

Water Supply Bank No. _____

Water Right No. 63-10029

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

Name of Seller/Lessor Sterling Landscape Co. Phone 208-322-4505

Post office address 1081 N. Mitchell Street, Boise, ID 83704

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. _____ Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)
- b. License No. 63-10029 issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.)

- a. Amount of water under right: 0.67 (all) cubic feet per second &/or
177.4 acre-feet per annum
- b. Point of diversion: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____ Range
_____, B.M. in _____ County.
Additional points _____

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c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres _____

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

The water right was acquired when the real property was acquired
pursuant to the attached warranty deed.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

Water has not been used under the licensed purpose since it was
acquired by the seller/lessor. Water was used by the previous
owner for its licensed purpose until the water right was sold to
the seller/lessor.

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- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

There are no additional water rights with the same purpose appurtenant to the licensed place of use. The same source is used for a different purpose (irrigation) under other water rights.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

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5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

X For lease for a period from July 15, 2003 to December 31, 2003
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

\$8.00 per acre foot.

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 right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Sterling Landscape Co.

July 13, 2003
Date

By: John H. Sterling
Signature John H. Sterling, President

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

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OCT 29 2003

4634

CO ID - REQUEST OF



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

FEE 3- DEPUTY *[Signature]*

2001 FE -9 PM 4:36

101011961

WARRANTY DEED

FIRST AMERICAN

For Value Received

Robert Friday and Marilyn Friday, husband and wife

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

Sterling Landscape Co., an Idaho corporation

hereinafter referred to as Grantee, whose current address is

1081 N. Mitchell St. - Boise, ID 83704

the following described premises, to-wit:

The West half of the Southwest quarter of Section 32, Township 4 North, Range 1 West, of the Boise Meridian, Ada County, Idaho.

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.

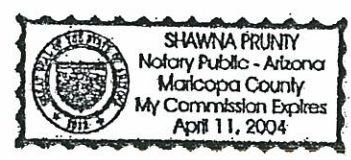
Dated: January 24, 2001.

Robert Friday
Robert Friday

Marilyn Friday
Marilyn Friday

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On This 26 day of January, in the year 2001, before me, a Notary Public in and for said State, personally appeared Robert Friday and Marilyn Friday, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.



Shawna Prunty
Notary Public of: Maricopa County, AZ
Residing at: 3320 E. University Ave
Commission expires: April 11, 2004

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