

03/24/2003

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

RIGHT NUMBER: 29-2046A

NAME AND ADDRESS: RASHID E BISHARAT
PO BOX 366
INKOM ID 83245

NAILA BISHARAT
PO BOX 366
INKOM ID 83245

SOURCE: GREEN CANYON CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.270 CFS

PRIORITY DATE: 05/05/1906

POINT OF DIVERSION:

T07S R36E S26 SESWNW Within BANNOCK County Source: GREEN CANYON CREEK

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

IRRIGATION

PERIOD OF USE

04/01 10/31

QUANTITY

0.270 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T07S R36E S26	SWNW	0.6	T07S R36E S26	NWSW	9.7
T07S R36E S27	NESE	4.0			

14.3 ACRES TOTAL

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

PORTION OF RIGHT FORFEITED/ABANDONED DUE TO NON-USE FROM
1975 TO 1987.

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.

PORTION OF RIGHT FORFEITED/ABANDONED: This is included for a claim based on a decree or license that is PROPOSED to be disallowed on the basis that the water right no longer exists because forfeiture of the right by nonuse was confirmed and a defense to forfeiture was not confirmed, or because abandonment of the right was confirmed.

EXPLANATORY MATERIAL: License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

03/21/2003

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

RIGHT NUMBER: 29-2046A
NAME AND ADDRESS: RASHID E BISHARAT
PO BOX 366
INKOM ID 83245
SOURCE: GREEN CANYON CREEK TRIBUTARY: PORTNEUF RIVER
QUANTITY: 0.270 CFS
PRIORITY DATE: 05/05/1906
POINT OF DIVERSION:
T07S R36E S26 SESWNW Within BANNOCK County Source: GREEN CANYON CREEK
PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.270 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T07S R36E S26	SWNW	0.6	T07S R36E S26	NWSW	9.7
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EXPLANATORY MATERIAL: License

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SECTION 42-1425, IDAHO CODE.

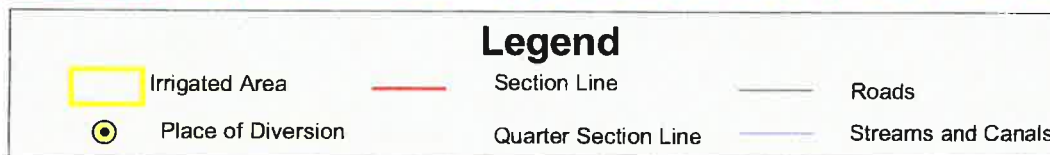
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

Water Right Claim Number A29-02046A

08/10/2000

Township , 7S36E



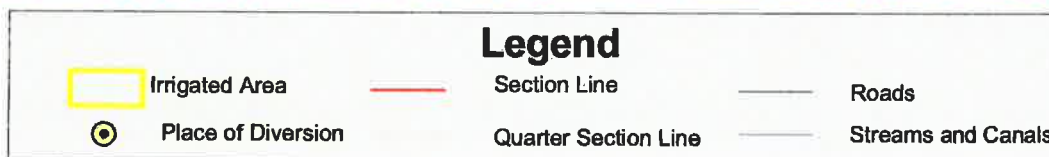
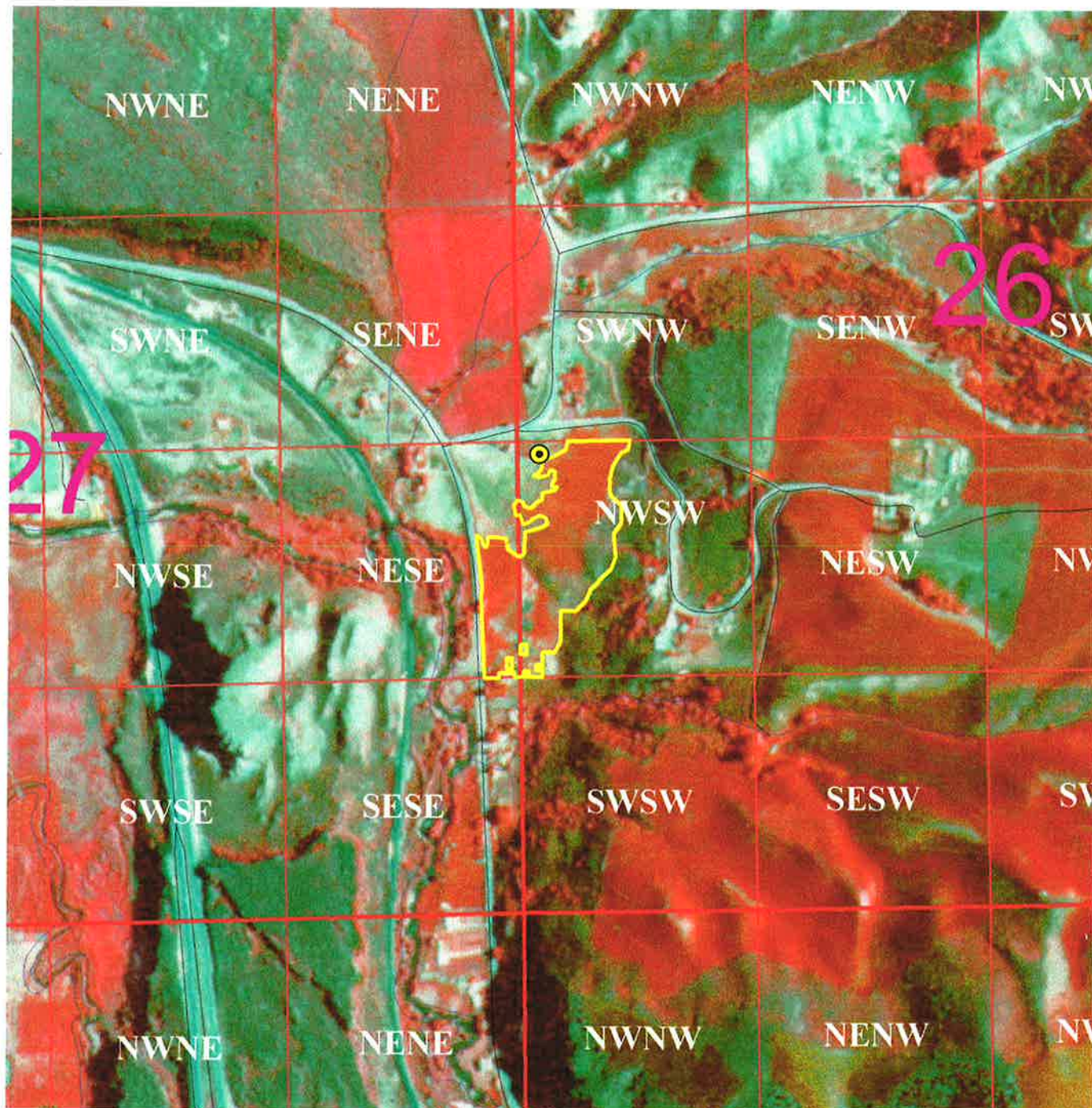
500 0 500 1000 Feet



Water Right Claim Number A29-02046A

08/10/2000

Township , 7S36E



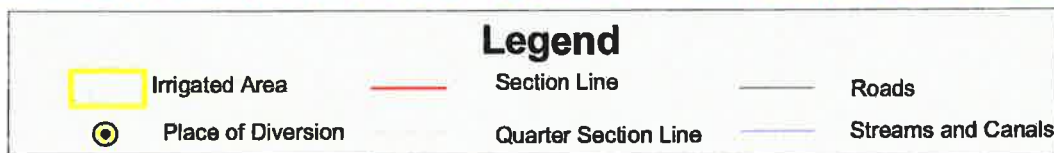
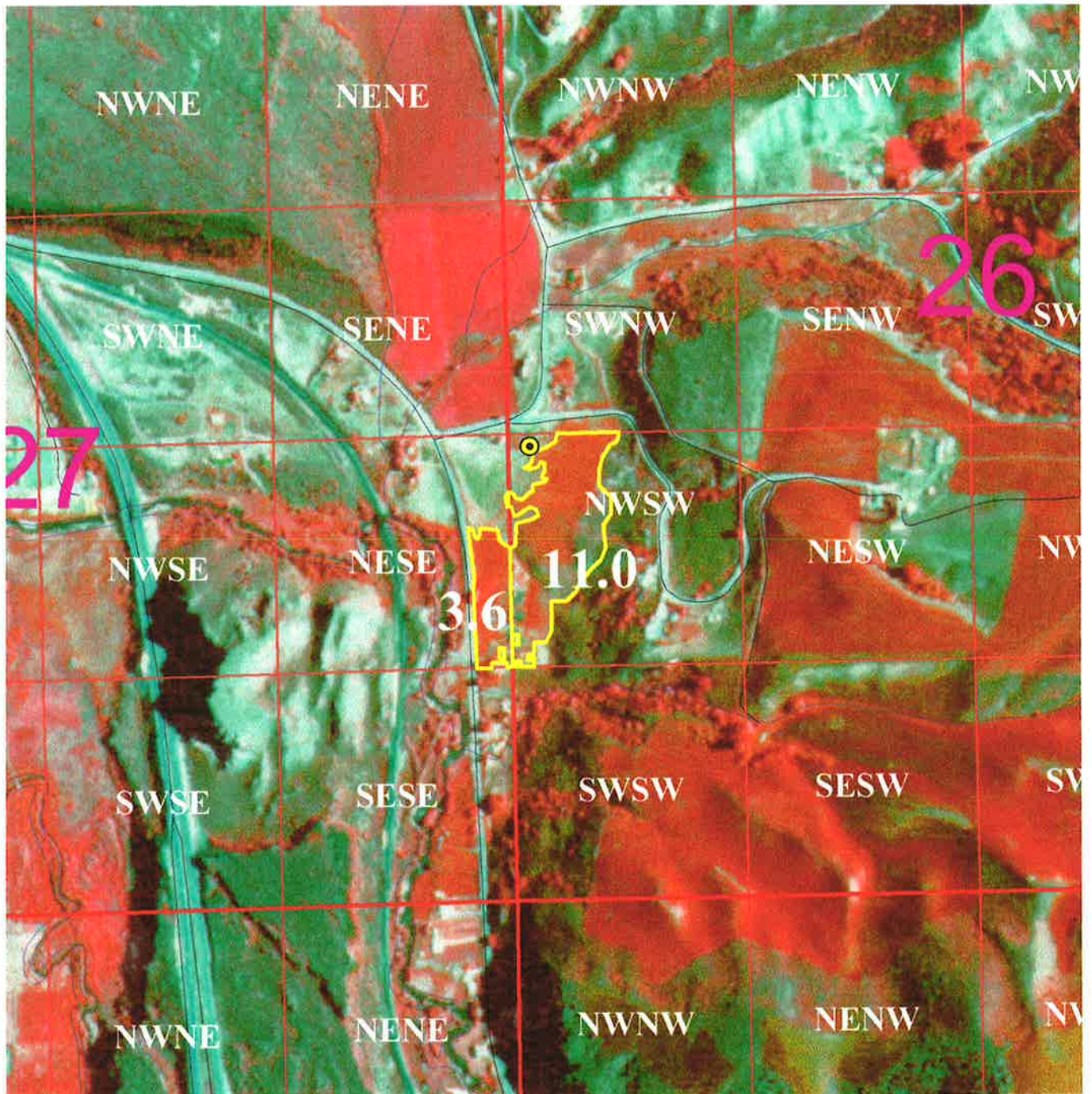
500 0 500 1000 Feet



Water Right Claim Number A29-02046A

08/10/2000

Township , 7S36E



500 0 500 1000 Feet

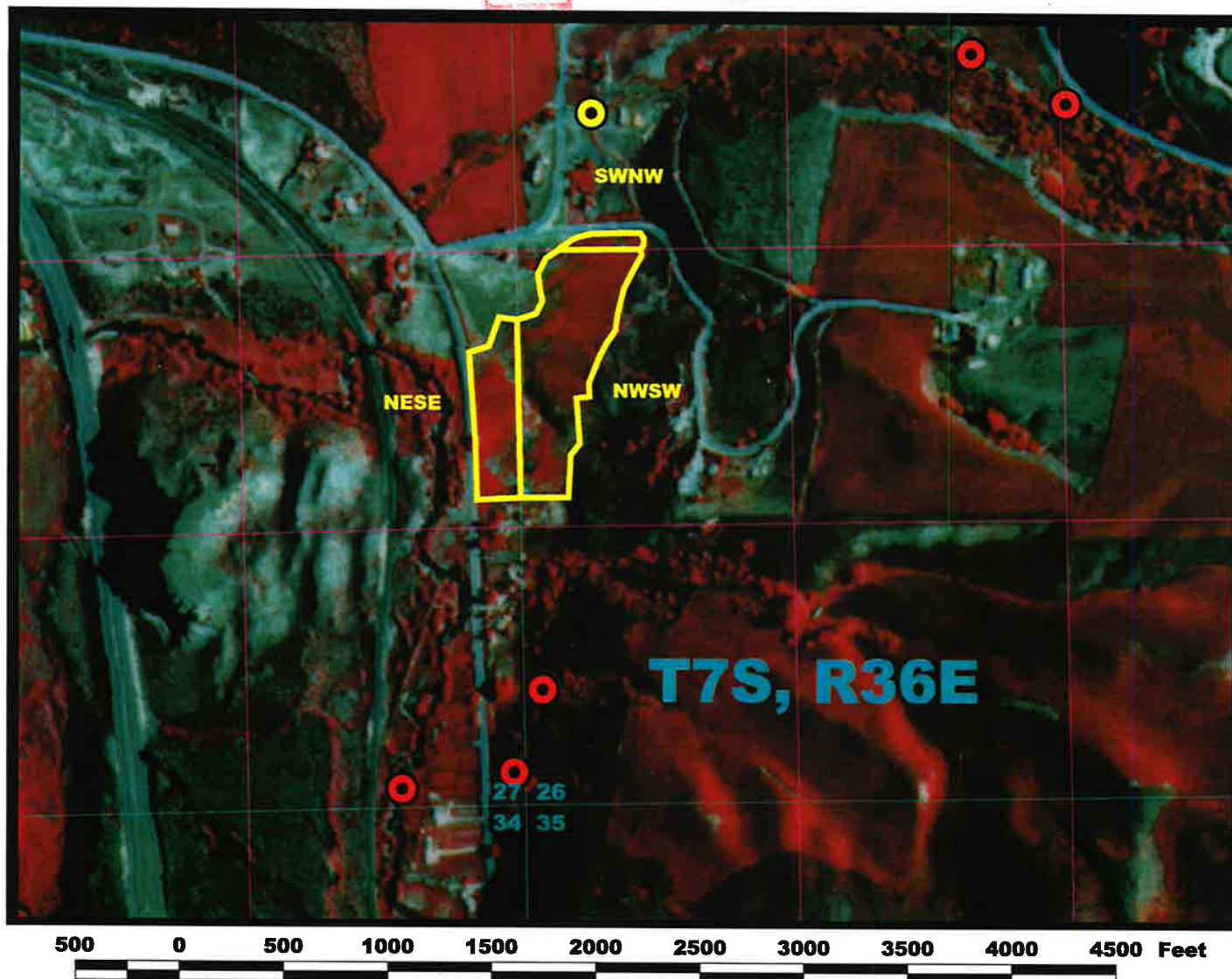




State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
29-02046A

Place of Use: (parts of): T7S, R36E
Sec. 26 NWSW, SWNW,
Sec. 27 NESE

Point(s) of Diversion: T7S, R36E
Sec. 26 SESWNW



LEGEND

-  **Point of Diversion**
-  **SESE** **Place of Use**
-  **Section**
-  **Quarter-Quarter**

02/08/2003

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: April 21, 2003

Water right number: 29-2046A
RASHID E BISHARAT
PO BOX 366
INKOM ID 83245
Telephone Number: (208) 775-4402

3/24/03 ADD: NAILA BISHARAT (WIFE)
(OR)

Done
3/24/03

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

Amend Poll ABOVE OP

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

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

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

DATE: 3-3-2003 SIGNATURE: Rashid Bisharat
Please print your name: RASHID BISHARAT

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

POLL IN SWNW Sec. 26 BELONGS TO
Piocock Co. INC. SO. OF GBS BAWN. Co.
Quinnor Theme print. 3/7/03

Done
3/21/03
ABR

SCANNED
DEC 23 2005

3/21/03 Mr. BISHARAT'S DUOD CONFIRMS (PARCEL #1) DOES
BELONG TO HIM IN SWNW Sec. 26 SO. OF PIOCOCK RD.
PROFILED

02/08/2003

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

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PO BOX 366
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SOURCE: GREEN CANYON CREEK TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.270 CFS

PRIORITY DATE: 05/05/1906

POINT OF DIVERSION:
T07S R36E S26 SESWNW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.270 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County
T07S R36E S26 NWSW 9.6 T07S R36E S27 NESE 3.9

13.5 ACRES TOTAL

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

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1975 TO 1987.

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EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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SECTION 42-1425, IDAHO CODE.

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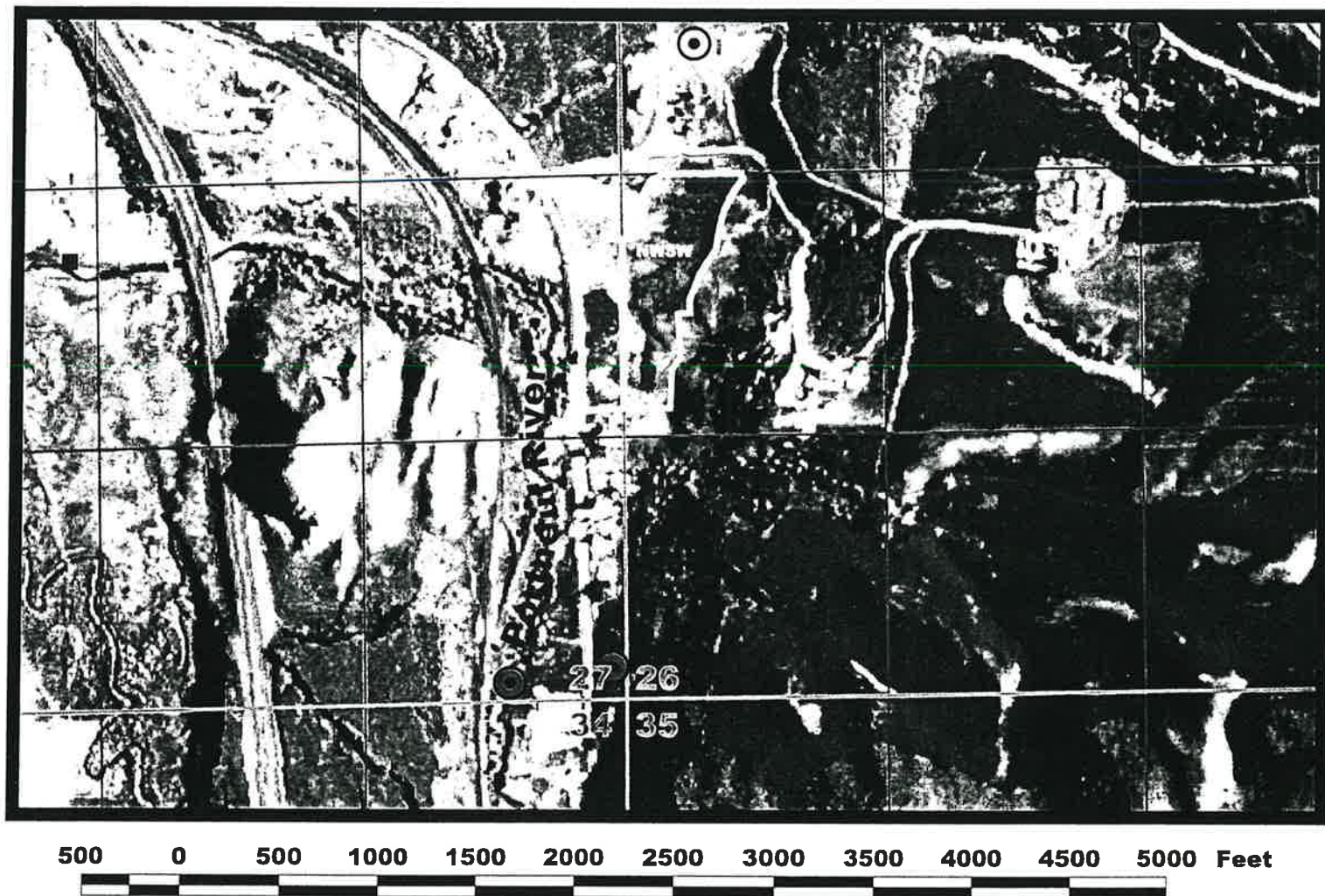
SCANNED

DEC 23 2005



STATE OF IDAHO
Department of Water Resources
Eastern Region

Water Right(s): 29-02046A



LEGEND

SESE Place of Use

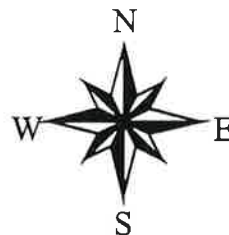
**Place of Use: T7S, R36E
(parts of) Sec. 26 NWSW,
Sec. 27 NESE**

 **Section**

Quarter-Quarter

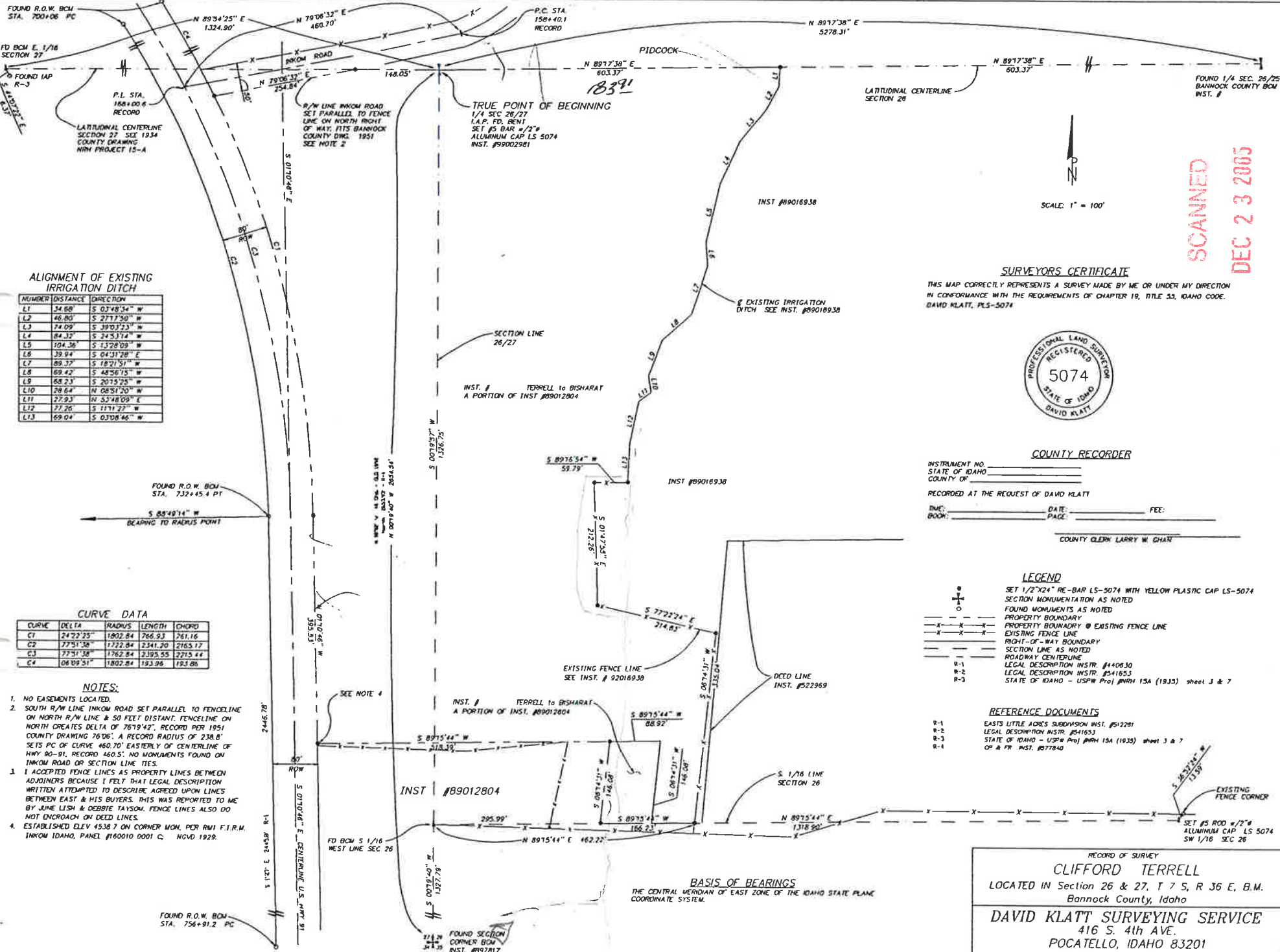
 **Point of Diversion**

**Point(s) of Diversion: T7S, R36E
Sec. 26 SESWNW**



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DEC 23 2005

GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: November 2001



ALIGNMENT OF EXISTING IRRIGATION DITCH

NUMBER	DISTANCE	DIRECTION
L1	34.60	S 01°48'54\"
L2	46.80	S 27°17'50\"
L3	74.09	S 39°07'23\"
L4	84.32	S 24°53'14\"
L5	104.36	S 13°28'09\"
L6	39.94	S 04°31'28\"
L7	89.37	S 18°21'51\"
L8	69.42	S 48°56'15\"
L9	68.23	S 20°15'25\"
L10	28.64	N 08°51'20\"
L11	27.93	N 53°48'09\"
L12	27.26	S 11°11'22\"
L13	69.04	S 03°08'46\"

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	24°22'25\"	1802.84	766.93	761.16
C2	77°51'38\"	1722.84	2341.20	2165.17
C3	77°51'38\"	1762.84	2395.55	2215.44
C4	08°09'51\"	1802.84	193.96	193.86

NOTES:

- NO EASEMENTS LOCATED.
- SOUTH R/W LINE INKHOV ROAD SET PARALLEL TO FENCE LINE ON NORTH R/W LINE & 50 FEET DISTANT. FENCE LINE ON NORTH CREATES DELTA OF 76°19'42\". RECORD PER 1951 COUNTY DRAWING 76106. A RECORD RADIUS OF 238.8' SETS PC OF CURVE 460.70' EASTERLY OF CENTERLINE OF HWY 90-91. RECORD 460.5'. NO MONUMENTS FOUND ON INKHOV ROAD OR SECTION LINE TIES.
- I ACCEPTED FENCE LINES AS PROPERTY LINES BETWEEN ADJOINERS BECAUSE I FELT THAT LEGAL DESCRIPTION WRITTEN ATTEMPTED TO DESCRIBE AGREED UPON LINES BETWEEN EAST & HIS BUYERS. THIS WAS REPORTED TO ME BY JUNE LISH & DEBBIE TAYSON. FENCE LINES ALSO DO NOT ENCRONCH ON DEED LINES.
- ESTABLISHED ELEV 4536.7' ON CORNER MON. FOR R/W F.I.R.M. INKHOV IDAHO, PANEL #160010 0001 C. NGVD 1929.

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 19, TITLE 53, IDAHO CODE. DAVID KLATT, PLS-5074



COUNTY RECORDER

INSTRUMENT NO. _____
STATE OF IDAHO _____
COUNTY OF _____

RECORDED AT THE REQUEST OF DAVID KLATT

DATE: _____ PAGE: _____ FEE: _____

COUNTY CLERK LARRY W. GHAN

LEGEND

- SET 1/2"x24" RE-BAR LS-5074 WITH YELLOW PLASTIC CAP LS-5074
- SECTION MONUMENTATION AS NOTED
- FOUND MONUMENTS AS NOTED
- PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- EXISTING FENCE LINE
- EXISTING FENCE LINE
- RIGHT-OF-WAY BOUNDARY
- SECTION LINE AS NOTED
- ROADWAY CENTERLINE
- LEGAL DESCRIPTION INSTR. #440830
- LEGAL DESCRIPTION INSTR. #541653
- STATE OF IDAHO - USPW Proj #WRH 15A (1935) sheet 3 & 7

REFERENCE DOCUMENTS

- R-1 EASTS LITTLE ACRE SUBDIVISION INSTR. #512201
- R-2 LEGAL DESCRIPTION INSTR. #541653
- R-3 STATE OF IDAHO - USPW Proj #WRH 15A (1935) sheet 3 & 7
- R-4 CP & TR INSTR. #777240

RECORD OF SURVEY

CLIFFORD TERRELL
LOCATED IN Section 26 & 27, T 7 S, R 36 E, B.M.
Bannock County, Idaho

DAVID KLATT SURVEYING SERVICE
416 S. 4th AVE.
POCATELLO, IDAHO 83201
208-232-8396

BASIS OF BEARINGS

THE CENTRAL MERIDIAN OF EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM.

SCANNED
DEC 23 2005

WARRANTY DEED

For Value Received PIDCOCK CORPORATION

99000390

THE PIDCOCK COMPANY, INC., An Idaho Corporation

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

RASHID E. BISHARAT AND NAILA BISHARAT, husband and wife

whose address is: ✓ P.O. Box 366 INKOM, IDAHO 83245

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

PARCEL 1:

All that portion of the following legal description lying West of the Section line common to Sections 26 and 27: A parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 27, T 7S. Range 36E. B.M., BANNOCK COUNTY, IDAHO. More particularly described as follows: Commencing at the $\frac{1}{4}$ corner common to Sections 26 & 27, T 7S, R 36E. B.M., thence N. 89°17'38" E. along the latitudinal centerline of Section 26 a distance of 603.37 feet to a point on the centerline of an irrigation ditch. Thence Northwesterly along the centerline of said irrigation ditch the following courses: N. 04°25'16" W. 17.25 feet, N. 22°24'04" W. 32.16 feet, N. 18°16'21" W. 12.63 feet to a point of intersection with the Southerly right-of-way of Pidcock Road. Thence S. 86°36'32" W. along the Southerly right-of-way of Pidcock Road 586.94 feet to a point of intersection with the Southerly right-of-way of Inkorn Road; thence S. 77°50'08" W. along the Southerly right-of-way of Inkorn Road 151.32 feet to a point of intersection with the latitudinal centerline of Section 27; thence N. 89°54'25" E. to the $\frac{1}{4}$ corner common to Sections 26 & 27.

PARCEL 2:

All that portion of the following legal description lying East of the Section line common to Sections 26 and 27: A parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 27, T 7S. Range 36E. B.M., BANNOCK COUNTY, IDAHO. More particularly described as follows: Commencing at the $\frac{1}{4}$ corner common to Sections 26 & 27, T 7S, R 36E. B.M., thence N. 89°17'38" E. along the latitudinal centerline of Section 26 a distance of 603.37 feet to a point on the centerline of an irrigation ditch.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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: December 22, 1998

THE PIDCOCK COMPANY, INC., An Idaho Corporation

by: Ken Pidcock

STATE OF IDAHO)

: ss

COUNTY OF BANNOCK)

On This 28th day of DECEMBER, in the year 1998, before me, a Notary Public in and for said State, personally appeared KEN PIDCOCK, known or identified to me to be the PRESIDENT of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Lyrl Jensen
Notary Public of Idaho
Residing at Docetels
Commission Expires: 12/27/2000

99000390

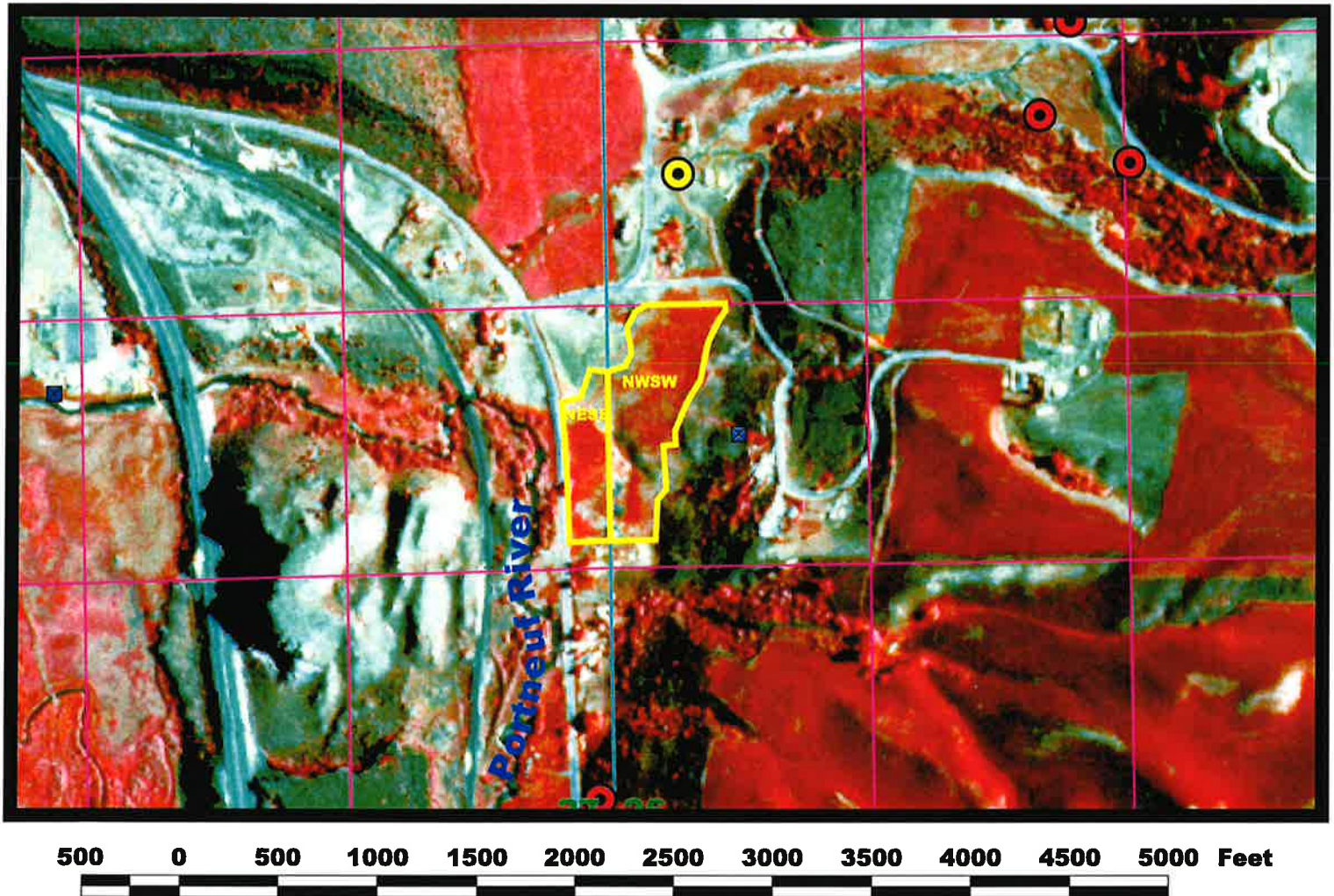
HO
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-02046A



LEGEND

- SESE** Place of Use
- Section**
- Quarter-Quarter**
- Point of Diversion**

Place of Use: T7S, R36E
(parts of) Sec. 26 NWSW,
Sec. 27 NESE

Point(s) of Diversion: T7S, R36E
Sec. 26 SESWNW

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DEC 23 2005

GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: November 2001

29-02046A Lic.

I. AMONGST TO BE CLAIMED AS LICENSURE. HOWEVER, THERE HAVE BEEN CHANGES TO ROADWAYS SINCE 1906 (PRIORITY DATE). EXAMINER'S MAP TENDS TO SHOW USE IN THE AREA THAT WOULD NOW BE ON THE WEST SIDE OF OLD HWY 91, NOT SURVIVED TODAY. IN ADDITION, CLAIMANT AMONGST PHOTO (CONTRACTOR COPY) TO INCLUDE THE EAST HILLSIDE - IT IS NOT INDICATED AS POTL FIELD EXAM 10/10/01, $\Rightarrow$ C ϕ 5

25m

AND COUNTY OWNERSHIP THOMAS DOES NOT SHOW 25AC OWNED. II. ORIGINAL LICENSURE CALLS SOURCES AS So. Fr. Bill Jackson CR; CLAIMED AS GREEN CANYON CR.

REFERENCE IS MADE TO OQ AA-91; SOURCES

STREAM IS CALLED GREEN CANYON CR $\Rightarrow$ C ϕ 2

(Δ FROM LIC NAMES TO USGS RECOGNIZED NAMES)

THE POD HAS ALSO BEEN CHANGED WAY PRIOR TO

1987 AND IS NOT AS CLAIMED IN NWNWSW SEC. 26.

GREEN CANYON CR DOES NOT FLOW THROUGH THIS QD.

RATHER POD IS LOCATED AT SWSWNW SEC 26 $\Rightarrow$ C ϕ 3

III. Q LIC AS 10.5 cfs. ADJUSTED ACCORDINGLY @ 0.02 cfs POTL INRIG ACRES. ; 13.5 AC $\times$ 0.02 = 0.27 cfs, making

0.23 cfs LOST TO FORFEITURE/ABANDONMENT, RE: 42-222(2)

$\Rightarrow$ P ϕ 4 REMARK CONDITION PRIOR TO 1976 REF: OQ AA-91 AND IC.

CLAIM INVEST HANDBOOK 1/13/1999 (DRAFT) CHP. 10,

FORFEITURE AND ABANDONMENT: PARTS III - V.

PROVIDED

SCANNED
DEC 23 2005

To: A31-02046A
Fr: Bryce A. Contor
Date: 10/30/2000



Re: Irrigated Acres

This claim was originally filed by Clifton Terrell, who indicated that he was only irrigating 17 of the original 25 irrigated acres licensed.

The GIS contractor identified about 15 acres of irrigation, but the resolution is poor.

Today the new owner, Mr. Rashid Bisharat, amended the claim to include all the original acres. Mr. Bisharat believes that there are more irrigated acres that either Mr. Terrell claimed or the contractor identified.

There may be an issue of partial forfeiture and resumption, but I explained to Mr. Bisharat that our current instructions are to recommend the acres we find on field inspection, if they are within the original licensed acres. If there is an issue of forfeiture, any one who might be injured still has the opportunity to object to the recommendation.

I told Mr. Bisharat that I expected we would do the field inspection in the summer of 2001 to determine the present irrigated acreage. Mr. Bisharat requests that we delay our inspection as long as possible, as he has just purchased the property and is working on some things that have been neglected by the former owner.

10/10/01 This CLAIMED AS PART A. WHAT IS PART B FOR, TO WHOM?

X → Got CC of Original License - Attached.

I. POD A from Lic.

PROFILED

SCANNED
DEC 23 2005

9-1

Real Estate & Water Rights Agreement

THIS AGREEMENT, made and entered into this ~~24~~²⁷th day of August, 1998, by and between Clifford K. Terrell, Jr., of 1268 North Old Hwy 91, Inkom, Idaho 83245, hereinafter referred to as "Seller", and Rashid Bisharat and Naila Bisharat, husband and wife, of 230 Park, Inkom, Idaho 83245, hereinafter referred to as "Buyers".

WITNESSETH:

PROPERTY: SELLER, in consideration of the covenants and agreements to be performed by the BUYER, hereinafter contained, agrees to sell and convey unto BUYER, and BUYER agrees to buy, all that certain piece or parcel of land situated and lying and being in or near Inkom, County of Bannock, State of Idaho, and bounded and more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; subject, however, to all zoning laws, city ordinances, easements, restrictive agreements and rights of way of public roads as of the date of this agreement.

PURCHASE PRICE AND TERMS OF PAYMENT: BUYER shall pay SELLER an overall sales price for said property in the amount of SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00) which will be reduced by credits to BUYER for payments made as follows:

Purchase Price.....

\$ 63,000.00

Subtotal

\$ 63,000.00

PROFILED

SCANNED

DEC 23 2005

*provided by
claimant
10/30/03
bac*

Ernest Money Paid.....

9-2
\$ 3,000.00

98016968

Subtotal

\$60,000.00

Net due at closing...

\$ 60,000.00

At the time of closing, BUYER shall pay to SELLER the amount of SIXTY THOUSAND DOLLARS (\$60,000.00) in full and final payment of all amounts due and payable in respect to this real estate purchase. SELLER shall execute a Warranty Deed to BUYER at the time of closing and all documents mentioned above shall be recorded with the Bannock County Recorder at the request of the First American Title Company of Pocatello, Idaho subject to the full performance of the conditions, terms and covenants contained therein.

It is expressly understood and agreed that the acceptance by SELLER of any payments when the same shall be paid due, or any forbearance of any kind that may be granted or allowed by the SELLER to BUYER under this agreement, shall not be deemed or construed or considered as waiving or surrendering any condition or covenant of this agreement by SELLER.

POSSESSION: BUYER is granted possession of the premises on the 1st day of July, 1998, and shall be entitled to continue in possession thereof so long as they shall not be in default in the performance of any of the terms of this Agreement.

Based upon the Warranty Deed executed by SELLER to BUYER, any and all improvements on the property shall become a part thereof and shall become the possession of the BUYER.

TAXES: BUYER agrees to pay all state, city, school and county taxes, and all assessments of whatsoever nature, which were levied against the premises beginning the 1st day of July, 1998, and continuing thereafter. SELLER agrees to pay and bring current all state, city, school and county

SCANNED

DEC 23 2005

9-3

98016968

taxes, and assessments of whatsoever nature, which were levied against the premises through the 1st day of July, 1998.

RIGHT OF FIRST REFUSAL: SELLER hereby grants BUYER a right of first refusal to buy a parcel of property owned by SELLER adjacent to the south boundary of the property involved in the current sale. The property subject to this first right of refusal is more specifically described as follows:

SEE ATTACHED EXHIBIT "B"

SELLER hereby agrees to allow BUYER the first right to buy the property described in this paragraph at a price equal to or better than the price SELLER would offer this property to any third party. If SELLER contemplates the sale of this property, SELLER shall notify BUYER of SELLER'S intent to so sell this property, in writing, and BUYER shall have the right to purchase this property from SELLER at any time within thirty days of BUYERS receipt of said notice, in writing. If BUYER does not notify SELLER of his intent to buy said property and consummate said sell within thirty days after notice, SELLER shall be entitled to sell the above described property to a third party at a price equal to or greater than that offer to BUYER.

WATER RIGHTS: As partial consideration for the total purchase price stated in the foregoing, SELLER shall transfer to BUYER all interest SELLER currently has in a water right to water from the Green Canyon Creek as documented by Water Right No. 2104 as set forth in Civil Case No. 39576 in re the general adjudication of rights to the use of water from the Snake River Basin Water System currently pending in the Fifth Judicial District of the State of Idaho in and for the County of Twin Falls.

Further, SELLER hereby agrees to transfer to BUYER forty percent of all water originating in a spring on SELLER'S property described in Exhibit "B" attached hereto, said property being

subject to the right of refusal set forth in the previous provision. Provided however, should BUYER fail to exercise the right of first refusal set forth in the previous provision upon proper notice of said right from SELLER, upon the sale of said property to a third party by SELLER, BUYER shall be entitled to fifty percent of the water from the spring source on SELLER'S property described in Exhibit "B" attached hereto.

If the BUYER should elect to exercise his right of first refusal to buy the property described in Exhibit "B" hereto, naturally said BUYER will receive all rights to the water from said spring.

If BUYER should ever default on this agreement requiring foreclosure action by SELLER, all shares of this stock will be returned to SELLER.

DEED: Concurrent with the execution of this Agreement, the SELLER shall execute a good and sufficient warranty deed to the above described property, naming the SELLER as grantor and BUYER as grantee, free from all encumbrances except any assumed by or placed thereon by the BUYER, and cause said warranty deed to be recorded with the Bannock County Recorder.

TITLE INSURANCE & RESPONSIBILITY OF SELLER: SELLER shall, upon execution of this Agreement, order and within a reasonable time thereafter, cause to be delivered to BUYER, a policy of title insurance in the amount SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00) insuring such title subject to the payment of this Agreement and the standard printed exceptions.

ENFORCEMENT AND NECESSARY DOCUMENTS: In the event either party hereto shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorney's

SCANNED

DEC 23 2005

fees. In the event of default by BUYER, BUYER agrees to pay attorneys fees of SELLER in issuing notice of default, or otherwise enforcing this Agreement without suit.

It is understood and agreed that Warren C. Webber, of the law firm of Olley & Webber, Chartered, is the attorney who prepared this document at the request of all parties. All parties hereto understand that they have the right to have this Agreement and all documents relating thereto reviewed by another attorney of their choice and have waived the same.

BINDING EFFECT AND CONSTRUCTION OF TERMS: This Agreement shall extend to and bind the heirs, administrators, executors, representatives, successors and assigns of the parties hereto.

GIVING OF NOTICE: Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the depositing of the same in the United States mail by the SELLER, by certified or registered mail, addressed to BUYER at 230 Park, Inkom, Idaho 83245; or by the BUYER addressed to the SELLER at 1268 North Old Hwy 91, Inkom, Idaho 83245; as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the BUYER, or on the SELLER, as the case may be. In the event there be more than one person constituting the SELLER or BUYER herein, service by mail or personal service as provided above, upon any one person in such party shall be good and sufficient service upon all persons constituting such party, the same as though such service had been made upon each and every member of such party.

9-6

98016968

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Clifford K. Terrell, Jr.
CLIFFORD K. TERRELL, JR., Seller

Rashid Bisharat
RASHID BISHARAT, Buyer

Naila Bisharat
NAILA BISHARAT, Buyer

State of Idaho)
:SS
County of Bannock)

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CLIFFORD K. TERRELL JR., known to me (or proved to me on basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Dianna Sterner
Notary Public for Ireland Bank
Residing at Idaho
My Commission Expires: 10-27-03

State of Idaho)
:SS
County of Bannock)

NOTARY SEAL

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RASHID BISHARAT, known to me (or proved to me on basis of satisfactory evidence) to be the person whose names are subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Dianna Sterner
Notary Public for Ireland Bank
Residing at Idaho
My Commission Expires: 10-27-03

9-7

98016968

State of Idaho)
)
 :SS
County of Bannock)

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared NAILA BISHARAT, known to me (or proved to me on basis of satisfactory evidence) to be the person whose names are subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

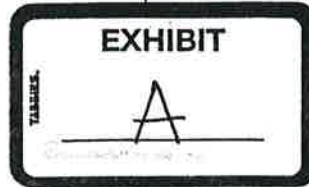
Dianna Sterner
Notary Public for Ireland Bank
Residing at Idaho
My Commission Expires: 10-27-03

NOTARY SEAL

NO 98016968
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
'98 AUG 28 AM 11 45
OFFICIAL RECORD BOOK NO 719
BANNOCK COUNTY IDAHO
LARRY W. SHAN RECORDER
FEE 2700 DEPUTY VC



LEGAL DESCRIPTION
ORDER NO. 26207



98016968

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

A parcel of land located in the W $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26 and the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO. It is more particularly described as follows:

Commencing at the $\frac{1}{4}$ corner common to Sections 26 and 27, the TRUE POINT OF BEGINNING; thence N $89^{\circ}17'38''$ E, along the latitudinal centerline of Section 26, 603.37 feet to an intersection with the centerline of an existing irrigation ditch; thence following said centerline in the following courses:

S $3^{\circ}48'34''$ W, 34.68 feet; S $27^{\circ}17'50''$ W, 46.80 feet; S $39^{\circ}03'23''$ W, 74.09 feet; S $24^{\circ}53'14''$ W, 84.32 feet; S $13^{\circ}28'09''$ W, 104.36 feet; S $4^{\circ}31'28''$ E, 39.94 feet; S $18^{\circ}21'51''$ W, 89.37 feet; S $48^{\circ}56'15''$ W, 69.42 feet; S $20^{\circ}15'25''$ W, 68.23 feet; S $8^{\circ}51'20''$ E, 28.64 feet; S $53^{\circ}48'09''$ W, 27.93 feet; S $11^{\circ}11'27''$ W, 77.26 feet; S $3^{\circ}08'46''$ W, 69.04 feet to an intersection with an existing fence line as noted in Instrument # 577507; thence following said fence line in the following courses:

S $89^{\circ}16'54''$ W, 59.78 feet; S $1^{\circ}47'55''$ E, 212.26 feet; S $77^{\circ}22'24''$ E, 214.00 feet; S $6^{\circ}14'31''$ W, 335.04 feet to the South $1/16$ line of Section 26; thence S $89^{\circ}15'44''$ W, along the South $1/16$ line 75.56 feet; thence N $6^{\circ}14'31''$ E, 146.08 feet; thence S $89^{\circ}15'44''$ W, 609.06 feet to the Easterly right of way line of U.S. Highway 90-91; thence N $1^{\circ}10'46''$ W, along said right of way line 395.53 feet to the point of curvature of a 1802.84 foot radius curve to the left having a central angle of $24^{\circ}22'25''$, the radius point of which bears S $88^{\circ}49'14''$ W; thence along said curve 766.93 feet to an intersection with the Southerly right of way line of Inkorn Road; thence N $79^{\circ}06'32''$ E, along the Southerly right of way line 254.84 feet to an intersection with the latitudinal centerline of Section 27; thence N $89^{\circ}54'25''$ E, 148.05 feet to the TRUE POINT OF BEGINNING.

SCANNED

DEC 23 2005

EXHIBIT

B

9-9
89012804

98016968

The Northwest Quarter of the Southwest Quarter of Section 26, Township 7 South, Range 36 East of the Boise Meridian except a portion of land consisting of about two acres lying in the Northeast corner and Northeast of the County road.

Also beginning at the Northwesterly corner of the Northwest Quarter of the Southwest quarter of said Section 26, running thence westerly along the latitudinal center line of Section 27, Township 7 South, Range 36 East of the Boise Meridian to a point where said line intersects the Westerly right of way of the Old Oregon Trail Highway as it existed July 2, 1934, said point of intersection being South 89 degrees and 40 minutes West, 494 and no/100 feet more or less, distant from the East quarter corner of said Section 27; thence Southeasterly along the said right of way 575 and no/100 feet, more or less, to its intersection with the North bank of irrigation ditch, commonly called the Gathe irrigation ditch; thence following the North bank of said ditch North 78 degrees and 32 minutes West, 163 and no/100 feet; thence North 63 degrees and 42 minutes West 206 feet more or less to the Easterly line of the right of way of the Oregon Short Line Railroad; thence in the Southerly direction on the Easterly right of way boundary line of the said railroad to a point of intersection with the Southerly boundary line of the Northeast quarter of the Northeast quarter, Section 34, Township 7 South, Range 36 East of the Boise Meridian, thence in an Easterly direction along said line to the point of intersection of said line and the Westerly boundary line of the State Highway; thence in a Northerly direction along the said Western boundary line to the point of intersection of said line with the South boundary line of the Northeast quarter of the Southeast quarter of Section 27, Township 7 South, Range 36 East of the Boise Meridian; thence East along said last named line to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 26, Township 7 South Range 36 East of the Boise Meridian; thence North 80 rods more or less to the point of beginning.

Also the following described tract of land. Beginning at the Northeast corner of the Southeast quarter of the Southeast Quarter of Section 27, Township 7 South, Range 36 East of the Boise Meridian, running thence South 8 rods more or less to a point on the Easterly section line of said Section 27; thence West 12 rods more or less to an intersection with the highway, Idaho No. 30; thence in a Northerly direction following the East boundary line of said Highway a distance of 8 rods more or less to the Northerly line of the said Southeast quarter of the Southeast Quarter; thence East along the said line a distance of 12 rods more or less to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

37020

89012804

NO. _____
RECORDED AT _____
MC DOUGALL & MURRAY
89 OCT 18 P4:54

IF FROM OFFICE BY NO. 511
FANT _____
LARGE _____
FE 9.00 _____
CHECK

SCANNED

DEC 23 2005

Bannock county
South Fork Bill Jackson Cr.
.5 of 1 sec. ft.
Irrigation
Priority 5-5-06

STATE OF IDAHO
Water License No. 2104.

WHEREAS, On the 5th day of May, A.D. 1906, L. P. HOLMES of Lakem, County of Bannock and State of Idaho, duly made application (No. 2733) to me for a permit to use .5 cubic feet per second of the waters of South Fork Bill Jackson Creek, County of Bannock, State of Idaho, for irrigation and domestic purposes; and

WHEREAS, On the 30th day of June, A.D. 1906, Permit No. 2104, was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 30th day of June, A.D. 1907, and for the application to beneficial use of said water on or before the 30th day of June, A.D. 1908, and,

WHEREAS, On the 30th day of June, A.D. 1907, the holder of said permit duly made proof of the completion of adequate works for the diversion of .5 cubic feet per second of said waters, as evidenced by my Certificate No. 2104, dated August 6, 1907, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use .5 cubic feet per second of water, with date of priority of May 5, 1906, and

WHEREAS, On the 30th day of June, A.D. 1907, proof was duly made of the application to beneficial use of .5 of one cubic foot per second of said water;

NOW, THEREFORE, By virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to L. P. HOLMES of Lakem, Idaho, the holder and owner of said Permit No. 2104, a perpetual right, dating from May 5, 1906, to the use of .5 of one cubic foot per second of the waters of South Fork Bill Jackson Creek, in the County of Bannock and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point near center of Section 30, Township 7 South, Range 37 East of Boise Meridian, and conducted to and upon 13 acres in the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) Section 26, and 12 acres in Northeast quarter of Southeast quarter (NE 1/4 SE 1/4) Section 27, Township 7 S., Range 37 E., 3rd E.M., for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

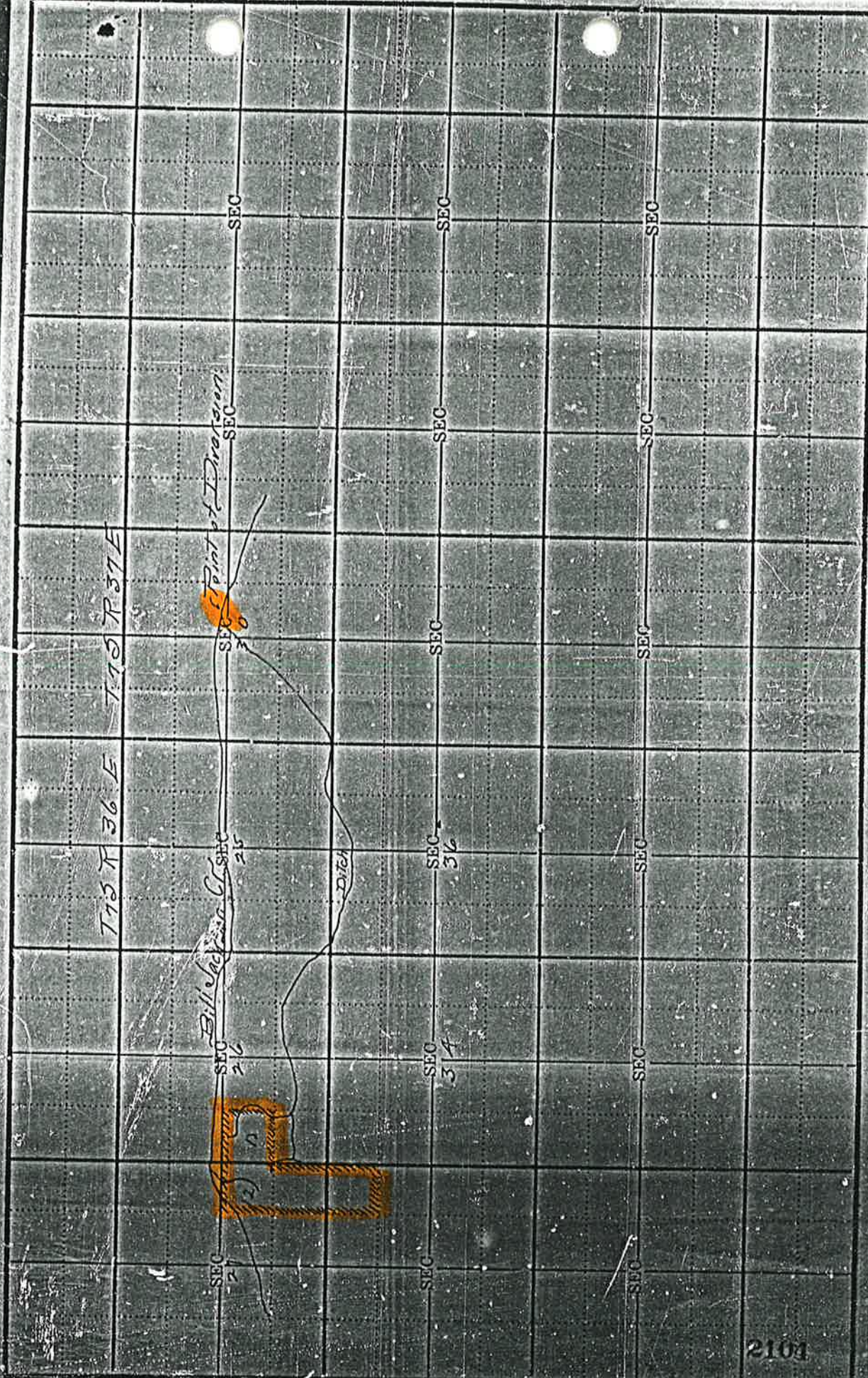
WITNESS, My hand and the seal of my office at Boise, Idaho,
this 6th day of August, A.D. Nineteen hundred and seven.

(SEAL)

Recorded August 6, 1907.

Joe Stephenson, Jr.

State Engineer.



2101



Photo: Ciren 1998
USGS TERRA SORVON

PROFILED

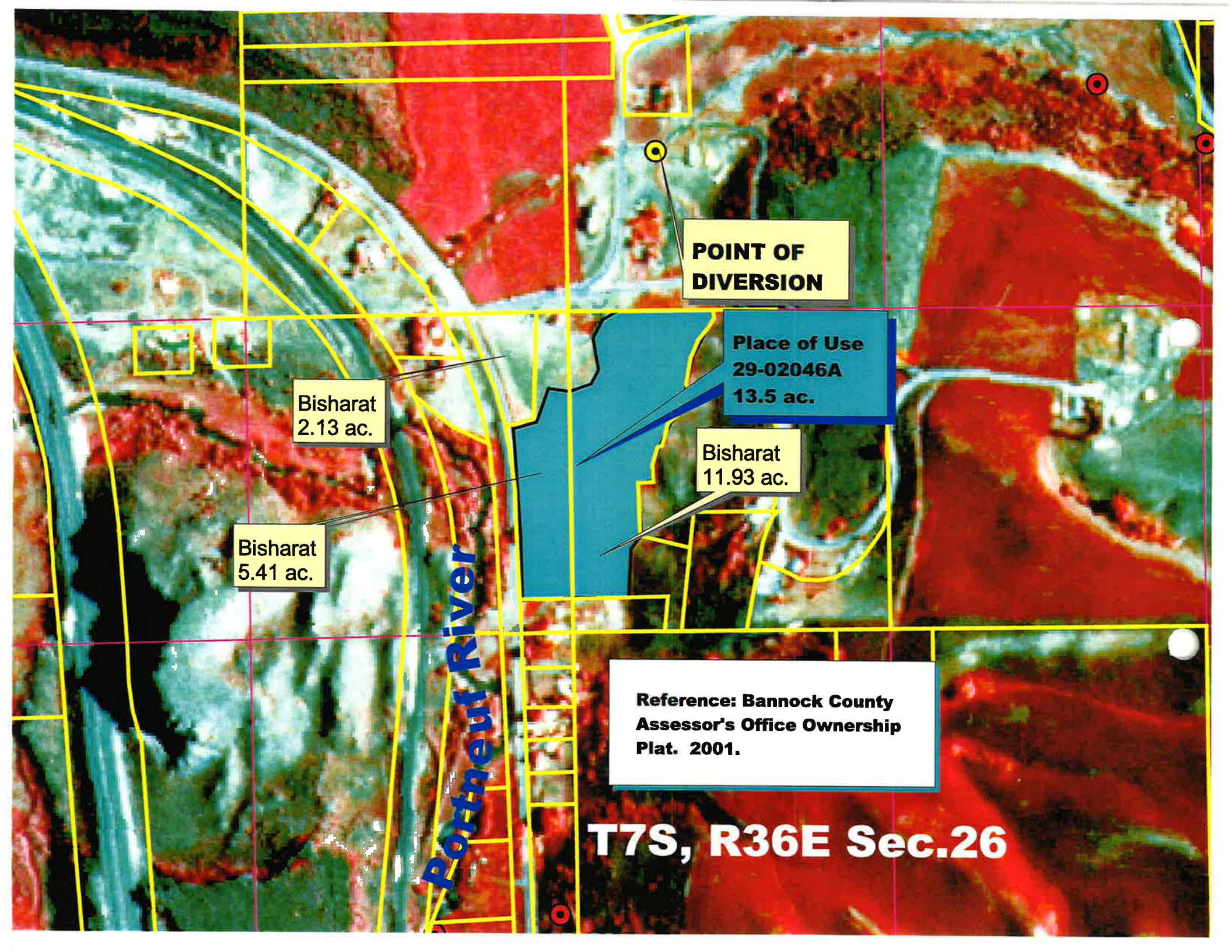
SCANNED
DEC 23 2005

Portneuf River

**NESE
3.9**

**NWSW
9.6**

T7S, R36E Sec.26



**POINT OF
DIVERSION**

**Place of Use
29-02046A
13.5 ac.**

**Bisharat
2.13 ac.**

**Bisharat
11.93 ac.**

**Bisharat
5.41 ac.**

Portneuf River

**Reference: Bannock County
Assessor's Office Ownership
Plat. 2001.**

T7S, R36E Sec.26

**POINT OF
DIVERSION**

Bisharat
2.13 ac.

Bisharat
11.93 ac.

Bisharat
5.41 ac.

Portneuf River

**Reference: Bannock County
Assessor's Office Ownership
Plat. 2001.**

T7S, R36E Sec.26

27 26
34 35

29-02046A
POD

PIDCOCK CORP

PIDCOCK CO INC

BISHARAT, RASHID E

BISHARAT, RASHID E

29-02046A
POU

BISHARAT, RASHID E

Bannock County
Ownership Plat

T7S, R36E

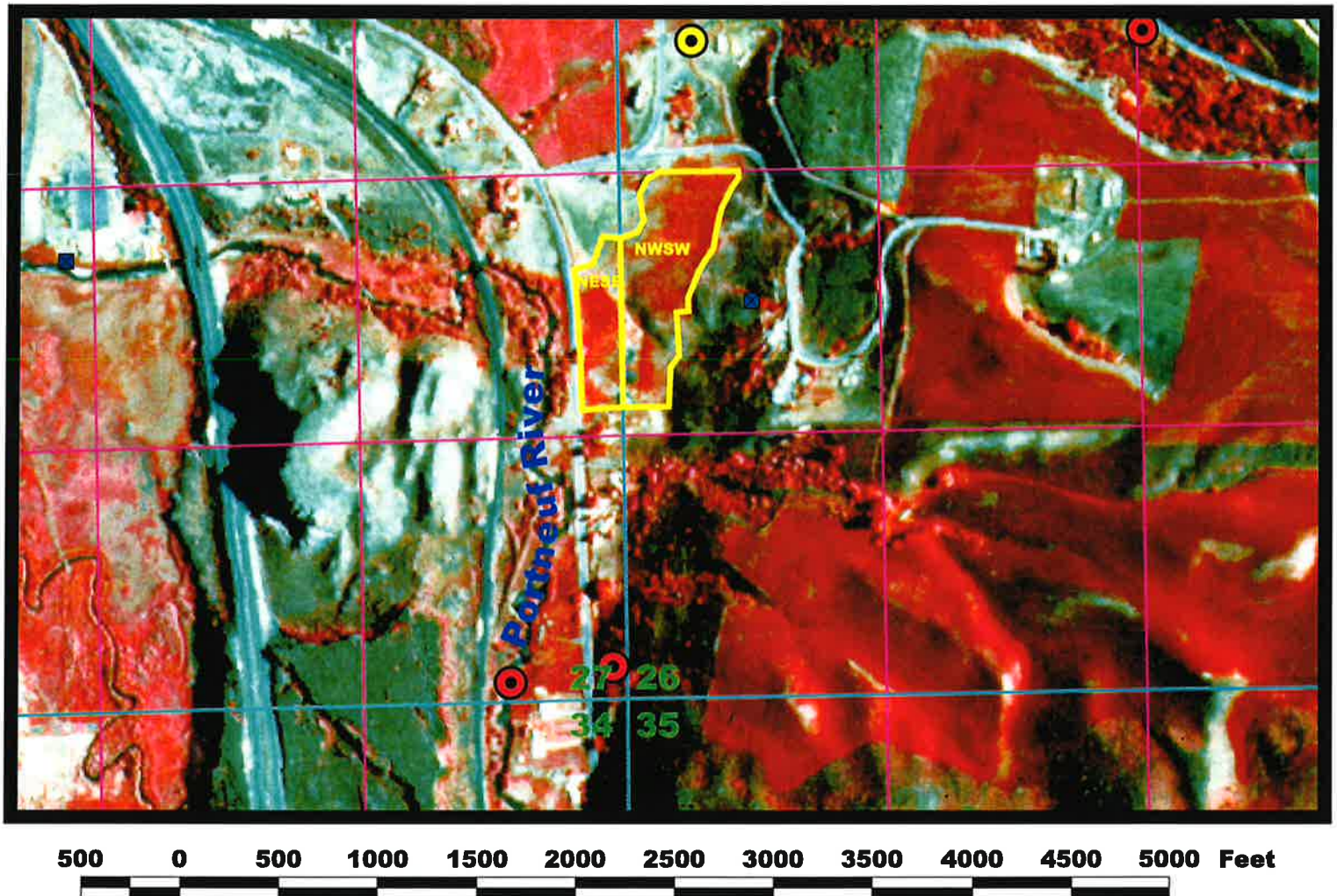
27 26
34 35



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-02046A



LEGEND

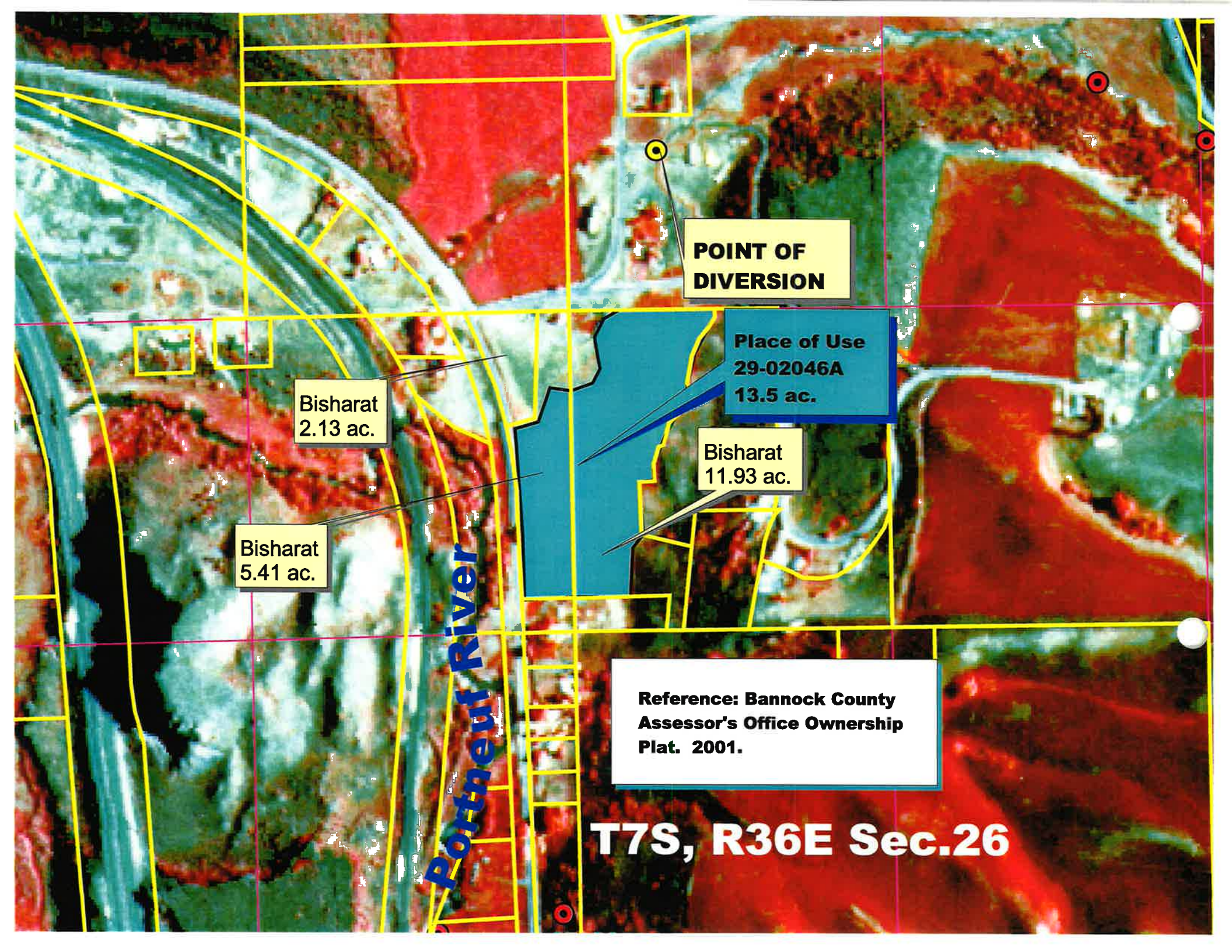
- SESE Place of Use
- Section
- Quarter-Quarter
- Point of Diversion

Place of Use: T7S, R36E
(parts of) Sec. 26 NWSW,
Sec. 27 NESE

Point(s) of Diversion: T7S, R36E
Sec. 26 SESWNW



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: November 2001



**POINT OF
DIVERSION**

**Place of Use
29-02046A
13.5 ac.**

**Bisharat
2.13 ac.**

**Bisharat
11.93 ac.**

**Bisharat
5.41 ac.**

Portneuf River

**Reference: Bannock County
Assessor's Office Ownership
Plat. 2001.**

T7S, R36E Sec.26

**POINT OF
DIVERSION**

Bisharat
2.13 ac.

Bisharat
11.93 ac.

Bisharat
5.41 ac.

Portneuf River

**Reference: Bannock County
Assessor's Office Ownership
Plat. 2001.**

T7S, R36E Sec.26

27 26
34 35

Portneuf River

**NESE
3.9**

**NWSW
9.6**

T7S, R36E Sec.26

JUN 06 2001

Log for claim A29-02046A

Spatial Dynamics AMH

8/10/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s36e	26	NWSW	15	11	
07s36e	27	NESE	2	3.6	
Totals:			17	14.6	



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 8, 1998

RASHID E BISHARAT
PO BOX 366
INKOM ID 83245

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A29-02046A

Dear Mr. Bisharat:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

DELOG
SVH 9/14/98
SVH 9-24-98
RECEIVED

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP SEP 11 1998

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) A29-02046A
Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Clifford K Terrell
NAILA K. BISHARAT
4. New Owner/Claimant(s) x RASHID E. BISHARAT
Name connector (Check one): ☐ AND, ☐ OR, ☒ AND/OR
New Mailing Address P.O. BOX ~~12222~~ 366
City, State and ZIP Code INKOM ID 83245
New Telephone Number (208) 775-3511
5. Date you acquired the property 7-1-98
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) x Rashid Bisharat Date 9-11-98
NA Date _____
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

9-1

Real Estate & Water Rights Agreement

THIS AGREEMENT, made and entered into this 24th day of August, 1998, by and between Clifford K. Terrell, Jr., of 1268 North Old Hwy 91, Inkom, Idaho 83245, hereinafter referred to as "Seller", and Rashid Bisharat and Naila Bisharat, husband and wife, of 230 Park, Inkom, Idaho 83245, hereinafter referred to as "Buyers".

WITNESSETH:

PROPERTY: SELLER, in consideration of the covenants and agreements to be performed by the BUYER, hereinafter contained, agrees to sell and convey unto BUYER, and BUYER agrees to buy, all that certain piece or parcel of land situated and lying and being in or near Inkom, County of Bannock, State of Idaho, and bounded and more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; subject, however, to all zoning laws, city ordinances, easements, restrictive agreements and rights of way of public roads as of the date of this agreement.

PURCHASE PRICE AND TERMS OF PAYMENT: BUYER shall pay SELLER an overall sales price for said property in the amount of SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00) which will be reduced by credits to BUYER for payments made as follows:

Purchase Price.....	\$ 63,000.00
<u>Subtotal</u>	<u>\$ 63,000.00</u>

Ernest Money Paid.....

9-2
\$ 3,000.00

98016968

Subtotal

\$60,000.00

Net due at closing...

\$ 60,000.00

At the time of closing, BUYER shall pay to SELLER the amount of SIXTY THOUSAND DOLLARS (\$60,000.00) in full and final payment of all amounts due and payable in respect to this real estate purchase. SELLER shall execute a Warranty Deed to BUYER at the time of closing and all documents mentioned above shall be recorded with the Bannock County Recorder at the request of the First American Title Company of Pocatello, Idaho subject to the full performance of the conditions, terms and covenants contained therein.

It is expressly understood and agreed that the acceptance by SELLER of any payments when the same shall be paid due, or any forbearance of any kind that may be granted or allowed by the SELLER to BUYER under this agreement, shall not be deemed or construed or considered as waiving or surrendering any condition or covenant of this agreement by SELLER.

POSSESSION: BUYER is granted possession of the premises on the 1st day of July, 1998, and shall be entitled to continue in possession thereof so long as they shall not be in default in the performance of any of the terms of this Agreement.

Based upon the Warranty Deed executed by SELLER to BUYER, any and all improvements on the property shall become a part thereof and shall become the possession of the BUYER.

TAXES: BUYER agrees to pay all state, city, school and county taxes, and all assessments of whatsoever nature, which were levied against the premises beginning the 1st day of July, 1998, and continuing thereafter. SELLER agrees to pay and bring current all state, city, school and county

taxes, and assessments of whatsoever nature, which were levied against the premises through the 1st day of July, 1998.

RIGHT OF FIRST REFUSAL: SELLER hereby grants BUYER a right of first refusal to buy a parcel of property owned by SELLER adjacent to the south boundary of the property involved in the current sale. The property subject to this first right of refusal is more specifically described as follows:

SEE ATTACHED EXHIBIT "B"

SELLER hereby agrees to allow BUYER the first right to buy the property described in this paragraph at a price equal to or better than the price SELLER would offer this property to any third party. If SELLER contemplates the sale of this property, SELLER shall notify BUYER of SELLER'S intent to so sell this property, in writing, and BUYER shall have the right to purchase this property from SELLER at any time within thirty days of BUYERS receipt of said notice, in writing. If BUYER does not notify SELLER of his intent to buy said property and consummate said sell within thirty days after notice, SELLER shall be entitled to sell the above described property to a third party at a price equal to or greater than that offer to BUYER.

WATER RIGHTS: As partial consideration for the total purchase price stated in the foregoing, SELLER shall transfer to BUYER all interest SELLER currently has in a water right to water from the Green Canyon Creek as documented by Water Right No. 2104 as set forth in Civil Case No. 39576 in re the general adjudication of rights to the use of water from the Snake River Basin Water System currently pending in the Fifth Judicial District of the State of Idaho in and for the County of Twin Falls.

Further, SELLER hereby agrees to transfer to BUYER forty percent of all water originating in a spring on SELLER'S property described in Exhibit "B" attached hereto, said property being

subject to the right of refusal set forth in the previous provision. Provided however, should BUYER fail to exercise the right of first refusal set forth in the previous provision upon proper notice of said right from SELLER, upon the sale of said property to a third party by SELLER, BUYER shall be entitled to fifty percent of the water from the spring source on SELLER'S property described in Exhibit "B" attached hereto.

If the BUYER should elect to exercise his right of first refusal to buy the property described in Exhibit "B" hereto, naturally said BUYER will receive all rights to the water from said spring.

If BUYER should ever default on this agreement requiring foreclosure action by SELLER, all shares of this stock will be returned to SELLER.

DEED: Concurrent with the execution of this Agreement, the SELLER shall execute a good and sufficient warranty deed to the above described property, naming the SELLER as grantor and BUYER as grantee, free from all encumbrances except any assumed by or placed thereon by the BUYER, and cause said warranty deed to be recorded with the Bannock County Recorder.

TITLE INSURANCE & RESPONSIBILITY OF SELLER: SELLER shall, upon execution of this Agreement, order and within a reasonable time thereafter, cause to be delivered to BUYER, a policy of title insurance in the amount SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$63,000.00) insuring such title subject to the payment of this Agreement and the standard printed exceptions.

ENFORCEMENT AND NECESSARY DOCUMENTS: In the event either party hereto shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorney's

fees. In the event of default by BUYER, BUYER agrees to pay attorneys fees of SELLER in issuing notice of default, or otherwise enforcing this Agreement without suit.

It is understood and agreed that Warren C. Webber, of the law firm of Olley & Webber, Chartered, is the attorney who prepared this document at the request of all parties. All parties hereto understand that they have the right to have this Agreement and all documents relating thereto reviewed by another attorney of their choice and have waived the same.

BINDING EFFECT AND CONSTRUCTION OF TERMS: This Agreement shall extend to and bind the heirs, administrators, executors, representatives, successors and assigns of the parties hereto.

GIVING OF NOTICE: Service of any notice permitted or required under the terms of this Agreement shall be deemed complete upon the depositing of the same in the United States mail by the SELLER, by certified or registered mail, addressed to BUYER at 230 Park, Inkom, Idaho 83245; or by the BUYER addressed to the SELLER at 1268 North Old Hwy 91, Inkom, Idaho 83245; as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the BUYER, or on the SELLER, as the case may be. In the event there be more than one person constituting the SELLER or BUYER herein, service by mail or personal service as provided above, upon any one person in such party shall be good and sufficient service upon all persons constituting such party, the same as though such service had been made upon each and every member of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Clifford K. Terrell, Jr.

CLIFFORD K. TERRELL, JR., Seller

Rashid Bisharat

RASHID BISHARAT, Buyer

Naila Bisharat

NAILA BISHARAT, Buyer

State of Idaho)

:ss

County of Bannock)

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CLIFFORD K. TERRELL JR., known to me (or proved to me on basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Dianna Sterner

Notary Public for Ireland Bank

Residing at Idaho

My Commission Expires: 10-27-03

State of Idaho)

:ss

County of Bannock)

NOTARY SEAL

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RASHID BISHARAT, known to me (or proved to me on basis of satisfactory evidence) to be the person whose names are subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Dianna Sterner

Notary Public for Ireland Bank

Residing at Idaho

My Commission Expires: 10-27-03

9-7

98016968

State of Idaho)
)
 :SS
County of Bannock)

On this 27 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared NAILA BISHARAT, known to me (or proved to me on basis of satisfactory evidence) to be the person whose names are subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Dianna Sterner
Notary Public for Ireland Bank
Residing at Idaho
My Commission Expires: 10-27-03

NOTARY SEAL

NO 98016968
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
'98 AUG 28 AM 11 45

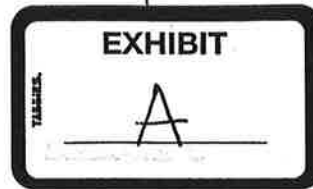
OFFICIAL RECORD BOOK NO 719
BANNOCK COUNTY IDAHO
LARRY W. SHAN RECORDER
FEE 27.00 DEPUTY UK



LEGAL DESCRIPTION
ORDER NO. 26207

9-8

98016968



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

A parcel of land located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 26 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 27, Township 7 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO. It is more particularly described as follows:

Commencing at the $\frac{1}{4}$ corner common to Sections 26 and 27, the TRUE POINT OF BEGINNING; thence N $89^{\circ}17'38''$ E, along the latitudinal centerline of Section 26, 603.37 feet to an intersection with the centerline of an existing irrigation ditch; thence following said centerline in the following courses:

S $3^{\circ}48'34''$ W, 34.68 feet; S $27^{\circ}17'50''$ W, 46.80 feet; S $39^{\circ}03'23''$ W, 74.09 feet; S $24^{\circ}53'14''$ W, 84.32 feet; S $13^{\circ}28'09''$ W, 104.36 feet; S $4^{\circ}31'28''$ E, 39.94 feet; S $18^{\circ}21'51''$ W, 89.37 feet; S $48^{\circ}56'15''$ W, 69.42 feet; S $20^{\circ}15'25''$ W, 68.23 feet; S $8^{\circ}51'20''$ E, 28.64 feet; S $53^{\circ}48'09''$ W, 27.93 feet; S $11^{\circ}11'27''$ W, 77.26 feet; S $3^{\circ}08'46''$ W, 69.04 feet to an intersection with an existing fence line as noted in Instrument # 577507; thence following said fence line in the following courses:

S $89^{\circ}16'54''$ W, 59.78 feet; S $1^{\circ}47'55''$ E, 212.26 feet; S $77^{\circ}22'24''$ E, 214.00 feet; S $6^{\circ}14'31''$ W, 335.04 feet to the South $\frac{1}{16}$ line of Section 26; thence S $89^{\circ}15'44''$ W, along the South $\frac{1}{16}$ line 75.56 feet; thence N $6^{\circ}14'31''$ E, 146.08 feet; thence S $89^{\circ}15'44''$ W, 609.06 feet to the Easterly right of way line of U.S. Highway 90-91; thence N $1^{\circ}10'46''$ W, along said right of way line 395.53 feet to the point of curvature of a 1802.84 foot radius curve to the left having a central angle of $24^{\circ}22'25''$, the radius point of which bears S $88^{\circ}49'14''$ W; thence along said curve 766.93 feet to an intersection with the Southerly right of way line of Inkorn Road; thence N $79^{\circ}06'32''$ E, along the Southerly right of way line 254.84 feet to an intersection with the latitudinal centerline of Section 27; thence N $89^{\circ}54'25''$ E, 148.05 feet to the TRUE POINT OF BEGINNING.

EXHIBIT

B

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The Northwest quarter of the Southwest Quarter of Section 26, Township 7 South, Range 36 East of the Boise Meridian except a portion of land consisting of about two acres lying in the Northeast corner and Northeast of the County road.

Also beginning at the Northwesterly corner of the Northwest Quarter of the Southwest quarter of said Section 26, running thence westerly along the latitudinal center line of Section 27, Township 7 south, Range 36 East of the Boise Meridian to a point where said line intersects the Westerly right of way of the Old Oregon Trail Highway as it existed July 2, 1934, said point of intersection being South 89 degrees and 40 minutes West, 494 and no/100 feet more or less, distant from the East quarter corner of said Section 27; thence Southeasterly along the said right of way 575 and no/100 feet, more or less, to its intersection with the North bank of irrigation ditch, commonly called the Gathe irrigation ditch; thence following the North bank of said ditch North 78 degrees and 32 minutes West, 163 and no/100 feet; thence North 63 degrees and 42 minutes West 206 feet more or less to the Easterly line of the right of way of the Oregon Short Line Railroad; thence in the Southerly direction on the Easterly right of way boundary line of the said railroad to a point of intersection with the Southerly boundary line of the Northeast quarter of the Northeast quarter, Section 34, Township 7 South, Range 36 East of the Boise Meridian, thence in an Easterly direction along said line to the point of intersection of said line and the Westerly boundary line of the State Highway; thence in a Northerly direction along the said Western boundary line to the point of intersection of said line with the South boundary line of the Northeast quarter of the Southeast quarter of Section 27, Township 7 South, Range 36 East of the Boise Meridian; thence East along said last named line to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 26, Township 7 South Range 36 East of the Boise Meridian; thence North 80 rods more or less to the point of beginning.

Also the following described tract of land. Beginning at the Northeast corner of the Southeast quarter of the Southeast Quarter of Section 27, Township 7 South, Range 36 East of the Boise Meridian, running thence South 8 rods more or less to a point on the Easterly section line of said Section 27; thence West 12 rods more or less to an intersection with the highway, Idaho No. 30; thence in a Northerly direction following the East boundary line of said Highway a distance of 8 rods more or less to the Northerly line of the said Southeast quarter of the Southeast Quarter; thence East along the said line a distance of 12 rods more or less to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

37020

89012804

NO. 1
RECORDED AT REG. 5303
MC DOUGALL & MURRAY

85 OCT 18 P4:54

IF THIS RECORD IS BY NO. 511
LARGE 1000 1000
TE 9.00 1000 VR...
CHECK

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 29-2046A

Date Received: 4/30/90

Receipt No: E026295 (amended)

Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RASHID E BISHARAT Phone: (208)775-4402

PO BOX 366
INKOM ID USA 83245

2. Date of Priority: 05/05/1906

3. Source: GREEN CANYON CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
07S	36E	26	NW NW SW	BANNOCK

5. Description of diverting works:

DITCH FOR CREEK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.5	

7. Total Quantity Appropriated is:

0.5 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
07S	36E	26	NW SW	IRRIGATION	13
Section Acres					13

07S 36E 27 NE SE IRRIGATION 12
Section Acres 12
Total Acres 25

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

OWNERSHIP CHANGED 9-24-98 SVH

CLAIM AMENDED 10/30/2000 TO REFLECT FULL ORIGINAL LICENSED AMOUNT AND ACRES.

ATTACHED MAP SHOWS OUTLINE OF PURCHASED PROPERTY IN BLUE. YELLOW SHAPE IS INCORRECT, ACTUAL IRRIGATED ACRES ARE LARGER THAN SHOWN.

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: 1 MAP

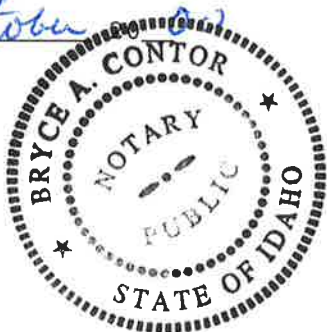
For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): *Ralph B. Shaw* Date: 10-30-2000
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 30 day
of October *Bryce G. Contor*



Notary Public

Residing at Mud Lake ID

My commission Expires 10/14/2005

DEC 21 2005

IDAHO DEPARTMENT OF WATER RESOURCES 11/29/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: RASHID E BISHARAT
PO BOX 366
INKOM ID 83245

SOURCE: GREEN CANYON CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.27 CFS

PRIORITY DATE: 05/05/1906

POINT OF DIVERSION:

T07S R36E S26 SESWNW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.270 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County
T07S R36E S26 NWSW 9.6 T07S R36E S27 NESE 3.9

13.5 ACRES TOTAL

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

PORTION OF RIGHT FORFEITED/ABANDONED: This is included for a claim based on a decree or license that is PROPOSED to be disallowed on the basis that the water right no longer exists because forfeiture of the right by nonuse was confirmed and a defense to forfeiture was not confirmed, or because abandonment of the right was confirmed.
PORTION OF RIGHT FORFEITED/ABANDONED DUE TO NON-USE FROM 1975 TO 1987.

EXPLANATORY MATERIAL: License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

SCANNED

JUN 22 2001

67 4

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

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

CIVIL CASE NUMBER: 39576

RECEIVED

Ident. Number: A29-02046A
Date Received: 3/28/1990
Receipt No: E013883
Received By: CV

APR 30 1990

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CLIFFORD K. TERRELL, JR. 208-775-3044
Address: 1268 N. OLD HWY. 91
INKOM, ID 83245

2. Date of Priority: MAY 05, 1906

3. Source: GREEN CANYON CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	36E	26	NW	NW	SW		BANNOCK

5. Description of diverting works:
DITCH FOR CREEK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.340		

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

8. Total consumptive use is 42.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07S	36E	26	NW	SW		IRR	15.0
						Section Acres	15.0
		27	NE	SE		IRR	2.0
						Section Acres	2.0



MICROFILMED

NOV 13 1992

10. Place of Use: Continued

Total Acres 17.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 2104

MICROFILMED
NOV 13 1994

16. Signature(s)

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

Number of attachments: -1-

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Clifford H Terrell Jr. Date: 28, Mar, 90

Date: _____

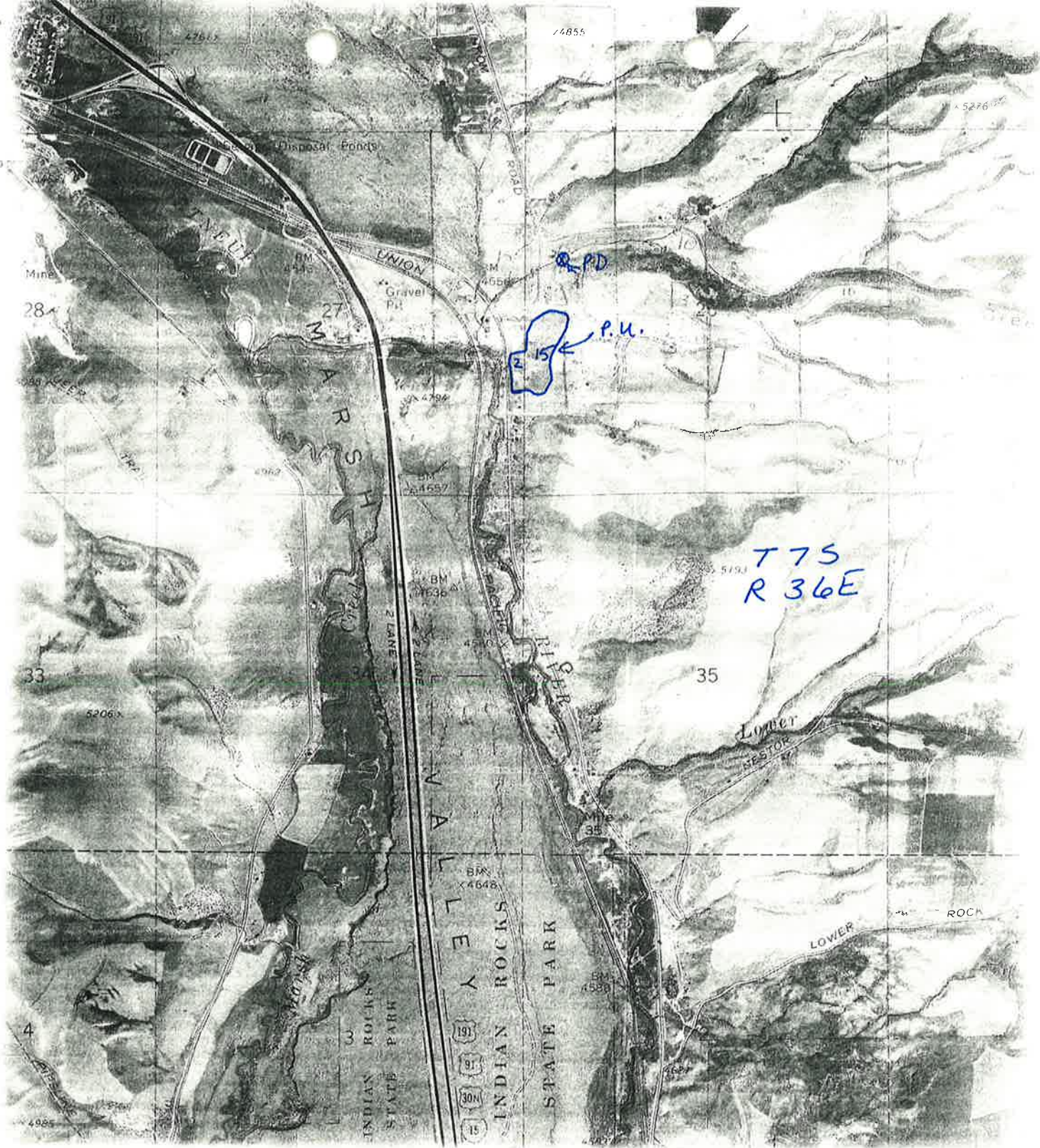
State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of March 19 90

Carter Fritschle
Notary Public

Seal

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994
My Commission Expires _____



A29-02046A

MICROFILMED

NOV 13 1992