

07/14/2005

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

RIGHT NUMBER: 22-13396

NAME AND ADDRESS: NEW IDA LTD PARTNERSHIP
ATTN ANTHONY J RIPOSTA
4 LINABARY LN
CHESTER NJ 07930-2316

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.680 CFS
267.000 AFY

Right Nos. 22-13390 and 22-13396 are limited to a total combined diversion rate of 1.64 cfs and to a total combined annual diversion volume of 267.0 AF.

PRIORITY DATE: 03/14/1966

POINT OF DIVERSION:

T05N R45E S2 NENESE Within TETON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/15	0.680 CFS 267.00 AFY

The use of water for irrigation under this right may begin as early as April 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within TETON County

T05N R45E S02	NESE	40.0	T05N R45E S02	NWSE	11.0
T05N R45E S02	SWSE	18.0	T05N R45E S02	SESE	20.0

89 ACRES TOTAL

Right Nos. 22-13390 and 22-13396 are limited to the irrigation of a combined total of 89.0 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is a split from former right 22-2267 .

The following rights are also diverted through point of diversion described above: 22-13390 through 22-13394 and 22-13396 through 22-13400.



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PROTECTED

State of Idaho

Department of Water Resources

Eastern Region



250 0 250 500 750 1000 1250 1500 1750 2000 2250 2500 2750 3000 3250 3500 3750 4000 Feet

Water Right(s):

22-13390,

22-13396

Point(s) of Diversion:

T5N, R45E Sec. 2 NENESE

Place of Use: (parts of)

T5N, R45E Sec. 2 SE

LEGEND



Point of Diversion

SESE

Place of Use



Section



Quarter-Quarter



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: July 2005

06/03/2005

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-13396

NEW IDA LTD PARTNERSHIP
ATTN ANTHONY J RIPOSTA
4 LINABARY LN
CHESTER NJ 07930-2316

201. 991. 0067 D
908. 879. 8398 E

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

According to my survey, the Point of Diversion is physically located at:
T05 N R45E S02 NESE

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

See No. 1

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

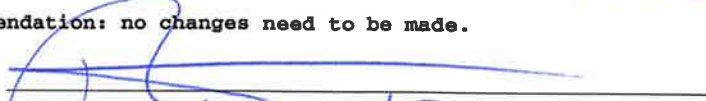
See No. 1. Survey by A.W. Engineering, P.O. Box 139, Victor, ID 83445, dated 03/28/94. This indicates location of Point of Diversion (Well) as noted above.

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

DATE:

06/30/05

SIGNATURE:



Please print your name:

New IDA Limited Partnership
By: Anthony J. Riposta, General Partner

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

Corrected Per Survey data -

7/14/05
AAR

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KMT
7/12

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JUN 17 2005

Comm Invest Co.
22-2267
4⁰ cfs on 585 ac

SPLIT BY TX#4750
01/14/1997

22-13395
22-2267B TETON WEST IRR. CO.

2.93 cfs on 421⁰ ac @ 1473⁵ ac
COMBINED USE w/ 22-7255B 22-13389
PPH w/ OTHER G.W. / S.W. RTS.

UNCLAIMED
0.27 cfs / 36 ac / 75³ ac

Comm. INVEST CO. AP.
22-2267A
1.07 cfs on 157⁰ ac @ 388 ac
COMBINED USE w/ 22-7255A

22-13396 Comm. INVEST CO. AP.

0.95 cfs on 138⁵ ac @ 342² ac

w/ SPLIT FROM 22-7255A 22-13390
C/O FALLO 08/06 CHANGES Q4 ac
0.68 cfs on 89⁰ ac @ 267 ac

22-13397 M.E. LIPHOFF

0.03 cfs on 5⁰ ac @ 12³⁵ ac

w/ SPLIT FROM 22-7255A 22-13391

22-13398 J. LIPHOFF

0.027 cfs on 4⁰ ac @ 9⁹ ac

w/ SPLIT FROM 22-7255A 22-13392

22-13399 M.J. LIPHOFF

0.03 cfs on 45 ac @ 11¹ ac

w/ SPLIT FROM 22-7255A 22-13393

22-13400 P. ANDERSON

0.03 cfs on 5⁰ ac @ 12³⁵ ac

w/ SPLIT FROM 22-7255A 22-13394

PROTECTED

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
A22-2267A	588 Docs.		22-13396		
22-7255A	→ 22-13390				

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)
Teton West Corporation
Meredith A. Vogel
4. New Owner/Claimant(s)
New Ida Limited Partnership
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address
4 Linabary Lane
- City, State and ZIP Code
Chester, NJ 07930-2316
- New Telephone Number
201 991 0067
5. Date you acquired the property
May 11 1994 and April 29, 1998

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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)

Anthony J. Riposta, General Partner 05/24/05

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

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JUN 17 2005

RECEIVED

116140

MAY 17 1994

CORPORATION WARRANTY DEED

TETON Co. Id.
Clerk Recorder

THIS INDENTURE is made this 11th day of May, 1994, between TETON WEST CORPORATION, a Nevada corporation duly authorized to do business in the State of Idaho, and having its principal office in Idaho at Driggs in the County of Teton, State of Idaho, the "GRANTOR", and ANTHONY V. RIPOSTA and SUSAN M. RIPOSTA, husband and wife, whose mailing address is Four Linabary Lane, Chester, New Jersey 07930, the "GRANTEE".

WITNESSETH, that GRANTOR, having been duly authorized by resolution of its Board of Directors, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto GRANTEE and to GRANTEE's heirs and assigns forever, all the following described property in the County of Teton, State of Idaho, to-wit:

(The legal description of the real property is set forth in Exhibit "A"

attached hereto and by this reference incorporated herein)

SPECIFICALLY INCLUDING the following described portions of the following described water rights appurtenant thereto:

<u>Water Right No.</u>	<u>Priority Date</u>	<u>Source</u>	<u>Total Amount</u>	<u>Proportion of Right Allocated to above described property</u>
22-02267	03/14/66	Groundwater	4.0cfs	.47cfs
22-07255	08/22/77	Groundwater	5.83cfs	.70cfs

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations,

PROF

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encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, also any reversions, remainders, rents, issues and profits therefrom, and all estate, right, title and interest in and to said property, as well in law as in equity, of the GRANTOR.

TO HAVE AND TO HOLD, the above described premises and appurtenances unto the GRANTEE and to GRANTEE's heirs and assigns forever. The GRANTOR shall warrant and defend said premises in the quiet and peaceable possession of the GRANTEE against GRANTOR and GRANTOR's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name to be affixed by its duly authorized officer.

TETON WEST CORPORATION

By: George C. Hatch
Its: President

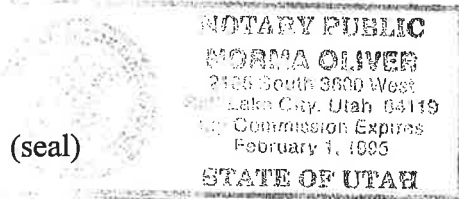
ATTEST: Marianne G. du
Assistant Secretary

116140

STATE OF UTAH)
)ss.
 County of Salt Lake)

On this 17 day of May, in the year 1994, before me, the undersigned, a notary public in and for said state, personally appeared George C. Hatch and Donna S. Orr, known or identified to me to be the President and Assistant Secretary, respectively, of Teton West Corporation, and the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Norma Oliver
 Notary Public for Utah
 Residing at SLC Utah, Utah
 My Commission Expires: 2/1/95

G:\WPDATA\KWF\0852\00RIP001.CWD:SIW

116140
FILED
 AT THE REQUEST OF
First American
 AT 30 MINUTES PAST 1 P M
 DATE May 17, 1994
Asa J. Drake
 CLERK OF RECORDER
 BY Nora Rigby
 DEPUTY

Filed _____
 Indexed _____
 Plotted _____

116140

"EXHIBIT A"

A portion of the SE1/4 Section 2, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Beginning at the SE Corner of said Section 2; thence South 89 degrees 54'38" West, 676.23 feet along the Southern Section Line to a point; thence North 00 degrees 08'50" East, 1339.89 feet to a point; thence North 89 degrees 56'59" West, 1001.93 feet to a point; thence North 00 degrees 07'53" East, 1306.29 feet to a point on the 1/4 Section Line; thence South 89 degrees 48'36" East, 1679.96 feet along the 1/4 Section Line to the East 1/4 Corner; thence South 00 degrees 10'43" West, 2640.43 feet along the Eastern Section Line to the point of beginning.

Subject to a county road and utility easement across the Southern Property Line of varying width between 35 feet in the SE Property Corner to 38.36 feet in the SW Property Corner.

Subject to a 30 foot Irrigation Easement being 15 feet on each side of the following described centerline; Beginning at a point North 00 degrees 10'43" East, 1359.28 feet from the SE Corner of said Section 2; thence South 89 degrees 58'42" West, 1678.91 feet to the Western Property Line.

TOGETHER WITH AND SUBJECT to a 60 foot road, utility, irrigation line and well easement being 30 feet on each side of the Eastern and Northern Property Lines.

TOGETHER WITH all of the surface and an undivided one-half of the oil, gas and other minerals, and together with all of the executive rights to all of the oil, gas and other minerals. It is the intent of the parties that Grantee shall be the sole and exclusive owner of said executive rights and that Grantee shall have sole discretion to determine whether to grant leases, exploration rights or other rights of entry upon the property conveyed herein, and the Grantee shall have the right to prevent any and all exploration of said oil, gas and other minerals upon said property, to the same extent as Grantor could have done.

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WATER AND CONVEYANCE RIGHTS AGREEMENT

This agreement is made and entered into this 11th day of May, 1994, by and between TETON WEST CORPORATION, a Nevada Corporation duly authorized to do business in Idaho having its principal place of business in Idaho at Driggs, Teton County, Idaho, hereinafter referred to as "SELLER", and ANTHONY J. RIPOSTA and SUSAN M. RIPOSTA, husband and wife who reside at Four Linabary Lane, Chester, New Jersey 07930, hereinafter referred to as "BUYER";

WITNESSETH:

That for and in consideration of the sale of the real property described below from Seller to Buyer, contemporaneously with the execution of this agreement, and the mutual agreements and covenants herein set forth, the parties agree as follows:

1. The real property being purchased from Seller by Buyer simultaneously with the execution of this Water and Conveyance Rights Agreement is situate in the County of Teton, State of Idaho, and is more particularly described as follows:

(The legal description of said real property is set forth
in Exhibit "A" attached hereto)

Said real property sold to Buyer by Seller is hereinafter referred to as "Buyer's Ranchette".

2. Buyer's Ranchette is a part of a larger tract of real property which has been owned and operated by Seller as a single farming unit, the entirety of which is described as the following real property situate in the County of Teton, State of Idaho, to-wit:

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Township 5 North, Range 45 East of the Boise Meridian:

Section 2: East 1/2, less the West 33 1/2 rods of the Southwest 1/4 Northeast 1/4.

Section 1: All

Township 5 North, Range 46 East of the Boise Meridian:

Section 6: All, less a tract in the Southeast 1/4 Southwest 1/4 containing a gravel pit and described as:

Beginning at a point 1935.0 feet East and 66.0 feet North from the Southwest corner of Section 6, Township 6 North, Range 46 East, Boise Meridian, thence North 89° 39' East, along the Northerly right-of-way line of an existing county road for a distance of 700.0 feet to a point; thence North 0° 02' East, 800.0 feet to a point; thence North 89° 38' West 600.0 feet to a point; thence South 45° 12'30" West, 141.0 feet to a point; thence South 0° 03' West, 708.8 feet, more or less, to the point of beginning.

Also: Beginning at a point 66 feet North and 1035 feet East of the Southwest Corner of said Section 6, Township 5 North, Range 46 East, Boise Meridian, Teton County, Idaho, running thence North 200 foot; thence North 65° East 1000 feet, more or less, to the West line of the Idaho State gravel pit; thence South 600 feet to the County road right of way; thence West 900 feet to the point of beginning.

Section 5: South 1/2 Northwest 1/4; Northwest 1/4 Southwest 1/4; North 1/2 Southwest 1/4 Southwest 1/4, North 370 feet of the Northeast 1/4 Southwest 1/4.

Said larger tract of land is hereinafter referred to as the "Farm".

3. The Farm, or portions thereof, has historically been irrigated with water diverted and applied pursuant to certain water rights appropriated under the laws of the State of Idaho, and which are appurtenant to the Farm or some portion thereof. Seller has determined to divide the

Farm into relatively smaller parcels such as Buyer's Ranchette, and to sell such smaller parcels until the entire Farm has been sold.

4. The water rights currently appurtenant to Buyer's Ranchette include portions of Water Rights No.'s 22-02267 and 22-07255. Such rights are also appurtenant to other portions of the Farm. It is the intent of the parties that Buyer's Ranchette shall eventually become independent of the Farm so far as water rights and the water diversion and distribution system are concerned. The parties contemplate that in order to fully accomplish this objective it will be necessary to reconfigure the points of diversion and places of use of some or all of the water rights appurtenant to the Farm through formal administrative proceedings before the Idaho Department of Water Resources in order to accommodate the creation of an irrigation company to provide a means of properly diverting and distributing water under the various water rights appurtenant to the Farm to lands other than Buyer's Ranchette and the other ranchettes located in the Southeast Quarter of Section 2 Township 5 North Range 45 East. There is a well located on the eastern side of Buyer's Ranchette in the Northeast Quarter of the Southeast Quarter of Section 2 in said township and range and the parties have agreed that such well has adequate capacity to provide sufficient water for the irrigation of Buyer's Ranchette as well as the other ranchettes located in said quarter section. In consideration of Buyer's agreement to assume any obligation Seller may have to provide water for the proper irrigation of Buyer's Ranchette and to permit the owners of the other ranchettes within said quarter section to receive the proper irrigation water supply for such ranchettes from said well and through the existing mainline located on Buyer's Ranchette, Seller has agreed to allow Buyer to sever the mainline which now

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connects said well to the rest of the water diversion and distribution system of the Farm and to convey to Buyer and the other owners of ranchettes in said quarter section sufficient water rights to provide for the continued operation of said well for the irrigation of such ranchettes. Buyer's agreement to permit the owners of the other ranchettes within said quarter section to receive their irrigation water supply from said well through said mainlines after the same has been severed is contingent upon the agreement of the owners of said other ranchettes to pay their pro rata share of the cost and expense involved in severing the mainline as provided here in and their pro rata share of the cost and expense of operating and maintaining said well, mainline and all attendant equipment and facilities used to divert and distribute water to the ranchettes after severance of the mainline. "Pro rata share" is defined as the total irrigable acreage of each ranchette which requires water divided by the total number of irrigable acres which comprise all of the ranchettes, including Buyer's ranchette, in said quarter section. The parties further agree to cooperate in any administrative proceeding commenced for the purpose of reconfiguring water rights in the manner set forth herein.

5. The parties have agreed that the following water rights, and no others, are presently appurtenant of record to the lands within said quarter section; that is, the Southeast Quarter of Section 2 Township 5 North Range 45 East:

<u>Water Right No.</u>	<u>Priority Date</u>	<u>Source</u>	<u>Tot. Amt.</u>	<u>Proportion of Right allocated to the SE1/4 of Section 2</u>
22-02267	3/14/66	Groundwater	4.0 cfs	1.05 cfs
22-07255	8/22/77	Groundwater	5.83 cfs	1.56 cfs

4 - WATER AND CONVEYANCE RIGHTS AGREEMENT - RIPOSTA

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6. The capacity of the well located on Buyer's Ranchette is approximately 900 gallons per minute or 2.0 cubic feet per second. That amount is adequate for proper irrigation of Buyer's Ranchette and the other four ranchettes, comprising a total of some 153.58 acres within the Southeast Quarter of Section 2 Township 5 North Range 45 East. The proportionate amounts of water rights No.'s 22-02267 and 22-07255, already shown in the records of the Idaho Department of Water Resources as appurtenant to said 153.58 acres within said quarter section, shall remain appurtenant thereto to provide for the diversion and application to beneficial use of sufficient irrigation water from said well. However, Idaho Department of Water Resource records do not presently show said well as a legal point of diversion under Right No. 22-07255, and show an additional point of diversion for Right No. 22-02267 at a location some distance from said quarter section. Within six (6) months of the date hereof, Seller shall file an application for transfer with Idaho Department of Water Resources for the purpose of splitting and adjusting the two water rights to reflect the configuration described above, and shall prosecute such proceeding to its conclusion. Each party will cooperate fully in such efforts and agrees to execute any and all documents deemed necessary for such purposes by Seller's attorney. The costs of such proceeding shall be divided equally between Seller and Buyer unless, for any reason, the application is denied, in which event all costs shall be borne by Seller.

7. Buyer shall have the right, at the expense of Buyer or Buyer and the owners of the other ranchettes referred to in paragraph 4. above, to sever the mainline connecting said well to other wells on the water diversion and delivery system of the Farm. It is contemplated that the

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mainline will need to be severed at two points; one at some convenient location on Buyer's Ranchette to the north of said well, and the other on Seller's farm immediately to the east of the "T" in said mainline south of said well. Buyer shall have the right to go upon Seller's land for such purpose. Such severing shall be done by an individual or firm with sufficient experience and expertise to accomplish the work properly. After severing the mainline, each end of the mainline shall be capped so that no water can escape therefrom when the line is pressurized. All such work shall be accomplished at a time and in such a manner as not to interfere with the growing of crops on the Farm or the proper irrigation thereof.

8. Buyer's right to sever the mainline described in the immediately preceding paragraph need not be performed until such time as Buyer or Seller may determine after the 1994 crop season. In the meantime, it is contemplated that Buyer's land will continue to be operated as a part of the entire Farm operated by Seller's lessee or farm manager for the 1994 crop season. Seller agrees to pay to Buyer, as a cash lease, during the 1994 crop season, the sum of \$40.00 per acre actually farmed. From said sum shall be deducted the per acre cost of diverting and distributing water through the Farm system, including pumping costs, maintenance, repairs and the like, in the amount of \$25.00 per acre. Buyer shall be responsible for the payment of taxes and other governmental charges or assessments made or levied against Buyer's Ranchette.

9. From and after such time as Buyer exercises the right to sever the mainline and to isolate Buyer's well from the rest of the water diversion and delivery system of the Farm as provided above, Buyer agrees also to assume any remaining obligation of Seller at such time for the providing of a water supply, diversion or delivery system to the other lands within said

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Southeast Quarter of Section 2 Township 5 North Range 45 East, including any other ranchettes previously sold by Seller, and to indemnify and hold Seller harmless of and from any and all responsibility, liability, claims or actions therefore of every name, nature and description; provided, however, that Buyer's agreement to assume said obligation is contingent upon the agreement of the owners of any other irrigable lands within said quarter section to pay their pro rata share of the cost and expense of severing the mainline and the operation and maintenance of the well, mainline and attendant equipment and facilities as provided in paragraph 4. above; and, provided further that Buyer's agreement to assume said obligation is contingent on Seller successfully prosecuting the application for transfer with Idaho Department of Water Resources, as more particularly set forth in paragraph 6. above.

10. The prevailing party in any dispute arising out of this agreement or any provision hereof, shall, in addition to any other relief awarded, be entitled to attorney fees and costs incurred in connection therewith.

11. The provisions of this agreement shall be construed in accordance with the laws of the State of Idaho.

12. The provisions hereof shall inure to the benefit of and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

13. This Agreement may be executed in two counterparts, each of which shall be considered and treated as an original for all purposes, and both, when executed, shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Any such counterpart shall be admissible into evidence as

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an original hereof against the party who executed the same. IN
WITNESS WHEREOF, we have hereunto set our hands and seals the day
and year first above written.

TETON WEST CORPORATION

By: _____
Its President

ATTEST: _____
Assistant Secretary

SELLER


ANTHONY J. RIPOSTA


SUSAN M. RIPOSTA

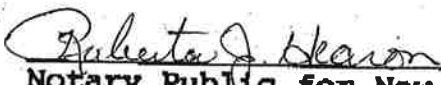
Husband and Wife

BUYER

STATE OF NEW JERSEY)
County of Morris) ss

On the 13th day of May, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared Anthony J. Riposta and Susan M. Riposta, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that she executed the same.

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


Notary Public for New Jersey
Residing at
My Commission Expires

ROBERTA J. HEARON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 24, 1994

8- WATER AND CONVEYANCE RIGHTS AGREEMENT-RIPOSTA

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JUN 17 2005

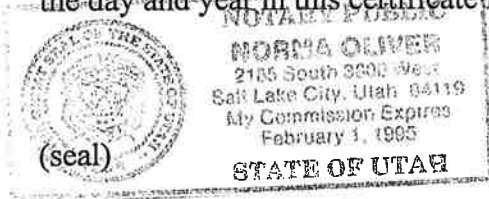
PROFILED

PROFILED

STATE OF UTAH)
)ss.
County of Salt Lake)

On this 11th day of May, in the year 1994, before me, the undersigned, a notary public in and for said state, personally appeared Deane S. On and Deane S. On, known or identified to me to be the President and Assistant Secretary, respectively, of Teton West Corporation, and the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Norma Oliver
Notary Public for Utah
Residing at SLE, Utah
My Commission Expires: 2/1/95

STATE OF NEW JERSEY)ss.
)
County of _____)

On the _____ day of May, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared Anthony J. Riposta and Susan M. Riposta Riposta, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that she executed the same.

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

(seal)

Notary Public for New Jersey
Residing at _____, New Jersey
My Commission Expires: _____

G:\WPDATA\KWF\0852\00RIP001.AGR:sjw
#0852.00

9 - WATER AND CONVEYANCE RIGHTS AGREEMENT - RIPOSTA

PROFILED

SCANNED
JUN 17 2005

124893
QUITCLAIM DEED

RECEIVED

AUG 27 1996

TETON CO., ID
CLERK RECORDER

For Value Received, ANTHONY J. RIPOSTA does hereby convey, release
remise and forever quit claim unto SUSAN M. RIPOSTA the following described
premises, to-wit:

See "Exhibit A", attached hereto,
together with their appurtenances.

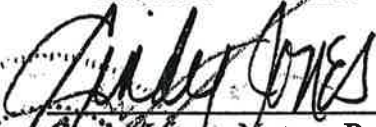
This Quitclaim Deed is being recorded to convey all of the grantor's interest in
the aforesaid described premises to Susan M. Riposta, his wife.

Dated: August 21, 1996


ANTHONY J. RIPOSTA

State of New Jersey, County of Bergen

On this 21st day of August, 1996, before me, a
notary public in and for said State, personally
appeared Anthony J. Riposta, known to me to be
the person whose name is subscribed to the
within instrument, and acknowledged to me that
he executed the same.

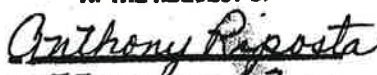
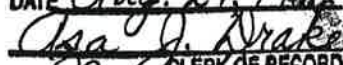

Cindy Jones, Notary Public

CINDY JONES
Notary Public of New Jersey
My Commission Expires Aug. 28, 1996

124893

FILED

AT THE REQUEST OF


AT 57 MINUTES PAST 3 P.M.
DATE Aug. 27, 1996

BY Nora Highby
CLERK OF RECORD
DEPUTY

PROFILE

SCANNED

Filmed _____
Indexed _____
Platted _____

JUN 17 2005

117454

"EXHIBIT A"

A portion of the SE1/4 Section 2, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Beginning at the SE Corner of said Section 2; thence South 89 degrees 54'38" West, 676.23 feet along the Southern Section Line to a point; thence North 00 degrees 08'50" East, 1339.89 feet to a point; thence North 89 degrees 56'59" West, 1001.93 feet to a point; thence North 00 degrees 07'53" East, 1306.29 feet to a point on the 1/4 Section Line; thence South 89 degrees 48'36" East, 1679.96 feet along the 1/4 Section Line to the East 1/4 Corner; thence South 00 degrees 10'43" West, 2640.43 feet along the Eastern Section Line to the point of beginning.

Subject to a county road and utility easement across the Southern Property Line of varying width between 35 feet in the SE Property Corner to 38.36 feet in the SW Property Corner.

Subject to a 30 foot Irrigation Easement being 15 feet on each side of the following described centerline; Beginning at a point North 00 degrees 10'43" East, 1359.28 feet from the SE Corner of said Section 2; thence South 89 degrees 58'42" West, 1678.91 feet to the Western Property Line.

TOGETHER WITH AND SUBJECT to a 60 foot road, utility, irrigation line and well easement being 30 feet on each side of the Eastern and Northern Property Lines.

TOGETHER WITH all of the surface and an undivided one-half of the oil, gas and other minerals, and together with all of the executive rights to all of the oil, gas and other minerals. It is the intent of the parties that Grantee shall be the sole and exclusive owner of said executive rights and that Grantee shall have sole discretion to determine whether to grant leases, exploration rights or other rights of entry upon the property conveyed herein, and the Grantee shall have the right to prevent any and all exploration of said oil, gas and other minerals upon said property, to the same extent as Grantor could have done.

PROFITED

124893

SCANNED
JUN 17 2005

131371
QUITCLAIM DEED

RECEIVED
AUG 28 1998
TETON CO., ID
CLERK RECORDER

For Value Received, SUSAN M. RIPOSTA, Grantor, does hereby convey, release, transfer and forever quit claim unto NEW IDA LIMITED PARTNERSHIP, A New Jersey Limited Partnership, Grantee, the following described premises, to-wit:

See "Exhibit A", attached hereto,
together with their appurtenances.

This Quitclaim Deed is signed and recorded to convey all of the Grantor's interest in the aforesaid described premises to NEW IDA LIMITED PARTNERSHIP, A New Jersey Limited Partnership, the Grantee herein.

Dated: August 14, 1998


SUSAN M. RIPOSTA

State of New Jersey, County of Bergen

On this 14th day of August, 1998, before me, a Notary Public in and for said State, personally appeared Susan M. Riposta, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.


Kristy R. Miller
NOTARY
KRISTY RAY MILLER
A Notary Public of New Jersey
My Commission Expires Sept 8, 2000
NEW JERSEY

PROFILE

131371

FILED
AT THE REQUEST OF
Anthony J. Riposta
AT 40 MINUTES PAST 11 A.M.
DATE Aug. 28, 1998
Asa J. Drake
CLERK OF RECORD
BY Nora Righy
DEPUTY

SCANNED
JUN 17 2005

"EXHIBIT A"

A portion of the SE1/4 Section 2, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Beginning at the SE Corner of said Section 2; thence South 89 degrees 54'38" West, 676.23 feet along the Southern Section Line to a point; thence North 00 degrees 08'50" East, 1339.89 feet to a point; thence North 89 degrees 56'59" West, 1001.93 feet to a point; thence North 00 degrees 07'53" East, 1306.29 feet to a point on the 1/4 Section Line; thence South 89 degrees 48'36" East, 1679.96 feet along the 1/4 Section Line to the East 1/4 Corner; thence South 00 degrees 10'43" West, 2640.43 feet along the Eastern Section Line to the point of beginning.

Subject to a county road and utility easement across the Southern Property Line of varying width between 35 feet in the SE Property Corner to 38.36 feet in the SW Property Corner.

Subject to a 30 foot Irrigation Easement being 15 feet on each side of the following described centerline; Beginning at a point North 00 degrees 10'43" East, 1359.28 feet from the SE Corner of said Section 2; thence South 89 degrees 58'42" West, 1678.91 feet to the Western Property Line.

TOGETHER WITH AND SUBJECT to a 60 foot road, utility, irrigation line and well easement being 30 feet on each side of the Eastern and Northern Property Lines.

TOGETHER WITH all of the surface and an undivided one-half of the oil, gas and other minerals, and together with all of the executive rights to all of the oil, gas and other minerals. It is the intent of the parties that Grantee shall be the sole and exclusive owner of said executive rights and that Grantee shall have sole discretion to determine whether to grant leases, exploration rights or other rights of entry upon the property conveyed herein, and the Grantee shall have the right to prevent any and all exploration of said oil, gas and other minerals upon said property, to the same extent as Grantor could have done.

PROFILED

- 124893

131371

SCANNED

JUN 17 2005

RECEIVED

130461

First American Title Co., Inc.

T-6664

JUN 03 1998
TETON CO., ID
CLERK RECORDER

WARRANTY DEED

For Value Received MERIDETH A. VOGEL aka MEREDITH A. VOGEL, a single woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NEW IDA LIMITED PARTNERSHIP, a New Jersey Limited Partnership
whose address is: 4 LINABARY LANE, CHESTER, NJ, 07930-2316

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Parcel 1B

A part of W1/2 SE1/4 Section 2, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:
From the S1/4 Corner of said Section 2, thence North 89 degrees 54'38" East, 39.24 feet along the southern section line to a point on the eastern right-of-way line of State Highway 33, and thence North 0 degrees 44'14" West, 678.15 feet along said right-of-way to THE POINT OF BEGINNING; thence North 0 degrees 44'14" West, 666.59 feet further along said right-of-way to a point; thence South 89 degrees 56'59" East, 658.68 feet to a point; thence South 0 degrees 08'50" West, 666.53 feet to a point; thence North 89 degrees 56'59" West, 648.39 feet to THE POINT OF BEGINNING.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the 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.

Dated:

4-29-98

Meredith A. Vogel
MERIDETH A. VOGEL aka MEREDITH A. VOGEL

STATE OF Colorado COUNTY OF Douglas

On this 29 day of April, in the year 1998, before me, a Notary Public in and for said State, personally appeared MERIDETH A. VOGEL aka MEREDITH A. VOGEL, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that she executed the same.

PROFILED 130461

FILED

AT THE REQUEST OF

SCANNED Notary Public of
Residing at
JUN 17 2005 Commission Expires 01/23/2008



RECEIVED

130460

First American Title

JUN 03 1998

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

T-6664

For Value Received MERIDETH A. VOGEL aka MEREDITH A. VOGEL, a single woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NEW IDA LIMITED PARTNERSHIP, a New Jersey Limited Partnership
whose address is: 4 LINABARY LANE, CHESTER, NJ, 07930-2316

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Parcel 1C

A part of W1/2 SE1/4 Section 2, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:
From the S1/4 Corner of said Section 2, thence North 89 degrees 54'38" East, 39.24 feet to a point on the eastern right-of-way line of State Highway 33, THE POINT OF BEGINNING; thence North 0 degrees 44'14" West, 678.15 feet along said right-of-way to a point; thence South 89 degrees 56'59" East, 648.39 feet to a point; thence South 0 degrees 08'50" West, 676.53 feet to a point on the southern section line; thence North 89 degrees 54'38" West, 637.93 feet along the southern section line to THE POINT OF BEGINNING.

SUBJECT TO a county road and utility easement along the southern property line.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the 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.

Dated:

4-29-98

Merideth A. Vogel

MERIDETH A. VOGEL aka MEREDITH A. VOGEL

STATE OF *Colorado* COUNTY OF *Logan*

On this *29* day of April, in the year 1998, before me, a Notary Public in and for said State, personally appeared MERIDETH A. VOGEL aka MEREDITH A. VOGEL, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that she executed the same.

PROFIT

130460

FILED

SCANNED

JUN 17 2005

Notary Public of

Residing at

Commission Expires

01/23/2002



NEW IDA LIMITED PARTNERSHIP

FOUR LINABARY LANE
CHESTER, NEW JERSEY 07930-2316
(908) 879-2509
Fax (908) 879-7988

May 24, 2005

State of Idaho
Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Attn: Ms. Katy Jackson

Dear Ms. Jackson:

RE: **Change in Ownership Form**
22-2267A and 22-7255A

As per your letter of May 5, 2005, enclosed please find Change in Ownership form that I have completed, signed and dated, along with a copy of the Photo and the two Water Right Reports you provided to me with your cover letter.

Also enclosed please find copies of the following documents:

Corporation Warranty Deed, dated May 11th, 1994, Teton West Corporation to Riposta, Anthony J. & Susan M.

Water And Conveyance Agreement, dated May 11th, 1994, Teton West Corporation to Riposta, Anthony J. & Susan M.

Quitclaim Deed, dated August 21, 1996, Riposta, Anthony J. to Riposta, Susan M.

Quitclaim Deed, dated August 14, 1998, Riposta, Susan M. to New Ida Limited Partnership

Warranty Deed, dated April 29, 1998, Vogel, Meredith A. to New Ida Limited Partnership

Warranty Deed, dated April 29, 1998, Vogel, Meredith A. to New Ida Limited Partnership

If you need any additional information, please call or write to the undersigned. Thank you for your time and attention in this matter.

Very truly yours,

NEW IDA LIMITED PARTNERSHIP

By: _____

Anthony J. Riposta, General Partner

Enclosures

PROCESSED

JUN 17 2005

RECEIVED

MAY 31 2005

Department of Water Resources
Eastern Region

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-2267A

WATER RIGHT NUMBER: 22-2267A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	COMMUNICATIONS INVESTMENT CORP 312 E S TEMPLE SALT LAKE CITY, UT 84111

Priority Date: 03/14/1966

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	1.070 CFS	388.00 AF
	<u>Total Diversion:</u>	1.070 CFS	388.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4	Sec. 2, Twp 05N, Rge 45E, B.M.
TETON County		
GROUND WATER	NE1/4SE1/4	Sec. 2, Twp 05N, Rge 45E, B.M.
TETON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	45E	2													40.0	39.0	39.0	39.0	157.0

Total Acres: 157

Conditions of Approval:Remarks:

1. General SPLIT BY T4750

*TX 4750 APPROVED 14 JAN 1997. 22-2267
CLAIMED IN SRBA, ENTIRELY, ON 10/4/1988.
TX 4750 SPLITS TO A & B. PART 'A' CUTS
FURTHER SPLIT TO 10K #3 —*

Comments:

1. PSKAGGS 10/31/1996 TRANSFER NO. 4750

Comment: Transfer No. 4750 was filed to add & change the points of diavers diversion, & change the place of sue under all of Right Nos. 22-7042, 22-07206 & 22-07261, and a portion of Right Nos. 22-02267 & 22-07255, splitting each right into parts A & B.

May 5, 2005

NEW IDA LTD PARTNERSHIP
4 LINABARY LANE
CHESTER NJ 07930

RE: CHANGE IN OWNERSHIP FOR: A22-2267A, 22-7255A

Dear Claimant:

It has come to our attention that you may have recently purchased a tract of land in Teton County. The property to which I am referring was most recently owned by Communications Investment Corp. The legal description is as follows:

SEE ATTACHED PHOTO

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you questions regarding this matter, please call 525-7161.

Respectfully submitted,

Katy Jackson
Office Specialist 1

Enclosure(s)

SCANNED
MAY 11 2005

No Reply 5/24/05
PROFILED

Teton West Corp. well #29
7/12/2004 12:23:43 PM; ABR, CF
CP9 TAG # A0013698

SCANNED
JUN 17 2005
PROPERTY

TAG

22



JUN 17 2005

SCANNED

State Hwy 33

T5N, R45E

TROUTS T.V. RANCH HO ASSOC

ANDERSON, PETER

UPHOFF, M EILEEN TRUST

5.24ac

UPHOFF, MARY JOAN

4.15ac

UPHOFF, JUDITH

4.61ac

NEW IDA LIMITED PARTNERSHIP

GREENE, KEVIN C

NEW IDA LIMITED PARTNERSHIP

ANDERSON, KAREN L

2 1
11 12

County Road 400 N

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 22-13396
Date Received: 5/26/2005
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)
COMMUNICATIONS INVESTMENT CORP Phone:
312 E S TEMPLE
SALT LAKE CITY UT USA 84111
2. Date of Priority: 03/14/1966
3. Source: GROUND WATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	45E	1	NW NW SW	TETON	
5. Description of diverting works:
WELL TO COMMOM MAINLINE/SPRIKLER
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	0.95	342.3
7. Total Quantity Appropriated is:
0.95 C.F.S. and/or 342.3 A.F.A.
8. Total consumptive use:
9. Non-irrigation uses:
10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
05N	45E	2	NW SE	IRRIGATION	18.5
			NE SE	IRRIGATION	40
			SE SE	IRRIGATION	40
			SW SE	IRRIGATION	40
				Section Acres	138.5
				Total Acres	138.5
11. Place of use in counties: TETON
12. Do you own the property listed above as place of use? Yes
13. Other Water Rights Used:

SCANNED
JUN 17 2005

14. Remarks:

CLAIM CORRECTS POD FROM SEC 2 TO SEC. 1.

This right is a split from former right 22-2267 .

15. Basis of Claim: License

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
Title

_____, that I have signed the foregoing

Organization
document in the space below as _____ of
Title

_____, and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20 _____

Notary Public

Residing at _____

My commission Expires _____