

Water Supply Bank No. _____

Water Right No. 61-293-C-2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

29 2005

DEPARTMENT OF
WATER RESOURCES

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

Name of Seller/Lessor Idaho Fresh Pak, Inc. Phone 208-754-8102

Post office address P.O. Box 130 Lewisville, Idaho 83431-0130

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

a. Decree No. 61-00293C Decreed to Idaho Fresh Pak, Inc.
in case of CASE NO. 39576 vs _____
(Name)

dated 7/31/03 in Twin Falls county of District Court - 5RBA
Fifth Judicial District
(Name of court)

b. License No. _____ 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: .395 cubic feet per second &/or
_____ acre-feet per annum

b. Point of diversion: NWSE 1/4 of SE 1/4 of Section 18 Township 05S Range
10E, B.M. in Elmore County.

Additional points _____

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	
055	10E	29		39.2															

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 22

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.

Purchased from RST Arming, Inc.

- 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).

Used Annually for Irrigation until July 2003

- 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.

3/15 - 11/15

- 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.

King Hill Irrigation District

41-2248 B

41-7189

41-7724

- 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:

5. SALE/LEASE AGREEMENT

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

_____ For sale;

_____ For lease for a period from Indefinite to _____
(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".

CURRENT Rental 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 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.

7-26-05
Date

[Signature]
Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

When Recorded Return To:

Idaho Fresh-Pak, Inc.
529 North 3500 East
Post Office Box 130
Lewisville, Idaho 83431
Attn: Rodney K. Roberts

Instrument # 338002
Elmore County, Idaho
01:38pm Jul. 12, 2002
For: GUARANTY TITLE INC
No. of Pages: 3 Fee: \$9.00
GAIL L. BEST, Recorder
Deputy: DAC

CORPORATION GENERAL WARRANTY DEED

FOR VALUE RECEIVED, RJT FARMING, INC., a corporation duly organized and existing under the laws of the State of Idaho, GRANTOR, does hereby grant, bargain, sell and convey unto IDAHO FRESH-PAK, INC., a corporation duly organized and existing under the laws of the State of Idaho, whose address is 529 North 3500 East, Post Office Box 130, Lewisville, Idaho 83431, GRANTEE, the real property described on Exhibit A, attached hereto and incorporated by this reference.

SUBJECT TO all easements, restrictions, rights-of-way and other matters of record; and taxes and assessments for the year 2002 and thereafter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the successors and assigns of the Grantee 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 and that Grantor 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 President and its corporate seal to be affixed by its Assistant Secretary this 10th day of July, 2002.

GRANTOR:

RJT FARMING, INC., an Idaho corporation

BY: [Signature]
ITS: PRESIDENT

ATTEST: [Signature]
ASSISTANT SECRETARY

RECEIVED

JUL 29 2005

DEPARTMENT OF
WATER RESOURCES

State of Idaho

County of Cassia ^{ss.}

On this 10th day of July, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared Roger L. Jones, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s), whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Doug Myers
Notary Public
Residing at: Rupert, Id
Commission Expires: 8/13/2003

