

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 04 2012

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
2-10377	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Hasan Nejad

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

Mailing address

1668 S. Riverstone Pl ID 85706

City

#207

State

ZIP

208-871-9183

hasdergas@hotmail.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

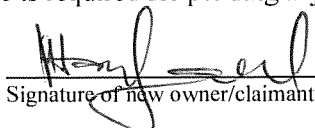
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: Feb 27 - 2012

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature:



Signature of new owner/claimant

Title, if applicable

Aug 31, 2012

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only

Received by

SR7

Date

9/4/2012

Receipt No.

C095948

Receipt Amt.

\$25-

Approved by

Processed by

Dus

Date

8/4/2012

200631467

RECORDED

2006 APR 27 PM 1 57

G. NOBLE MALES

CANYON COUNTY RECORDER

BY

REQUEST Deed

TYPE Good Fee

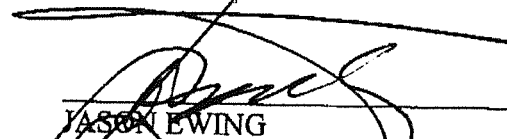
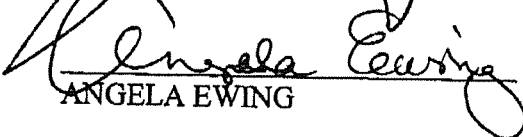
BARGAIN AND SALE DEED

JASON EWING and ANGELA EWING, husband and wife, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to MOUNTAIN ESTATES, L.L.C., Grantee, a limited liability company, established under the laws of the State of Idaho, with the current address of 626 Fair Lane, Nampa, Idaho 83686, the following described real property situated in Canyon County, State of Idaho, to wit:

See **Exhibit A**, attached hereto and incorporated herein by reference.

Subject to all encumbrances of record.

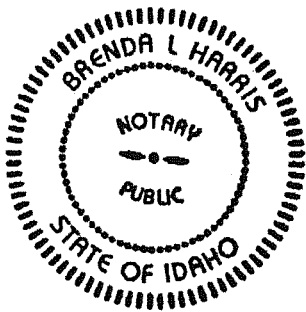
IN WITNESS WHEREOF, The Grantors have hereunto set their hand and seal the 27th day of April, 2006.


JASON EWING

ANGELA EWING

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 24th day of April, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JASON EWING and ANGELA EWING, husband and wife, known to me to be the persons who executed the foregoing document and acknowledged to me that they executed the same.

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



Brenda L. Harris
Notary Public for Idaho
Residing at: Nampa, Idaho
My commission expires 11-09-11

PC 64342

Exhibit "A"

Part of Government Lot 1, Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

BEGINNING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence,

South 00° 10' 17" West 329.33 feet along the East line of said Section to the POINT OF BEGINNING; thence

South 00° 10' 17" West, 315.39 feet; thence

South 89° 24' 20" West 663.42 feet; thence

South 00° 10' 17" West, 328.96 feet; thence

South 89° 54' 20" West, 662.09 feet to the West line of Government Lot 1; thence

North 00° 10' 20" East 962.32 feet along the West line of said Government Lot to the North line of said Section; thence

North 89° 24' 53" East, 662.80 feet along said North line; thence

South 00° 10' 19" West, 329.33 feet; thence

North 89° 24' 53" East, 662.80 feet to the POINT OF BEGINNING.

Exhibit A
(Bargain and Sale Deed)

2011028169

RECORDED

2011 Jul 15 PM 3 56

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY D_Lee

Requestor Pioneer Title Canyon - Ca

Type DEED

Fee \$16.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

201100761

After Recording Mail to:

Bruce J. Blohowiak

Attorney at Law

201 W. North River Dr., Ste 500

Spokane, WA 99201

TRUSTEE'S DEED

THE GRANTOR, Bruce J. Blohowiak, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, "As Is", without warranty to:

BANK OF THE WEST

2527 Camino Ramon

San Ramon, CA 94583

THAT REAL PROPERTY SITUATED IN CANYON COUNTY, STATE OF IDAHO, described as follows:

Part of Government Lot 1, Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

BEGINNING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence,
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North 89° 24' 53" East, 662.80 feet along said North line; thence South 00° 10' 19" West, 329.33 feet; thence

North 89° 24' 53" East, 662.80 feet to the POINT OF BEGINNING

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust executed by Mountain Estates, LLC as the Trustor, to COMMONWEALTH TITLE, as original Trustee, and BANK OF THE WEST the beneficiary, on that certain Deed of Trust dated October 26th 2006 and recorded as Instrument Number 2006988026, records of Canyon County, Idaho.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the amount of \$82,903.81 with interest thereon according to the terms thereof in favor of Bank of the West and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. Default having occurred in the obligations secured and/or covenants of the grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, and a copy of said Notice was posted or served and published in accordance with law.

4. Bank of the West being the holder of the indebtedness secured by the Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee or his authorized agent to sell the described property in accordance with the law and the terms of said Deed of Trust.

5. A Notice of Default was recorded as instrument No. 2011008128 Mortgage records of Canyon County, Idaho, the nature of such default being as set forth in the Notice of Default. After recording of said Notice of Default the Trustee gave notice of the time and place of sale of said property by registered or certified mail, personal service upon an occupant and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in the county in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale as Instrument No. 2011016062, 2011016063 and 2011016064.

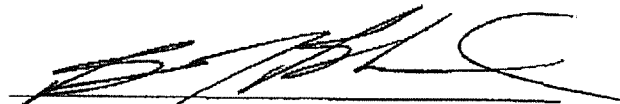
6. The Trustee in its Notice Trustee's Sale fixed the place of sale at July 11th 2011 at the hour of 10:00 a.m. on said day, at the front door of Pioneer Title Co. 610 South Kimball Ave., Caldwell, ID 83605

7. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

8. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given as provided in Idaho Code 45-1506 *et seq.*

9. The default specified in the Notice of Trustee's Sale not having been cured and said obligation secured by said Deed of Trust remaining unpaid on July 11th 2011 the date of sale, the Successor Trustee then and there sold at public auction to said Bank of the West the highest bidders therefore, the property hereinabove described, for the sum of \$25,000.00.

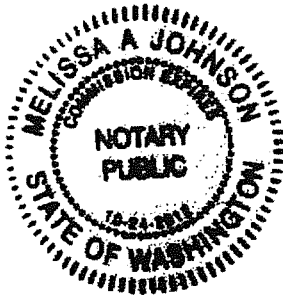
Dated this 13th day of July 2011.


BRUCE J. BLOHOWIAK
Successor Trustee

STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me BRUCE J. BLOHOWIAK, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of July 2011



Melissa A. Johnson
NOTARY PUBLIC in and for the State of
Washington,
Residing at Spokane
Commission Expires: 10-24-2012



2012008595

RECORDED

2012 Mar 6 AM 10 59

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY C. McLaughlin

Requestor Pioneer Title Canyon - Ca

Type DEED

Fee \$18.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

610 South Kimball Avenue/ Caldwell, Idaho 83608

201200115

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

SPECIAL WARRANTY DEED

(For Lender Owned Foreclosures Only)

FOR THE consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Bank of The West GRANTOR conveys and specially warrants to Hasan Nejad, a married man GRANTEE, whose address is ~~2304 Pennchase Dr #202, Nampa, ID 83686~~ (his, her, its) ^{#207} 3216 S. Riverstone Lane, Boise, ID 83706 successors and assigns forever the following described real property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO taxes and assessments for the current year and all subsequent years, together with any and all existing easements, rights of way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

THIS CONVEYANCE shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

THE GRANTOR covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant defend the same from all lawful claims of or through Grantor, but none other.

Dated: February 27, 2012

EXHIBIT A

1.
1.

Part of Government Lot 1, Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

BEGINNING at the Northeast corner of Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence,

South 00° 10' 17" West 329.33 feet along the East line of said Section to the

POINT OF BEGINNING; thence

South 00° 10' 17" West, 315.39 feet; thence

South 89° 24' 20" West 663.42 feet; thence

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North 00° 10' 20" East 962.32 feet along the West line of said Government Lot to the North line of said Section; thence

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South 00° 10' 19" West, 329.33 feet; thence

North 89° 24' 53" East, 662.80 feet to the POINT OF BEGINNING.

Bank of The West

State of Nebraska

County of Douglas

SS.

On this 28 day of February, 2012, before me, the undersigned, a Notary Public, in and for said State, personally appeared Gary E. Tichota II known and/or identified to me on the basis of satisfactory evidence, to be the Vice President of the Corporation that executed the within instrument or the person who executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

Residing at: Omaha Nebraska Douglas County

Commission Expires: 4-26-14

(SEAL) CAROL A. GUNTER
General Notary
State of Nebraska
My Commission Expires Apr 26, 2014

200575530
PL68342
A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

RERECORDED TO ADD EXHIBIT "B"

REQUEST
TYPE *Ref Fee* 9-10
PIONEER-CALDWELL

G NOEL HALE
CANYON CNTY RECORDER
[Signature]

2005 NOV 1 AM 11 52

RECORDED

200572592

WARRANTY DEED

For Value Received HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE
AND SEPARATE PROPERTY, HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF GOLDA DARLENE MONTIERTH, DECEASED, EDWARD RAY MONTIERTH
AND SUSAN MONTIERTH, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

JASON EWING AND ANGELA EWING, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 626 Fair Lane, Nampa, Id 83686

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SEE ATTACHED EXHIBIT B ATTACHED ALSO

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on
use running with the land:

No residential building having less than 1,800 sq. feet of living area shall be constructed
on the premises.

No residential building constructed off the premises will be located on the premises;

Each residential building constructed on the premises will have a garage large enough for the
storage of not less than two passenger vehicles.

FURTHER SUBJECT TO ANY FEES AND RESTRICTIONS OF THE SKY RANCH WATER USERS ASSOC.

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

Dated: October 27, 2005

Herbert R. Montierth

[Signature] *[Signature]*

Herbert R. Montierth as Personal
Representative of the Estate of Golda
Darlene Montierth, Deceased

[Signature] *[Signature]*

Edward Ray Montierth

Susan Montierth

REQUEST
TYPE *Ref Fee* 33-
PIONEER-CALDWELL

G NOEL HALE
CANYON CNTY RECORDER
[Signature]

2005 NOV 14 AM 9 10

RECORDED

200575530

STATE OF ID. County of ADA, ss.

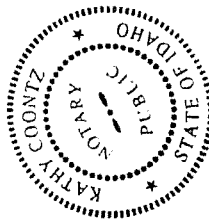
On this 28TH day of OCTOBER, in the year of 2005, before me THE UNDERSIGNED, notary public personally appeared HERBERT R. MONTERTH, EDWARD RAY MONTERTH and SUSAN MONTERTH known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

STATE OF ID, County of ADA, ss.

RESIDING AT BOISE, IDAHO

COMMISSION EXPIRES: 8-15-2009

On this 28TH day of OCTOBER, in the year 2005, before me THE UNDERSIGNED, a notary public personally appeared HERBERT R. MONTERTH known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of GOLDA DARLENE MONTERTH, DECEASED, and acknowledged to me that HE executed the same as said Personal Representative



Kathy Coontz
Notary Public of Id
Residing at Boise
Commission expires: August 15, 2009

PC 64342

Exhibit "A"

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EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

SKY RANCH WATER USERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporations Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE 1. NAME: The name of the corporation shall be Sky Ranch Water Users Association, Inc. This corporation is a nonprofit corporation.

ARTICLE 2. DURATION: The duration of this corporation shall be perpetual.

ARTICLE 3. REGISTERED OFFICE AND AGENT: The registered office of the corporation is 825 Heartland Dr., Nampa, ID 83686 and its registered agent is Ray Montierth.

ARTICLE 4. INCORPORATOR: The name of the incorporator is Ray Montierth and the incorporator's address is 825 Heartland Dr., Nampa, ID 83686.

ARTICLE 5. PURPOSE AND POWERS: The specific purposes for which the Association is organized are to engage in all such activities as are incidental or conducive to the maintenance and preservation of the common irrigation system works, including but not limited to the common pump and systems for delivery of water from Hat Butte Mutual Canal Company to the individual parcels of property described in the "Sky Ranch Water Users' Agreement," and any other activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation.

ARTICLE 6. MEMBERSHIP: The corporation will have members as provided in the "Sky Ranch Water Users' Agreement," as the same may be amended from time to time.

ARTICLE 7. BOARD OF DIRECTORS: The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Sky Ranch Water Users' Agreement. Each Director of the Corporation shall, at all times, be a member of the Corporation. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected by the members of the Corporation in the manner and for the term provided in the Bylaws of the Corporation.

The names and street addresses of the persons constituting the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Ray Montierth	825 Heartland Dr., Nampa, ID 83686.
Herbert Montierth	825 Heartland Dr., Nampa, ID 83686.
Mike Whipple	1311 11 th South, Nampa, Idaho 83651

ARTICLE 8. SELECTION OF OFFICERS AND DIRECTORS: Officers and directors of this corporation shall be elected by the members at the annual meeting. The number of officers and directors and all other matters relating to the management of the Association shall be set out in the Agreement.

ARTICLE 9. VOTING RIGHTS: The Association shall have one class of voting membership in this Association. Each Member shall be entitled to one vote in proportion to the number of water shares that the Member holds with Hat Butte Mutual Canal Company.

ARTICLE 10. ASSESSMENT: Each member shall be liable for the payment of assessments as provided for in the Bylaws of the Association or in the "Sky Ranch Water Users' Agreement," as the same may be amended from time to time.

ARTICLE 11. AMENDMENTS: Amendments of these Articles shall require the approval of seventy-five percent (75%) of the entire membership.

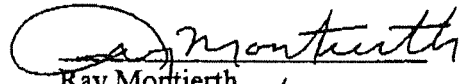
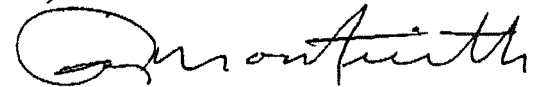
ARTICLE 12. DISSOLUTION: Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 13. BENEFICIAL INTEREST: No part of the net earnings of the Association shall inure to the benefit of or be distributable to its members, directors officers or other private persons, except that this Association shall be authorized and empowered to reimburse members for out of pocket expenses incurred on behalf of the Association and to make payments and distributions in furtherance of the purposes set forth in these Articles.

ARTICLE 14. BYLAWS. Provisions for the regulation of the internal affairs of the Corporation shall be set forth in its bylaws.

ARTICLE 15. QUORUM. For purpose of all meetings of Members, a quorum shall consist of one-third (1/3) of the Members entitled to vote.

EXECUTED in duplicate this 26th day of October, 2005, by the undersigned incorporator.


Ray Montierth
Herbert Montierth
Susan Montierth


SKY RANCH WATER USERS' AGREEMENT

ARTICLE I. PURPOSE

This Agreement is by and between certain parcel owners located in Section 2, Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho (the "Section"). Parcels 1 through 14, 16 thru 22 and A thru K of the Section as designated on the map attached as Exhibit A (the "Member Parcels"), and their successors and assigns. The signing and adherence to this Agreement is a condition of purchasing property from Ray and Herbert Montierth (the "Montierths") in said section. The purpose of this Agreement is to establish an Association that will place orders for water from Hat Butte Mutual Canal Company ("Hat Butte") rather than each parcel owner placing an order for water individually.

ARTICLE II. DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Sky Ranch Water Users' Association consisting of all Members, their successors and assigns. Said Association may be incorporated as a non-profit corporation by the Members.

Section 2. "MEMBER" shall mean and refer to only those persons owning real property within the Member Parcels. Persons owning property within the Section but without the Member Parcels may be added only by the Montierths in their sole discretion.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of the first receipt of ownership in fee by a Member. The annual meeting of the Members shall be held at such hour and on such day as shall be determined by the Members.

Section 2. Special Meetings: Special meetings of the Members may be called at any time upon written request of the Members who constitute one-fourth (1/4) of all the votes in the Association.

Section 3. Notice of Meetings: Written notice of any meeting shall be sent at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address supplied by such Member to the Association for the purpose of notice. Written notice shall specify the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting. The initial address for notice for

each Member is set forth on the signature page hereof, but may be changed by providing written notification of the new address to the Association. Until changed by notice to all Members, the address of the Association is 825 Heartland Dr., Nampa, ID 83686.

Section 4. Quorum: The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, of not less than one-third (1/3) of all the votes in the Association shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, by vote of a majority of the membership votes entitled to be cast then present or represented therein, the meeting may be adjourned from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his fee interest in property to another individual.

ARTICLE IV. VOTING

The Association shall have one class of voting membership in this Association. Each Member shall be entitled to one vote in proportion to the number of water shares that the Member holds with Hat Butte.

ARTICLE V. POWERS AND DUTIES OF ASSOCIATION AND MEMBERS

Section 1. It shall be the Association's Power and Duty to:

- A. Fix the amount of the annual assessment against each Member based on their pro rata share of water ordered from Hat Butte
- B. Collect assessments from Members and remit the same to Hat Butte;
- C. Send written notice to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;
- D. Appoint a water master for operation and delivery of water to each Member's property. The appointed water master shall have the sole duty and authority for the operation and delivery of water and no other Member of the Association shall hold that same authority.
- F. Give orders to the water master on a periodic basis or from time to time as to how much water he will order from Hat Butte.

Section 2. It shall be the duty of each Member to:

- A. Make timely election of the amount of water to be used by such Member for the following water year.
- B. Make payments assessed by the Association for delivery of water as set forth in Article (VII) Section (1).
- C. Install on each Member's parcel, as approved by the water master, monitoring devices, flow meters or other reasonable means to monitor water usage of each Member for the purpose of fixing the amount of the annual assessment to be charged to each Member.
- D. Each Member shall be responsible for the delivery of water to their parcel, and the cost thereof, from the point of delivery by Hat Butte.

ARTICLE VI. POWERS AND DUTIES OF WATER MASTER

Section 1. Election of Water Master. The Association shall have a water master, who shall have the powers and duties set forth in this Agreement. The water master shall be elected by a two-thirds (2/3) vote of the Members at a meeting of Members at which a quorum is present, and shall serve for a period of one year or until a new water master is properly elected and qualified. A water master may be removed at any time by a two-thirds (2/3) vote of the Members present at a meeting of the Members called for that purpose, provided that a quorum is present.

Section 2. Power. As set forth in Article V Paragraph E, the appointed water master will be the sole responsible party for water delivery and no Member shall receive water except under the authority and direction of said water master.

Section 3. Duties. The water master shall withhold delivery of water to any Member unless and until such Member shall tender to the Association payment in full for the Member's proportionate share of costs assessed by the Association, including but not limited to, the appropriate amounts for operation and maintenance and required prepayments by Hat Butte for the current irrigation season. Strict adherence to this requirement is necessary to assure the required prepayment to Hat Butte and to guarantee to Hat Butte that no water will be used without advance payment therefore.

ARTICLE VII. ASSESSMENT

Section 1. Determination of Assessed Amount. The assessed amount that each Member shall pay to the Association will be based upon that Member's pro rata share of the charges from Hat Butte for (1) the delivery of that amount of water as elected by the

Member in accordance with Article (V) Section (2) hereof that is delivered to that Member's acreage, together with the power costs associated with the delivery of such water, (2) that Member's pro rata share of operating and maintenance costs charged by Hat Butte, and (3) any special assessments required by the Association for purposes of management and delivery of water to the respective parcels, as approved by two-thirds (2/3) vote of the Members present in person or by proxy and voting at a meeting of the Members at which a quorum is present.

Section 2. Payment Due Date. For the first year, assessed amounts shall be paid in full to the Association no later than 60 days following the closing date of each respective parcel. However, for parcels with closing dates in December 2005 or January 2006, payment shall be made no later than February 1, 2006. For each calendar year thereafter, assessed amounts shall be paid in full no later than February 1st or at such date as may be determined by the Members.

Section 3. Credits or Refunds. Any unused portions of amounts prepaid by each member will be refunded at the end of each irrigation season, or, at the election of the Member, credited to the account of such Member's prepayment obligation for the subsequent year.

Section 4. Late Payment. Each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same and or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE VIII. AMENDMENTS

This Agreement may be altered, amended or a new agreement adopted at any regular meeting or at any special meeting of the Members thereof, called for that purpose, by the affirmative vote of two-thirds (2/3) of the votes in the Association as held by Members present at such meeting; provided that a quorum be present. For purposes of this Agreement, a quorum shall mean the presence of Members or proxies entitled to cast equal to not less than two-thirds (2/3) of all the votes in the Association.

ARTICLE IV. SEVERABILITY

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The foregoing Agreement shall be effective the day of 2005.

(Signature) Herbert R Monticith
(Print Name) _____, Member
Address: _____

(Signature) [Signature]
(Print Name) _____, Member
Address: _____

(Signature) Susan Monticith
(Print Name) _____, Member
Address: _____

