

WATER SUPPLY BANK LEASE CONTRACT

RECEIVED
FEB 19 2015

This Lease Contract ("Lease") is effective January 1, 2015, between the Idaho Water Resource Board ("Board"), and

Lessor: BULL DEVELOPMENT INC

C/O MIKE HOMAN

7402 TOBI ST

BOISE ID 83744

208-961-9700

mhlanddevelopment@yahoo.com

AMENDED

861-

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
63-33243	0.06 CFS	Not Stated	2.7 AC	2.7 AC
63-33246	0.03 CFS	12.2 AF	2.7 AC	2.7 AC
Combined Lease Totals:	0.06 CFS	12.2 AF	2.7 AC	2.7 AC

The water rights described herein shall be available for rental from the Bank as follows:
Authorized Period of Use under Lease: March 1 to November 15

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2019.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

SUPPORT DATA

IN FILE # 63-33243

RELEASED
DEC 31 2015
SCANNED

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FEB 19 2015

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Lessor: BULL DEVELOPMENT INC

C/O MIKE HOMAN

7402 TOBI ST

BOISE ID 83714

208-961-9700

mhlanddevelopment@yahoo.com

AMENDED

RECITALS

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SUPPORT DATA

IN FILE # 63-33243

5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

MST

BULL DEVELOPMENT

C/O MIKE HOMAN P.O. BOX 140204
7402 TOBI ST
BOISE ID 83714 GARDEN CITY ID, 83714-0204

By *Mike Homan* Date 2-15-15
Printed Name Mike Homan Title Pres

IDAHO WATER RESOURCE BOARD

322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By *Brian Patton* Date February 19, 2015
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR *Cherie Palmer* Date 2/19/2015

ATTACHMENT A
WATER RIGHT NO. 63-33243
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: BULL DEVELOPMENT
C/O MIKE HOMAN
~~7402 TOBI ST~~
~~BOISE ID 83714~~
~~208-961-9700~~

*P.O. Box 146244
Garden City, ID 83714-0204*

Priority Date: 09/13/1874

Source: DRY CREEK

Tributary to: BOISE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.06 CFS	Not Stated
	Total:		0.06 CFS	Not Stated

LOCATION OF POINT(S) OF DIVERSION:

DRY CREEK SE¼SE¼NE¼ Sec. 31 Twp 05N Rge 02E ADA County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	02E	31								2.7									2.7

Total Acres: 2.7

Limited to acres within place of use described above: 2.7 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
63-33243 and 63-33246	0.60 CFS	12.2 AF	2.7 AC	2.7 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code §§ 42-248 and 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Rights 63-32403, 63-31738, 63-32404, 63-32405, 63-32407, 63-32408, 63-32637, 63-32638, 63-32707, 63-32708, 63-32709, 63-32710, 63-33243, 63-33244, 63-32412, 63-31740, 63-32413, 63-32414, 63-32416, 63-32417, 63-32639, 63-32640, 63-32712, 63-32713, 63-32714, 63-32715, 63-33246 and 63-33247 when combined shall not exceed a total diversion rate of 2.78 cfs, and the irrigation of 139 acres.
13. Rights 63-33243 and 63-33246 when combined shall not exceed the irrigation of 2.7 acres.

ATTACHMENT A
WATER RIGHT NO. 63-33246
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: BULL DEVELOPMENT
C/O MIKE HOMAN
7402 TOBI ST
BOISE ID 83714
208-961-9700

Priority Date: 07/14/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.03 CFS	12.2 AF
	Total:		0.03 CFS	12.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼NW¼NE¼ Sec. 31 Twp 05N Rge 02E ADA County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	02E	31								2.7									2.7

Total Acres: 2.7

Limited to acres within place of use described above: 2.7 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
63-33243 and 63-33246	0.60 CFS	12.2 AF	2.7 AC	2.7 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
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5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

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RECEIVED

FEB 04 2015

DEPARTMENT OF
WATER RESOURCES**WATER SUPPLY BANK LEASE CONTRACT**

This Lease Contract ("**Lease**") is effective January 1, 2015, between the Idaho Water Resource Board ("**Board**"), and

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C/O MIKE HOMAN
7402 TOBI ST
BOISE ID 83714
208-961-9700
mhlanddevelopment@yahoo.com

RECITALS

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Authorized Period of Use under Lease: March 1 to November 15

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Minimum Payment Acceptable: Current Rental Rate

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4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance attached hereto as "Attachment A" and incorporated herein by this reference.

SUPPORT DATA

IN FILE #

63-33243

SCANNED

FEB 06 2015

FEB 04 2015

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BULL DEVELOPMENT

C/O MIKE HOMAN
7402 TOBI ST
BOISE ID 83714

By Michael Homan For Bull Development Inc Date 2-3-15
Printed Name MICHAEL HOMAN Title Pres.

IDAHO WATER RESOURCE BOARD

322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By Brian Patton Date February 5, 2015
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR Cherie Palmer Date 2/5/2015

ATTACHMENT A
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BOISE ID 83714
208-961-9700

Priority Date: 09/13/1874

Source: DRY CREEK

Tributary to: BOISE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.60 CFS	Not Stated
	Total:		0.60 CFS	Not Stated

LOCATION OF POINT(S) OF DIVERSION:

DRY CREEK SE ¼ SE ¼ NE ¼ Sec. 31 Twp 05N Rge 02E ADA County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	02E	31								2.7									2.7

Total Acres: 2.7

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COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
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ATTACHMENT A
WATER RIGHT NO. 63-33246
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

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Lessor: BULL DEVELOPMENT
C/O MIKE HOMAN
7402 TOBI ST
BOISE ID 83714
208-961-9700

Priority Date: 07/14/1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 11/15	0.30 CFS	12.2 AF
	Total:		0.30 CFS	12.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼NW¼NE¼ Sec. 31 Twp 05N Rge 02E ADA County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	02E	31								2.7									2.7

Total Acres: 2.7

Limited to acres within place of use described above: 2.7 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Acre Limit</u>	<u>Total Leased Acres</u>
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 - c. New lessor(s) of record will receive payment after the following rental season.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Rights 63-32403, 63-31738, 63-32404, 63-32405, 63-32407, 63-32408, 63-32637, 63-32638, 63-32707, 63-32708, 63-32709, 63-32710, 63-33243, 63-33244, 63-32412, 63-31740, 63-32413, 63-32414, 63-32416, 63-32417, 63-32639, 63-32640, 63-32712, 63-32713, 63-32714, 63-32715, 63-33246 and 63-33247 when combined shall not exceed a total diversion rate of 2.78 cfs, and the irrigation of 139 acres.
13. Rights 63-33243 and 63-33246 when combined shall not exceed the irrigation of 2.7 acres.

STATE OF IDAHO
WATER RESOURCE BOARDRECEIVED
NOV 14 2014
DEPARTMENT OF
WATER RESOURCESWATER SUPPLY BANK LEASE OR SALE
APPLICATION CHECKLIST

An application to lease or sell a water right into the Water Supply Bank must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Incomplete applications will be returned to applicants for completion.**

Designated Applicant Mike HomanWater Right No. 63-33246

One water right per application

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

YES

- ☒ Completed *Water Supply Bank Lease or Sale Application Checklist* (this form).
- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank* (pages 2-3).
- ☒ Application filing fee of \$250.00. If you are submitting more than one lease application and the water rights have a common place of use, or common diversion rate, or common diversion volume, the combined maximum fee is \$500.00.

Attachment N/A YES

- 1A ☐ ☒ Contact information for *all owners* of the water right that is being leased or sold on this application.
- 1B ☐ ☒ An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
- 1C ☒ ☐ *Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
- 1D ☒ ☐ Written consent from irrigation district or water delivery company.
- 1E ☐ ☒ Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
- 2 ☐ ☒ Description of a water right portion offered to the Water Supply Bank.
- 3D ☒ ☐ Evidence demonstrating that a water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code.
- 4 ☐ ☒ A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. If you don't already have a detailed map, you can create one using IDWR's online General Mapping Tool (<http://maps.idwr.idaho.gov/mapall/>) to locate a water right place of use or point of diversion.

Department Use Only

Fee Amount \$ 500⁰⁰Received By: CHDate Received: 11/14/14Receipt # C099610W-9 received? Yes ☒ No ☐

(Route W-9 to Fiscal)

Name on W-9: Mike Homan

**STATE OF IDAHO
WATER RESOURCE BOARD**

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

1. CONTACT INFORMATION

- A. An application to sell or lease a water right to the Water Supply Bank must be completed by a Designated Applicant who is a recognized owner of the water right being sold or leased to the Water Supply Bank. If there are additional owners recorded for the property to which the water right is appurtenant, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Mike Homan Email Address mhlanddevelopment@yahoo.com

Mailing Address 7402 Tobi St., Boise, ID 83714 Phone Number 208-861-9700

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the designated applicant completed an IRS Form W-9 (Attachment 1B)? Yes ☒ No ☐

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 1D).

E. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☒ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1E).

Name of Representative Lori Graves Organization SPF Water Engineering, LLC

Professional Title Water Rights Specialist Email Address lgraves@spfwater.com

Mailing Address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Phone Number 208-383-4140

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

Water Right Number 63-33246 ☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.
(If a portion of a water right is being offered, complete Attachment 2)

3. GENERAL INFORMATION

- A. Please provide a description of the current water diversion system.

Well, pump

- B. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank.

Surface water right 63-33243

C. Will the present place of use continue to receive water from any other source?

Yes ☐ No ☒

If yes, describe. _____

D. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒

If yes, describe and attach Watermaster records or other evidence to demonstrate that the water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code. _____

E. Is this water right involved in any other IDWR process such as an application for transfer or a mitigation plan? Yes ☐ No ☒

If yes, describe. _____

4. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒?

If lease, for a period from submittal date to 5 years (maximum lease period 5 years).
(Month / Day / Year) (Month / Day / Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate _____

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture provisions are stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any elements of the water right.

Mike Homan

Signature of Designated Applicant

Bull Development, Inc
Mike Homan pres.

Printed Name

11-13-14

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

List all individuals or business entities that are owners of the property to which the water right on this application is appurtenant. All water right holders must be signatories to a Water Supply Bank Lease Application however only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). **All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant.** If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

Water Right No. 63-33246

	Designated Applicant	Applicant #2	Applicant #3
Name	Mike Homan		
Mailing Address	7402 Tobi St. Boise, ID 83714		
Phone Number	208-861-9700		
Email Address	mhlanddevelopment@yahoo.		
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

STATE OF IDAHO
WATER RESOURCE BOARD

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. <u>Water Right Number</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>63-33246</u>			
Total Amount:			

2. Source of water _____ tributary to _____

3. Point(s) of Diversion:

[illegible]4. Lands irrigated or place of use:[illegible]

If the water right is for irrigation, show total number of acres offered to the Bank. **Total Acres** _____

State of Idaho

Office of the Secretary of State

CORPORATION REINSTATEMENT CERTIFICATE

I, BEN YSURSA, Secretary of State of the State of Idaho, do hereby certify that **BULL DEVELOPMENT, INC.**, file number C 130103, a corporation organized under the laws of the State of Idaho, was administratively dissolved on November 7, 2005, for failure to file the required annual report form by the date due.

I FURTHER CERTIFY That the corporation has on November 14, 2006, been reinstated on the records of this office, and that its corporate powers or its right to do business in the State of Idaho are hereby restored.

Dated: November 14, 2006



Ben Yursa

SECRETARY OF STATE

By *Sally Lloyd*



APPLICATION FOR REINSTATEMENT FILED EFFECTIVE

To the SECRETARY OF STATE, STATE OF IDAHO

1. The name of the Idaho corporation / limited liability company / limited partnership / limited liability partnership applying for reinstatement following administrative dissolution or forfeiture, if available, is:

BULL DEVELOPMENT, INC.

2. The date of its Incorporation / organization was: August 18, 1999

3. The corporation / limited liability company / limited partnership / limited liability partnership hereby applies for reinstatement. If the entity name is unavailable, a certificate of amendment for a name change must be attached.

4. This application is accompanied by a current annual report, appointment of registered agent, or articles of amendment extending existence, as appropriate, and a filing fee of \$30.00.

Signature: Mark Horner

Capacity/Title: President

Date: 11/14/06

(must be signed by a chairman of the board of directors, officer or partner of the corporation / LLC / LP / LLP)

Secretary of State use only

06 NOV 14 PM 3:00
SECRETARY OF STATE
STATE OF IDAHO

IDAHO SECRETARY OF STATE
11/14/2006 05:00
CK: 10050 CT: 167149 BH: 1013471
1 @ 30.00 = 30.00 CORP REINS @ 2



Legend

-  63-33243 POD
-  63-33246 POD
-  63-33243 & 63-33246 POU

63-33243 & 63-22346
Water Bank Lease Applications



0 375 750
Feet



24/04/07
GAB/JS



A Pioneer Company
PIONEER TITLE COMPANY
IDAHO COUNTY
8151 W. Ruffman Ave. / Boise, Idaho 83704
(208) 377-3700

ADA COUNTY RECORDS & DAVID KIRKMAN
BOISE IDAHO 83704
REPUTY TONIA GORDON
RECORDED - REQUEST OF
KIRKMAN
AMOUNT \$15

164424654

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED.

Dell Development Inc., an Idaho Corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

Marion D. Gmochals and Judy L. Gmochals, husband and wife

whose address is 6624 Raffle Dr., Boise, ID 83709, grantee, the following

Lot 2 in Block 2 of Schmale Ranch Subdivision No. 1, according to the Official Plat thereof, filed in Book 12 of Plats at Page 8918, 8919 and 8920, records of Ada County, Idaho and amended by an Affidavit recorded June 20, 2001, as Instrument No. 101060247.

SUBJECT TO current year taxes, irrigation district assessments, public utility assessments, subdivision, restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantees, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the error in a few strips of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

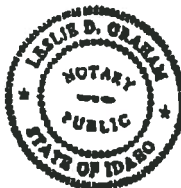
IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its officers this 2nd day of March, 2004.

Dell Development Inc.

By: Michael S. Hansen
Michael S. Hansen, President

STATE OF IDAHO, County of ADA, ss.

On this 2nd day of March, in the year of 2004, before me Glen V. Bennett, a notary public, personally appeared Michael S. Hansen 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.



Leslie D. Graham
Leslie D. Graham
Notary Public of IDAHO
Residing at Boise
Commission expires: March 2, 2006

EXHIBIT 1
to
Part 1A.2

Exhibit "A"

Grantor hereby expressly reserves unto Grantor all surface and ground water rights appurtenant to the parcel of land hereby conveyed, except for those water rights hereinafter expressly quitclaimed to the Grantee. Grantor hereby quitclaims to Grantee a prorata portion of the water rights represented by water right nos. 63-3162 and 63-4849 for the irrigation of 1.04 acres of land within the parcel of land hereby conveyed and Grantor makes no warranties of title or other warranties, express or implied, as to the nature, validity, or extent of the water rights hereby quitclaimed.