMES D. KERLEE

STATE OF IDAHO
COUNTY OF ADA

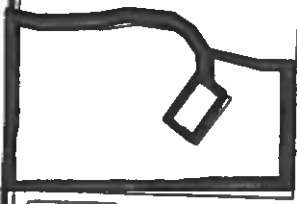
ON THIS 28TH OF OCTOBER, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED SHEILA M. KERLEE AND JAMES D. KERLEE, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Billie Jo Cobb
BILLIE JO COBB
NOTARY PUBLIC
RESIDING AT: MERIDIAN
MY COMMISSION EXPIRES: 11/12/2010



03N01W

34



Water Right Report 63-20971

WATER RIGHT NUMBER: 63-20971

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SHEILA M BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357
Original Owner	BARRY D BASTIAN 5340 S BLACKCAT RD MERIDIAN, ID 83642 (208)888-2357

Priority Date: 01/01/1975

Basis: Decreed

Status: Active

Source	Tributary
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GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.060 CFS	
DOMESTIC	1/01 to 12/31	0.040 CFS	
	Total Diversion:	0.100 CFS	

Location of Point(s) of Diversion

GROUND WATER SW1/4NW1/4 Sec. 34, Twp 03N, Rge 01W, B.M.
ADA County

Place of Use

STOCKWATER

[illegible]

DOMESTIC

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-20971

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. STOCKWATER, 65 RANGE CATTLE PARCEL NO. S 1234233700
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:Comments:Dates and Other Information:

Licensed Date:
Decreed Date: 3/24/2000
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:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:



63-21715. SENW SEC 18. 2004 AERIAL PHOTO. PROPERTY NOW OWNED BY ERNEST AND BETTY GELLHAUS TRUST.
NO RECENT WELL LOGS.



63-21715. SENW SEC 18: 1939 AERIAL PHOTO. PROPERTY NOW OWNED BY ERNEST AND BETTY GELLHAUS TRUST.

na

System User- IDWRR Date 05/22/2006 Time 16:02

REAL PROPERTY INQUIRY

+++++

01 6R30608-000- -0 010-00 N SCH3 + 02 12,600

+++++ 10 36,000

RICHARDS GRANT B \$ + 31 42,600

+ 32 37,400

+

+

+

4383 LAMONT RD

MERIDIAN ID 83642

+

+++++

29-3N-1W SE + TOTAL 128,600 35.00

SW SE LS TX 97040

+++++

+ SURVEY INST 9612445

+ DRAIN DR VALUE APPR KMP

+ CLASS R2 REAP 03 MAN 02 UNIT 1

7216 AMITY AVE, NA

+ PARCEL 6R03N01W298401 H/O N C/B N

+ PRIOR ACCOUNT 5R30608-000- -0

+ 02 MH on Property NO

MODE:F ACTION:

TRAITS INQUIRY

TRQK318

ACCOUNT NUMBER R30608000 0 UNIT 001 TOTAL UNITS 1

SITE 7216 AMITY AVE NA SEC/TWN/RNG 29-3N-1W

ASSESSED VALUE 128,600 ACREAGE 35.00

SUB/PARK NAME YEAR/MAKE

CLASS R2 RENTAL HOUSE CLASS '2' SPACE LOT BLOCK

+++++

YR BUILT 1938 AIR COND HEAT PUMP CARPORT N

STORY 1 STORY HEATING ELECTRIC FA CARPORT SQ FT

FIRST SQ FT 1094 EXTERIOR METAL SIDING DECK/PATIO?

SECOND SQ FT ROOF COMP POOL?

BEDS 3 BSMT SQ FT SPA? N

BATHS 1.00 % BSMT FIN LOT SIZE

FRPLC 0 GARAGE N NEIGHBORHOOD 0

GARAGE SQ FT

+++++

COMMENTS OLD DAIRY MOBILE HOME ONLY

WIDTH/LENGTH

EXPANDO

MODE:F ACTION:

TRAITS INQUIRY

TRQK318

ACCOUNT NUMBER R30608000 0 UNIT 001 TOTAL UNITS 1

SITE 7216 AMITY AVE NA SEC/TWN/RNG 29-3N-1W

ASSESSED VALUE 128,600 ACREAGE 35.00

SUB/PARK NAME YEAR/MAKE

CLASS R2 RENTAL HOUSE CLASS '2' SPACE LOT BLOCK

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YR BUILT 1938 AIR COND HEAT PUMP CARPORT N

STORY 1 STORY HEATING ELECTRIC FA CARPORT SQ FT

FIRST SQ FT 1094 EXTERIOR METAL SIDING DECK/PATIO?

SECOND SQ FT ROOF COMP POOL?

BEDS 3 BSMT SQ FT SPA? N

BATHS 1.00 % BSMT FIN LOT SIZE

FRPLC 0 GARAGE N NEIGHBORHOOD 0

GARAGE SQ FT

+++++

COMMENTS OLD DAIRY MOBILE HOME ONLY

WIDTH/LENGTH

EXPANDO

MODE:F ACTION:

COMPANION SHEET INQUIRY

TROK361

01 ACCOUNT: 6R30608-000- -0	AREA 010-00 DRAIN	VALUE	CLASS R2	H/O N
SEC 29	TWN 3N	RNG 1W	QTR SE	CITY/SUB 0
			BLK	LOT 8401
OWNERSHIP MUST BE 'C' FOR CURRENT OR 'P' FOR PREVIOUS				
OWNERSHIP C			OWNERSHIP P	
GELLHAUS, ERNEST HARLAN			GELLHAUS, ERNEST HARLAN	
& GELLHAUS, BETTE SLIPER-TRUST			& GELLHAUS, BETTE SLIPER-TRST	
% RICHARDS, GRANT B &				
% RICHARDS, CARROL H/W				
MAILING ADDRESS			LEGALS	
4383 LAMONT RD			29-3N-1W SE	
MERIDIAN ID 83642			SW SE LS TX 97040	
SITE ADDRESS				
7216 AMITY AVE NA				
COMMENTS			REMARKS	
PRIOR ACCOUNT 5R30608000 0			8401970, SHERIFF'S DEED-9400161-	
PARCEL 03N01W298401 SRVY			TAKES THE LAND 9422878	
INSTR 9612445C ACRES 35.00			9612444,9612445	
SPLIT YR 1997 DOCUMENT CO			SPLIT 5.00AC TO R30608-010- -0	

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-21715

01/27/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
21715	Claim	03N	01W	29	SW	SE		STOCKWATER		SHEILA M BASTIAN
21715	Claim	03N	01W	29	SW	SE		DOMESTIC		SHEILA M BASTIAN
21715	Claim	30N	01W	29	SW	SE		COMMERCIAL		SHEILA M BASTIAN