

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

RECEIVED

OCT 31 2005

WATER RESOURCES
WESTERN REGIONName of applicant: Carl LueckPhone: (623) 386-0361Post Office address: 4702 Elmore Road Rd, Fruitland, ID 83619

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other

2. Describe the reason for the proposed changes: Applicant wishes to transfer water rights from irrigation use to stockwater and commercial use for the purpose of construction and operation of a new dairy. Applicant also wishes to drill two new wells for dairy use and to combine all water rights into one system with a common place of use. Applicant also wishes to change the time of use for certain irrigation rights.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use		
63-21079	04/01/1943	.02	Stockwater	01/01	to	12/31
		.04	Domestic	01/01	to	12/31
63-7460	07/06/1971	5.3 / 1203.8	Irrigation	03/15	to	11/15
		.19 / 27.1	Stock water	01/01	to	12/31
		.09 / 12.4	Commercial	01/01	To	12/31
63-8230	10/27/1975	.79 / 177.8	Irrigation	03/15	to	11/15
		.15 / 21.3	Stock water	01/01	to	12/31
		.07 / 9.7	Commercial	01/01	To	12/31
63-8239	04/09/1973	1.34 / 319.5	Irrigation	03/15	to	11/15
		.18 / 27.1	Stock water	01/01	to	12/31
		.08 / 12.4	Commercial	01/01	To	12/31
63/8256	01/21/1976	.9 / 203	Irrigation	03/15	to	11/15

63-7460 in combination with 63-8230 limited to a total of 5.58 cfs for all uses.

2. Total amount of water being transferred 8.14 cubic feet per second and/or 2014 acre-feet per annum.

3. Source of water Ground water tributary to NA

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion
		NE	SW	24	07 N	05 W	Payette	New Dairy #1
		SE	SW	24				New Dairy #2
		SE	SE	24				Irrigation #1
		SE	SW	13				Irrigation #2

5. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7N	5W	13												16			40	30	86
		24	37	40		9	20					10	34	39	40	28	39	40	336
		24			S,C				S,C	S,C	S,C	S,C							

Total acres irrigated: 422

WITHDRAWN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 1

6. General Information:

- a. Description of diversion system: The dairy will drill two new wells (one a back-up) and connect the existing irrigation wells into a single system. The system will be used to land apply liquid wastes. The current domestic well is near the corrals and will be capped and abandoned.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: Some of the land formerly irrigated has been used for corrals, structures and buildings associated with the dairy operation. Other portions dried up are handline irrigated areas or areas too steep for efficient farming.
- d. Remarks: See Attached Documents:
- Attachments:** A. Proof of Ownership/Standing / Lien holder permission
 B. Daily fresh water requirement for Dairy
 C. Crop history and calculation of historic consumptive use and annual diversion
 D. Flow, Volume, and Allocation Calculations

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

→ SEE pgs. 4 & 5

1. Right evidenced by:

a. Decree No. _____ Decreed to _____
in case of _____

dated _____ in _____ county of _____

b. License No. **63-21079**

c. Claim No. _____ on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

Tax Notice ☐ Warranty Deed ☒ Other See owners affidavit, deed, and copy of sale agreement.

3. Source of water _____

4. Date or priority _____

5. Water is used for the following purpose:

Amount (cfs/ac-ft)						
_____	for	_____	purposes from	_____	to	_____
_____	for	_____	purposes from	_____	to	_____
_____	for	_____	purposes from	_____	to	_____
_____	for	_____	purposes from	_____	to	_____

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion

8. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

9. Describe any other water right used for the same purpose as described above:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? ☐ No ☐ If yes, describe: _____

184726

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/06/2005

WATER RIGHT NO. 63-21079

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GREG OBENDORF 26496 DEB LN PARMA, ID 83660 (208)722-6451
Original Owner	ROBERT J BROWN 1624 AMITY AVE NAMPA, ID 83686 (208)466-5552

Priority Date: 04/01/1943

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.06 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNESW	Sec. 24	Township 07N	Range 05W	PAYETTE County
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Place(s) of use:

Place of Use Legal Description: STOCKWATER PAYETTE County

P 5 of 26

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	05W	24		NESW										

Place of Use Legal Description: DOMESTIC PAYETTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	05W	24		NESW										

Conditions of Approval:

1.	C18	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.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4.		STOCKWATER, 50 RANGE CATTLE PARCEL NO. RP07N05W243020

Dates:

Licensed Date:

Decreed Date: 03/24/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

C. Description of unchanged portion of right

1.

Amount (cfs/ac-ft)						
.02	for	Stockwater	purposes from	1/01	to	12/31
.04	for	Domestic	purposes from	1/01	to	12/31
	for		purposes from		to	
	for		purposes from		to	

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

→ SEE pgs. 8 & 9

1. Right evidenced by:

a. Decree No.

Decreed to

in case of

dated

in

county of

b. License No. **63-7460**

c. Claim No.

on file with the Idaho Department of Water Resources.

d. Transfer No.

which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice

☐ Warranty Deed

☒ Other See owners affidavit, deed, and copy of sale agreement

3. Source of water

4. Date or priority

6. Water is used for the following purpose:

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

6. Total amount of water under right

cubic feet per second and/or

acre-feet per annum

8. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion

9. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

9. Describe any other water right used for the same purpose as described above:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? No If yes, describe:

11-8-07-26

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/06/2005

WATER RIGHT NO. 63-7460

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	G M BROWN
Current Owner	ROBERT J BROWN
	1620 E LINCOLN ST
	NAMPA, ID 83651
Original Owner	G M BROWN

Priority Date: 07/06/1971

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	5.58 CFS	1267 AFA
Total Diversion			5.58 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESE	Sec. 24	Township 07N	Range 05W	PAYETTE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION PAYETTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	05W	24		NENE	40		SENE	20						
				SWSW	34		SESW	39						

NE

40

NWSE

28

SWS

0

SESE

40

• Total Acres: 281

19 4 26

Conditions of Approval:

- | | |
|--------|--|
| 1. | AC. IRR.=281.5. |
| 2. R01 | A measuring device of a type approved by this Department shall be maintained as a part of the diverting works. |

Dates:

Licensed Date: 09/12/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

Nature of use, time of use, and place of use all changed

1.

Amount (cfs/ac-ft)						
.28 / 63	for	Irrigation	purposes from	4/01	to	10/31
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

3. Point(s) of Diversion:

[illegible]

4. Lands irrigated or place of use:

[illegible]

D. Description of unchanged portion of right

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

3. Point(s) of Diversion:

[illegible]

4. Lands irrigated or place of use:

[illegible]

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

→ $\sqrt{56}$ pgs. 12 ÷ 13

1. Right evidenced by:

a. Decree No.	Decreed to
---------------	------------

in case of

dated

in

county of

b. License No. **63-8230**

c. Claim No. _____ on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

X Tax Notice

☐ Warranty Deed

X Other See owners affidavit, deed, and copy of sale agreement

- ### 3. Source of water

- #### 4. Date or priority

7. Water is used for the following purpose:

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

6. Total amount of water under right cubic feet per second and/or acre-feet per annum

9. Point(s) of Diversion:

[illegible]

10. Lands irrigated or place of use:

[illegible]

9. Describe any other water right used for the same purpose as described above:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? No If yes, describe:

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Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/06/2005

WATER RIGHT NO. 63-8230

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	G M BROWN
Current Owner	ROBERT J BROWN
	NAMPA, ID

Priority Date: 10/27/1975

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	1.01 CFS	228 AFA
Total Diversion			1.01 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESE	Sec. 24	Township 07N	Range 05W	PAYETTE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION PAYETTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	05W	13		SESE	30									
		24		NESW	11		NWSW	10						

Total Acres: 51

Conditions of Approval:

As 13⁰⁴ 26

1.	001	A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
2.	016	See remarks for additional conditions of approval.
3.		AC. IRR.=50.5. SHALL NOT EXCEED 5.58 CFS.

Dates:

Licensed Date: 09/13/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

Nature of use, time of use, and place of use all changed

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

E. Description of unchanged portion of right

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

→ See pgs. 16 & 17

1. Right evidenced by:

a. Decree No. _____ Decreed to _____
in case of _____
dated _____ in _____ county of _____

b. License No. **63-8239**

c. Claim No. _____ on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
☒ Tax Notice ☐ Warranty Deed ☒ Other See owners affidavit, deed, and copy of sale agreement

3. Source of water _____

4. Date or priority _____

8. Water is used for the following purpose:

Amount (cfs/ac-ft)					
	for		purposes from		to
	for		purposes from		to
	for		purposes from		to
	for		purposes from		to

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum

10. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp	Rge.	County	Local Name for diversion

11. Lands irrigated or place of use:

TWP.	RGE.	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

9. Describe any other water right used for the same purpose as described above:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? **No** If yes, describe:

WATER RIGHT NO. 63-8239

[illegible]

Total Acres: 85

As 17 1/2

Conditions of Approval:

1.001	A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
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Dates:

Licensed Date: 09/13/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

Nature of use, time of use, and place of use all changed

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

5. Point(s) of Diversion:

[illegible]

6. Lands irrigated or place of use:

[illegible]

F. Description of unchanged portion of right

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

5. Point(s) of Diversion:

[illegible]

6. Lands irrigated or place of use:

[illegible]

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

→ $\sqrt{E}$ pgs. 20 + 21

1. Right evidenced by:

- a. Decree No. Decreed to

in case of

dated

in

county of

- b. License No.
- 63-8256**

- c. Claim No.

on file with the Idaho Department of Water Resources.

- d. Transfer No.

which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

X Tax Notice

☐ Warranty Deed

X Other See owners affidavit, deed, and copy of sale agreement

- ### 3. Source of water

- #### 4. Date or priority

9. Water is used for the following purpose:

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

6. Total amount of water under right

cubic feet per second and/or

acre-feet per annum

11. Point(s) of Diversion:

[illegible]

12. Lands irrigated or place of use:

[illegible]

9. Describe any other water right used for the same purpose as described above:

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non use? **No** If yes, describe:



WATER RIGHT NO. 63-8256

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RINHOLD STOHLER 5100 ELMORE RD FRUITLAND, ID 83619 (208)452-3279

Priority Date: 01/21/1976

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	0.9 CFS	203 AFA
Total Diversion			0.9 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESW	Sec. 13	Township 07N	Range 05W	PAYETTE County
--------------	------	---------	--------------	-----------	----------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION PAYETTE County

[illegible]

· Total Acres: 45

As of 26



Dates:

Licensed Date: 09/13/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

[Close](#)

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

Place of use is expanded.

1.

Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

6. Point(s) of Diversion:

[illegible]

7. Lands irrigated or place of use:

[illegible]

G. Description of unchanged portion of right

1.

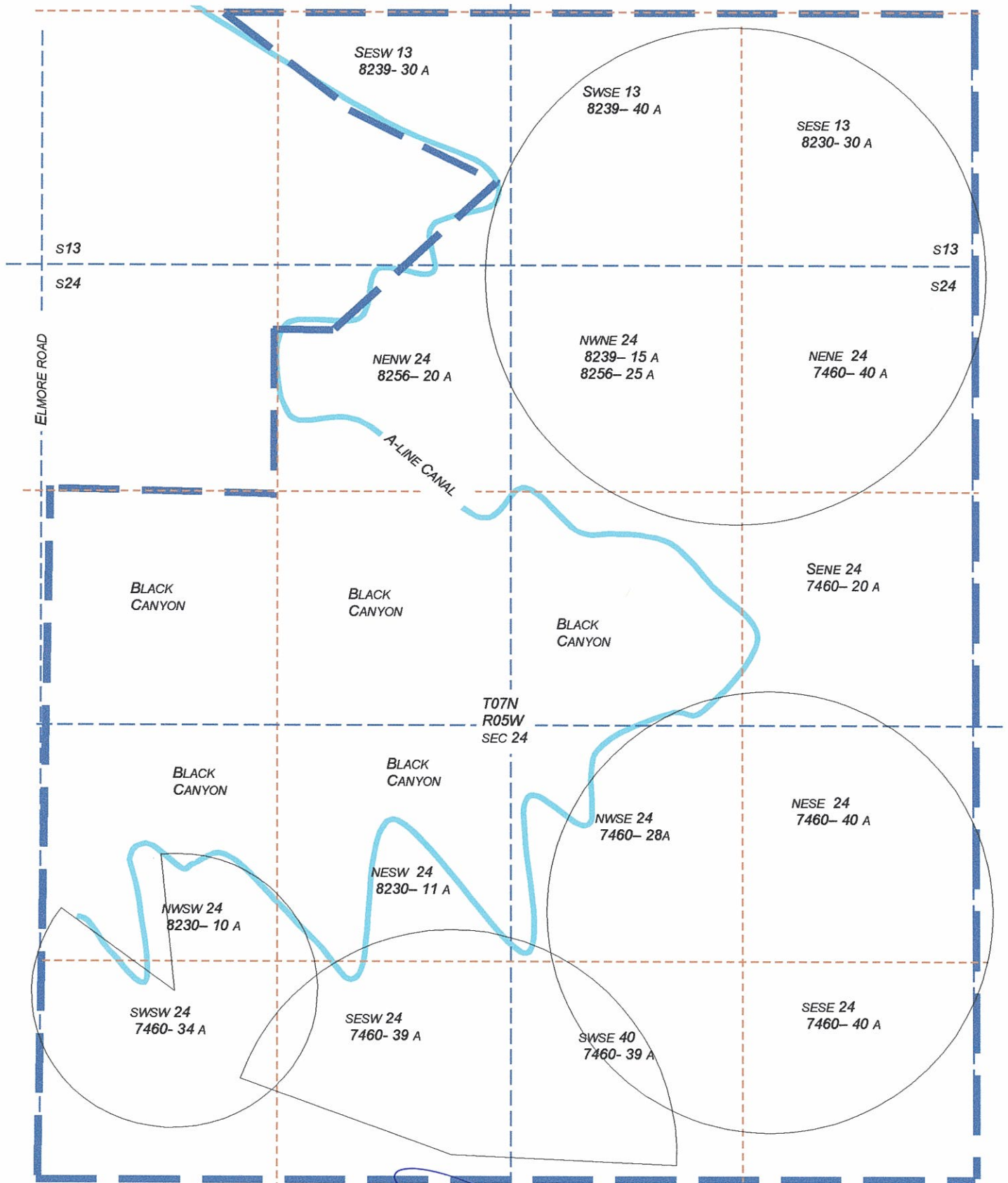
Amount (cfs/ac-ft)						
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

6. Point(s) of Diversion:

[illegible]

7. Lands irrigated or place of use:

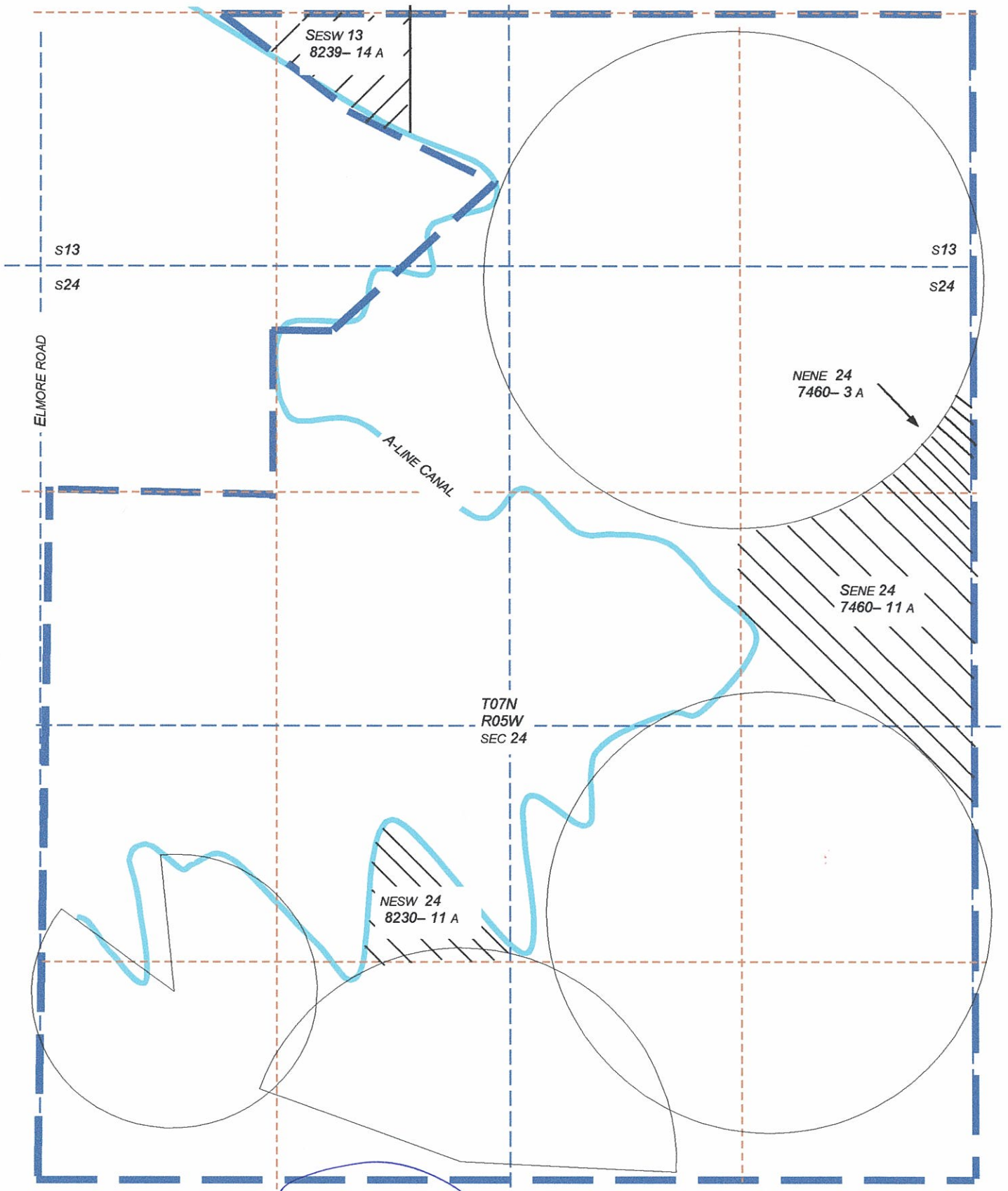
[illegible]



CARL LUECK DAIRY	ACRES IRRIGATED BEFORE TRANSFER	T07N R05W SEC.24
4702 ELMORE ROAD	SCALE 1"= 765'	PREPARED BY
FRUITLAND, ID		DARWIN VANDER STELT

BEFORE

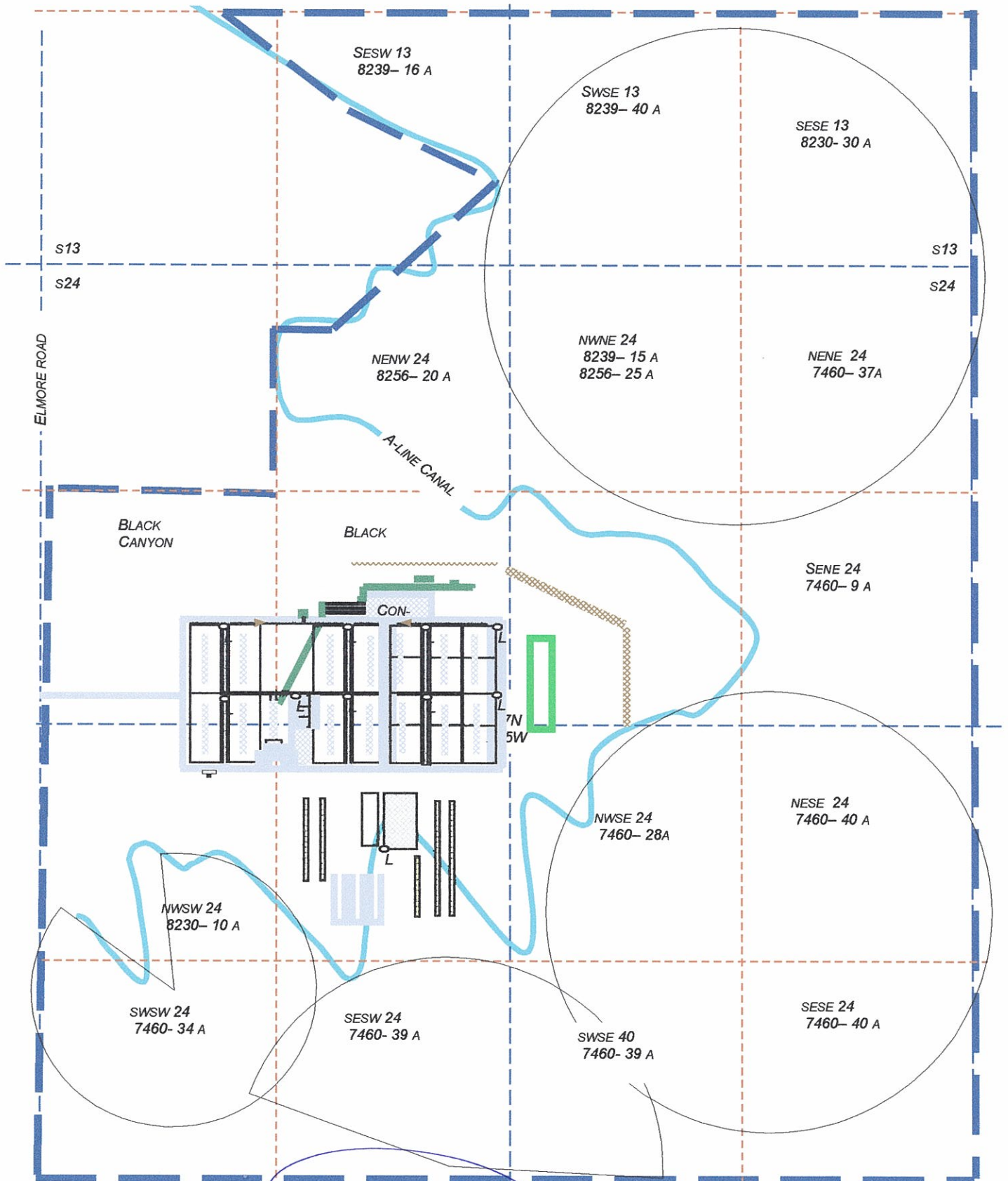
By 24 of 26



CARL LUECK DAIRY	ACRES DRIED UP	T07N R05W SEC.24
4702 ELMORE ROAD	SCALE 1" = 765'	PREPARED BY
FRUITLAND, ID		DARWIN VANDER STELT

ACRES
DRIED UP

17 25 8 0



CARL LUECK DAIRY	ACRES IRRIGATED AFTER TRANSFER	T07N R05W SEC.24
4702 ELMORE ROAD	SCALE 1"= 765'	PREPARED BY
FRUITLAND, ID		DARWIN VANDER STELT

DAIRY site

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use		
Stockwater	.52 / 75.5	365	01/01	to	12/31
Commercial	.24 / 34.5	365	01/01	to	12/31

2. Quantity and quality of return flows and location of discharge: Process water in the amount of 34.5 afa will be collected and stored in a lagoon and land applied on the total irrigation PPU. Wastewater will be applied to growing crops.

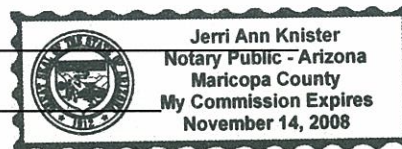
3. Describe effects on other water uses resulting from the proposed change: No effect on other users.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Carl H. Luck
(Signature of Applicant)

Subscribed and sworn to before me this 20th day of October, 192005

Jerri Ann Knister
(Notary Public)
My commission expires Nov. 14, 2008



FOR DEPARTMENT USE ONLY

Transfer contains 26 pages and 4 attachments

Received by DB Date 10/31/05 Protest filed by _____

Prelim. check by JK 12/12/05 Fee \$570 \$1,030 - *

Receipted by DB W033556 Date 10/31/05

Published in (IE) INDEPENDENT EXCHANGE Copies of protest forwarded by _____

Pub. Dates 12-21 & 28-05 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ by _____

Copy of transfer sent to lien holder _____

* 8.14 cfs = \$570 fee, overpaid \$460, refund processed
JK 11/1/05

P18481

WARRANTY DEED

FOR VALUE RECEIVED ANN M. OBENDORF, SPOUSE OF GRANTEE

the Grantor, doES hereby grant, bargain, sell and convey unto GREG OBENDORF, A MARRIED MAN
AS HIS SOLE AND SEPERATE PROPERTY

the Grantee, whose address is 26496 DEB LANE, PARMA, IDAHO 83660

the following described premises, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

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 She IS the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2004 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: June 8, 2004

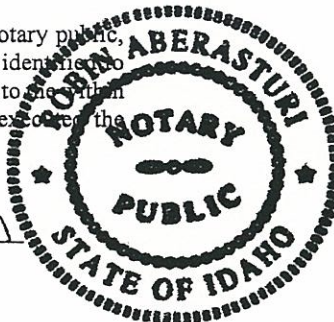
Ann M. Obendorf
ANN M. OBENDORF

STATE OF IDAHO
COUNTY OF CANYON

On this 8TH day of JUNE, 2004, before me, a notary public, personally appeared ANN M. OBENDORF, known or identified to me to be the person(s) who(se) name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Ronin Aberasturi

Notary Public
Residing at HOMEDALE, IDAHO
My commission expires: 03-26-2010



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

Instrument # 318862

PAYETTE COUNTY

2004-06-09

04:32:00 No. of Pages: 2

Recorded for : AMERITITLE

BETTY J DRESSEN

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Fee: 6.00

Kathleen Dressen
Deeds

Lock Transfer Attachment A (15 pgs)

318862

Order No. P- 18481

EXHIBIT A

PARCEL I

Land in Twp. 7 N., R. 5 W., B.M., Payette County, Idaho:

In Sec. 13: The SW1/4SE1/4; S1/2SW1/4 lying North and East of Black Canyon Irrigation District "A" Line Canal;

In Sec. 24: The NW1/4NE1/4; N1/2NE1/4NW1/4 lying South and East of Black Canyon Irrigation District "A" Line Canal.

PARCEL II

Land in Twp. 7 N., R. 5 W., B. M., Payette County, Idaho:

In Sec. 13: SE1/4SE1/4;

In Sec. 24: S1/2; S1/2N1/2; NE1/4NE1/4; and S1/2NE1/4NW1/4.

PARCEL III

Together with an ingress-egress easement recorded August 24, 1993 as Instrument No. 245102, Official Records.

318861

Order No. P- 18481

EXHIBIT A

PARCEL I

Land in Twp. 7 N., R. 5 W., B.M., Payette County, Idaho:

In Sec. 13: The SW1/4SE1/4; S1/2SW1/4 lying North and East of Black Canyon Irrigation District "A" Line Canal;

In Sec. 24: The NW1/4NE1/4; N1/2NE1/4NW1/4 lying South and East of Black Canyon Irrigation District "A" Line Canal.

PARCEL II

Land in Twp. 7 N., R. 5 W., B. M., Payette County, Idaho:

In Sec. 13: SE1/4SE1/4;

In Sec. 24: S1/2; S1/2NE1/2; NE1/4NE1/4; and S1/2NE1/4NW1/4.

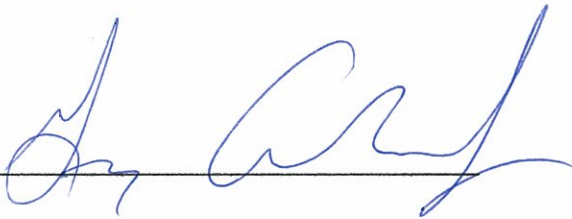
PARCEL III

Together with an ingress-egress easement recorded August 24, 1993 as Instrument No. 245102, Official Records.

October 28, 2005

I Greg Obendorf attest to the purchase and sale agreement with Carl Luke is
contingent upon getting this water transfer. Thank you for your
consideration.

By

A handwritten signature in blue ink, appearing to be "Greg Obendorf", written over a horizontal line.

**PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 26th day of August 2005, by and between GREG OBENDORE ("Seller") and AL & JERRY LUECK FARMS, L.L.C., an Arizona limited liability company, and/or Nominee ("Buyer").

WITNESSETH:

WHEREAS, Seller owns certain real property consisting of approximately 855.39 acres located at or near 4702 Elmore Road, Payette County, Idaho;

WHEREAS, Seller desires to sell and Buyer desires to purchase such real property according to the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

The real property, which is the subject of this Agreement, consists of approximately 700 acres located at or near 4702 Elmore Road, Fruitland, Payette County, Idaho (the "Property"), with the exact legal description of the Property to be approved by the parties during the Examination Period.

2. AGREEMENT TO SELL AND PURCHASE.

Except for the personal property described on Exhibit "A", the Property shall include all improvements, privileges, rights-of-way, easements, licenses, water rights, mineral rights, and other rights and benefits appurtenant to or used in connection with the beneficial use and enjoyment of such real property.

3. ESCROW.

Promptly following the execution of this Agreement by both parties, they shall establish an escrow with Pioneer Title Company, Nampa, Idaho (the "Escrow Agent"). Upon delivery to the Escrow Agent of a fully executed copy of this Agreement, together with the Earnest Money Deposit, the Escrow Agent is instructed to open an escrow and to deliver copies of the fully executed Agreement to Seller and Buyer. This Agreement shall constitute escrow instructions to Escrow Agent in connection with this transaction. Should the Escrow Agent require, in addition to this Agreement, the execution of its standard form printed Escrow Instructions, the Escrow Agent shall prepare such Escrow Instructions in accordance with the directions contained herein and in a form mutually acceptable to the parties and the parties hereto shall execute such Escrow Instructions on receipt from the Escrow Agent. The Escrow Instructions shall not supersede, modify or amend any of

the terms of this Agreement, and in the event of any conflict or ambiguity between any of the terms of this Agreement and those of the Escrow Instructions, this Agreement shall govern and control.

4. OPENING AND CLOSING DATES.

"Opening of Escrow" shall occur when Escrow Agent accepts this Agreement as provided at the end of this Agreement. Subject to the satisfaction of all contingencies as set forth herein, the closing of this transaction (the "Closing" or the "Close of Escrow") shall take place at the office of the Escrow Agent on or before December 31, 2005.

5. PURCHASE PRICE.

The purchase price for the Property shall be Two Million ~~One~~ ^{FOUR} Hundred Thousand Dollars (\$2,100,000.00). The purchase price shall be paid as follows:

(A) The sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Earnest Money Deposit") shall be paid to the Escrow Agent, in cash, certified funds, or personal check, within three days after the Opening of Escrow. The Earnest Money Deposit shall be refundable until expiration of the Examination Period, at which time, if Buyer has failed to terminate this Agreement, it shall become non-refundable and immediately released by Escrow Agent to Seller. Immediately upon receipt of the Earnest Money Deposit, the Escrow Agent shall deposit the funds in a short-term interest-bearing account at a financial institution mutually acceptable to Buyer and Seller. The interest earned on such deposit shall accrue to the benefit of the Buyer, except in the event Seller becomes entitled to retain the Earnest Money Deposit, in which event said interest shall accrue to the benefit of the Seller.

(B) The balance of the purchase price, plus or minus prorations as hereinafter provided, shall be paid into escrow to the Escrow Agent, in cash or certified funds or by wire, on or before the Scheduled Closing Date and shall be disbursed to Seller upon the Close of Escrow.

(C) The Earnest Money Deposit shall be refundable until expiration of the Examination Period, at which time, it shall become non-refundable.

6. EXAMINATION PERIOD.

(A) Buyer shall have until 5:00 p.m., ninety (90) days from the Opening of Escrow (the "Examination Period") during which to make its examination and investigation of the Property, and this Agreement is subject to and conditioned upon Buyer's approval of same. During the Examination Period, Buyer, its agents and employees may enter upon the Property for the purpose of conducting at Buyer's expense any and all tests, investigations, inspections, environmental studies, and surveys which Buyer in its discretion may deem advisable. Buyer hereby indemnifies Seller and the Property and holds Seller and the Property free and harmless from any and all loss or liability resulting solely from the activities of Buyer, its agents and employees upon the Property, and from any and all mechanics', materialmen's and other liens resulting from such conduct of Buyer, its agents and employees upon the Property.

(B) At any time prior to the expiration of the Examination Period, if Buyer determines, for any reason whatsoever, that it does not wish to purchase the Property, Buyer may terminate this Agreement by so notifying Seller and Escrow Agent in writing. Upon termination of this Agreement pursuant to this paragraph, the escrow provided for herein shall be immediately canceled, and the Earnest Money Deposit and all earnings thereon shall be immediately returned to Buyer.

(C) Within fifteen (15) days after the Opening of Escrow, Seller shall deliver to Buyer all documents in Seller's possession relating to the Property, including, but not limited to, all documents relating to the water rights associated with the Property; all documents relating to access to the Property; any surveys or environmental studies relating to the Property; permits for dairy, grazing, appraisals; and Property tax statements.

7. TITLE REVIEW PERIOD.

(A) Escrow Agent is hereby instructed to deliver to Buyer and Seller, as soon as practicable after the Opening of Escrow, a title commitment for an ALTA extended coverage owner's title insurance policy (the "Title Report"), together with full, complete and legible copies of all instruments of record referred to therein. Buyer shall pay all costs for the standard and/or extended coverage of the title insurance policy and/or endorsements.

(B) Buyer shall have twenty (20) days after receipt of the Title Report (the "Title Review Period") to give written notice of such objection to any matter shown on the Title Report. In the event an amended Title Report is issued, Buyer shall have ten (10) days from Buyer's receipt of the amended Title Report within which to give written notice of objection to any matter shown on the amended Title Report. Seller will, within ten (10) days after timely notification of any objection, advise Buyer in writing whether or not Seller will attempt to eliminate or cure any matter to which Buyer has objected. In the event that Seller advises Buyer that Seller will not attempt to eliminate or cure the matter to which Buyer has objected, Buyer, at its option exercisable in writing within five (5) days after receipt of Seller's notice, may elect to (i) waive the objection; or (ii) terminate this Agreement and the escrow. If Buyer fails to give written notice of its election within the time period provided, Buyer will be deemed to have waived the objection. If Seller advises Buyer that Seller will attempt to eliminate any matter to which Buyer has objected, Seller shall use its best efforts to cure such matters on or before the Scheduled Closing Date, provided, however, Seller shall have no liability to Buyer for failure to cure such matters, and in the event such matters are not cured on or before the Scheduled Closing Date, Buyer shall either (i) terminate this Agreement, or (ii) waive its objections to such matters. Upon termination of this Agreement pursuant to the terms of this paragraph, the escrow provided for herein shall be immediately canceled, the Earnest Money Deposits, together with all earnings thereon, shall be returned to the Buyer, and Buyer shall pay all fees in connection with the escrow or the cancellation thereof, except that in the event Seller fails or refuses to correct a matter, Seller shall pay all fees in connection with the escrow or the cancellation thereof.

(C) If Buyer fails to give written notice of any objection to the Title Report within

the time provided above, Buyer will be deemed to have approved all matters shown on the Title Report, and the Property shall be conveyed to the Buyer subject to all such matters. All matters shown on the Title Report, except those to which Buyer timely objects, are hereinafter referred to as "Permitted Title Exceptions". Buyer agrees that such easements will be "Permitted Title Exceptions".

(D) Notwithstanding anything to the contrary in the preceding subparagraphs, Seller shall be obligated to remove any financial liens and monetary obligations without the necessity of Buyer's objecting to said matters. If any monetary liens or encumbrances have not been removed on or before the Scheduled Closing Date, the Escrow Agent is hereby irrevocably authorized and instructed to apply so much of the purchase price as is necessary to cause said liens and encumbrances to be removed at the Closing. If the purchase price is insufficient to satisfy all monetary liens and encumbrances, Seller shall deposit with the Escrow Agent, on or before the Scheduled Closing Date, any additional funds required to cause said liens and encumbrances to be removed at the Closing.

(E) In the event the escrow fails to close for any reason whatsoever except Seller's failure to perform or Seller's default, Buyer shall deliver to Seller, at no cost to Seller, copies of all studies, reports and other documents obtained by Buyer that are proprietary to it pertaining to the Property, including without limitation all copies of all soils reports, environmental assessments, surveys, site plans, engineering reports or appraisals. Buyer shall use best efforts to have all reports and surveys prepared by third parties shall be certified to Seller as well as to Buyer.

8. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents, warrants and covenants to Buyer as follows, with the understanding that Buyer shall rely upon said representations, warranties and covenants. All representations and warranties shall survive the Closing.

(A) Seller is not aware of any liens, encumbrances, claims of liens or encumbrances, or any possible defects, or claims of defects to the title to the Property which do not appear in the Title Report, and Seller shall protect Buyer against and remove as a lien or encumbrance any such matter arising prior to the Closing except those caused by Buyer.

(B) The Property is not subject to any written or oral agreement which grants to any person or entity other than the Buyer an option, right of first refusal or other right to acquire any interest in the Property.

(C) Seller has no knowledge of any pending, threatened or contemplated action of eminent domain or any other public or quasi-public taking of all or any portion of the Property.

(D) Seller has not authorized any work on the Property which could result in any mechanics' liens, claims of lien or other claims against the Property, and all bills for work done or material supplied to the Property have been paid. Seller shall indemnify, defend, protect and hold Buyer harmless from any unrecorded mechanics', surveyors' or engineers' liens, claims of lien or

other claims against the Property occurring or arising for work or services performed at Seller's request to or for the Property prior to the Closing, except for work performed by or on behalf of Buyer.

(E) To Seller's knowledge, the Property has not been used by Seller or any of Seller's predecessors in title, nor by anyone else, to generate, manufacture, refine, transport, treat, store, handle, discharge or dispose of hazardous or toxic wastes or substances, except for insecticides, pesticides, chemicals, and other substances used in connection with the growing and harvesting of agricultural products or the preparation or use of the land for agricultural purposes. Seller is not aware of any proceeding or inquiry by any governmental authority with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from or to other property.

(F) Seller has the full power and authority to enter into and perform this Agreement in accordance with its terms on behalf of Seller. The individuals executing this Agreement on behalf of Seller are authorized to do so and, upon their executing this Agreement, this Agreement shall be binding and enforceable upon Seller in accordance with its terms.

9. DISCLAIMER.

(A) Except as herein specifically set forth, Seller makes no representations or warranties, express or implied, with respect to the Property.

(B) Buyer's failure to terminate this Agreement during the Examination Period shall act as an acknowledgment by Buyer that Buyer is purchasing the Property "as is" in its present condition, subject only to the representations and warranties contained in this Agreement.

(C) Notwithstanding the foregoing disclaimers, waivers and releases, nothing in this Section 9 shall be deemed to relieve Seller of any liability to Buyer for release of hazardous materials or other environmental contamination on the Property caused by Seller or Seller's officers, directors, shareholders, employees, agents, contractors, or invitees; nor shall this Section be deemed to release Seller from liability for breach of any express representations or warranties contained in this Agreement.

10. POSSESSION.

Possession of the Property and risk of loss will be delivered to the Buyer at the Close of Escrow.

11. CONDEMNATION.

If any condemnation or eminent domain proceedings are commenced with respect to the Initial Purchase Parcel, or any part thereof, prior to the Closing, Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option, to be exercised within fifteen (15) days after receipt of such notice, to (i) close the purchase of the Property on the Scheduled Closing Date subject

to such proceedings, whereupon any award paid or to be paid in connection therewith shall be paid to or assigned to Buyer by Seller at the Closing, or (ii) terminate this Agreement and receive a return of the Earnest Money Deposit, whereupon the rights and obligations of the parties to this Agreement shall cease and terminate, except for rights and obligations which by the express terms of this Agreement survive its termination.

12. CLOSING MATTERS.

(A) On or before the Scheduled Closing Date, Seller shall deposit with Escrow Agent, for delivery to Buyer at the Closing, the following items, which shall be in form satisfactory to Buyer and be duly executed and acknowledged (where applicable): (i) a Special Warranty Deed conveying fee simple title to the Property to Buyer, subject only to the Permitted Title Exceptions; (ii) an affidavit of Seller's non-foreign status, as required pursuant to Section 18; (iii) assignment of water rights and any personal property, if applicable; and (iv) such other documents as may be required by Escrow Agent.

(B) On or before the Scheduled Closing Date, Buyer shall deposit with Escrow Agent, for delivery to Seller at the Closing, the balance of the Purchase Price.

(C) Escrow Agent is hereby instructed to furnish and deliver to Buyer, at the Close of Escrow, a standard owner's title insurance policy (or a policy with such additional coverage and/or endorsements as Buyer has requested), issued as of the Close of Escrow, insuring Buyer that Buyer has acquired good and marketable fee simple title to the Initial Purchase Parcel in the amount of the purchase price, subject only to (i) the Permitted Title Exceptions, and (ii) the printed exceptions and conditions customarily set forth in Escrow Agent's standard (or extended, if applicable) form owner's policy of title insurance. Buyer shall be responsible for the cost of a standard owner's policy and any additional cost for issuance of an extended coverage policy.

(D) All real property taxes and assessments shall be prorated as of the Closing Date on the latest information available to the Escrow Agent, except that any existing improvement district assessments shall be paid in full by Seller. Escrow fees shall be borne one-half by each party, and, unless provided elsewhere in this Agreement to the contrary, all other closing costs shall be charged and allocated to the parties in the manner customary for commercial real estate transactions in Comanche County, Texas.

13. BROKERS' COMMISSIONS.

(A) In the event the transaction contemplated hereunder is consummated, Seller shall be responsible for the payment of a brokerage commission of 6 % to Desert High Real Estate (Jack Prater) (the "Broker"). Seller's obligation to pay any commission to said Broker is specifically conditioned upon the Close of Escrow and, in the event that escrow fails to close, Seller shall have no obligation whatever to pay any commission to Broker in connection with this transaction. It is expressly understood and agreed that the Broker shall have no claim or lien against any funds received by Seller as liquidated damages hereunder. In addition, the commission shall be computed solely on the basis of the original purchase price set forth in this Agreement, and in the event the

purchase price is modified upward at a later date, the Broker's commission shall remain unchanged.

(B) Buyer and Seller warrant, each to the other, that, except as specifically provided above, there are no fees or commissions owing to any broker or other party for bringing about the sale contemplated hereunder. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this transaction, the party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including, but without limitation, counsel and witness fees and court costs in defending against such claim).

14. NOTICES.

All notices, requests and other communications hereunder shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) sent by facsimile to the number set forth below, as long as such facsimile transmission is confirmed as received by the transmission equipment, and is followed the next business day by another permissible means of notice hereunder, addressed as follows:

If to Buyer:

Al & Jerry Lueck Farms, L.L.C.
19617 E. Corto Lane
Buckeye, Arizona 85326
Fax (623) 386-1108
Tel (623) 386-6398

With a copy to:

Wayne A. Smith
Robbins & Green, P.A.
3300 North Central Avenue, Suite 1800
Phoenix, Arizona 85012
Fax (602) 266-5369
Tel (602) 248-7605

If to Seller:

GREG OBENDORF
26496 DEB LN.
PARMA ID. 83660
Fax 208-722-6555
Tel 208-722-6451

If to Escrow Agent:

Pioneer Title Company
100 10th Ave So.
Nampa ID 83651
Fax 208 465 3248
Tel 208 466-1000

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier, and if sent by facsimile, upon machine confirmation of receipt. Any party may change his address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

15. SELLER'S REMEDIES.

Provided Seller is not in default hereunder, in the event the escrow hereunder fails to close because of a breach by the Buyer, Seller shall not be entitled to specifically enforce this Agreement. In that event, the Earnest Money Deposits that have been deposited into escrow, together with all earnings thereon, shall be released to Seller, free of all claims of Buyer. Seller's sole remedy shall be to retain the Earnest Money Deposits and earnings thereon as liquidated damages. The parties expressly agree that the damages to be suffered by Seller as a result of Buyer's failure to perform under this Agreement would be difficult to calculate and that the amount of the Earnest Money Deposit and earnings thereon is a reasonable estimate of the amount of Seller's damages as a result of Buyer's failure to perform. Notwithstanding the foregoing, if Buyer's default consists of a breach of any of its obligations or indemnities which expressly survive the termination of this Agreement, or in the event Buyer files a lis pendens or an action for specific performance against Seller or otherwise clouds Seller's title to the Property and fails to prevail in a final, non-appealable judgment, Seller shall be entitled to pursue any remedies available at law or in equity with respect thereto, including, but not limited to, suit for damages (excluding punitive, exemplary or special damages), reasonable attorneys' fees and court costs.

16. BUYER'S REMEDIES.

Provided Buyer is not in default hereunder, in the event the escrow hereunder fails to close because of a breach by the Seller or Seller's inability to satisfy any of the conditions precedent set forth herein, Buyer shall have all remedies provided by law or equity and those, if any, set forth in this Agreement, including without limitation the right to specific performance and damages (including without limitation a recovery of its out of pocket costs, fees and expenses, but excluding punitive, exemplary or special damages).

17. RIGHT TO CURE.

The breach by either party of any representation or warranty under this Agreement or such party's failure to perform any covenant, condition or obligation hereunder shall constitute a default hereunder, and the non-breaching party may exercise its remedies, including termination of this Agreement, only if such breach or nonperformance continues more than five (5) business days following the date of notice by the other party specifying such breach or nonperformance.

18. AFFIDAVIT OF NON-FOREIGN STATUS; IRS FORM 1099B.

Seller shall deliver or cause to be delivered to Escrow Agent at the Close of Escrow an affidavit executed by Seller under penalty of perjury setting forth Seller's taxpayer identification number and stating that Seller is not a foreign person, in accordance with Internal Revenue Code Section 1445(b)(2). Seller shall also execute and deliver to Escrow Agent at the Close of Escrow a copy of IRS Form 1099B for filing by Escrow Agent with the Internal Revenue Service (the "IRS"). Escrow Agent, as the party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "code"), is instructed to file all necessary information reports, returns and statements (collectively the "reports") regarding the transaction required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code.

19. INTENTIONALLY LEFT BLANK.

20. INTENTIONALLY LEFT BLANK.

21. 1031 EXCHANGE.

Seller acknowledges and agrees that Buyer may consummate this transaction as part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees to cooperate with Buyer in effecting said exchange; provided that all costs required to facilitate the exchange shall be paid by Buyer, that Seller shall have no liability whatsoever to Buyer or to any other party in connection with the exchange, and that the Closing hereunder shall not be delayed as a result of the exchange.

22. INTENTIONALLY LEFT BLANK.

23. MISCELLANEOUS.

(A) This Agreement and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction, and there are no oral agreements existing between the parties relating to this transaction that are not expressly set forth herein and covered hereby; this Agreement may not be modified except in a writing signed by all parties.

(B) Time is of the essence of this Agreement.

(C) In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees.

(D) The captions and section numbers appearing in this Agreement are inserted

only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(E) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns; provided, however, that no assignment of this Agreement shall in any way relieve the assignor of its obligations hereunder. Buyer may assign its rights pursuant to this Agreement by giving written notice of such assignment to Seller and the Escrow Agent.

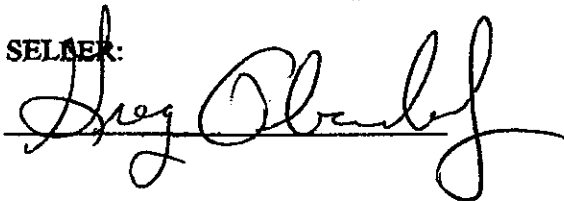
(G) This Agreement shall be construed and interpreted under, governed and enforced according to the laws of the State of Idaho.

24. DAMAGE.

If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate, in which event neither party will have any further obligations under this Agreement, except for those obligations which expressly survive the termination hereof. If Buyer fails to elect to terminate despite such damage, or if the Property is damaged but not substantially, there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing all of Seller's right, title and interest, if any, to receive the proceeds of all insurance related to such damage.

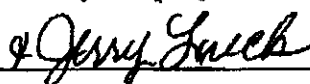
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below their respective signatures.

SELLER:



BUYER:

AL & JERRY LUECK FARMS, L.L.C.,
an Arizona limited liability company

By  & 
Its _____

AGREEMENT AND CONSENT BY ESCROW AGENT

The undersigned, Pioneer Title Company, hereby agrees to (i) accept the foregoing Purchase and Option Agreement and Escrow Instructions as instructions to the undersigned, (ii) act as Escrow Agent under said Agreement in consideration of its fees normally charged in such transactions, and (iii) be bound by said Agreement in the performance of its obligations as the Escrow Agent.

Dated this 29 day of August, 2005.

PIONEER TITLE COMPANY

By:

Ron Aberastin
Its: Sr. Escrow Officer

Attachment B

Daily Fresh Water Requirement For Dairy Facility Worksheet

For: **Carl Leuck**

Drinking Water Estimates (see Table 1 & 2):

Holstein weight 1400
Jersey 1000

	Size	Adjustment	Use/day	Total	Total	Acre-feet/
	Number	Use/day	100%	Gal/Day	Gals/Yr.	(AF/a)
Milking Cows	1600	36	36.0	57600	57600	
Dry Cows	400	13	13.0	5200	5200	
Total Cows	2000		0	62800	22,922,000	70.35
Heifers:	Age	Number	Use/day	100%	Total	
	16-24 mo.	840	11	11.0	9240.0	
	13-15 mo.	320	9	9.0	2880.0	
	9-12 mo.	420	7	7.0	2940.0	
	5-8 mo	420	6	6.0	2520.0	
Total Heifers		2000			17580.0	6,416,700 19.69

Deduct: Covered by stockwater right 63-21079 = (.02*7.5*24*60*60)

12960 4,730,400 -14.52

Stockwater to be obtained by transfer

75.52

Milk House and Parlor Estimate (see Table 4)

Item	Gals/Op	x's/day	Gals/day		
Bulk Tank	250	1	250		
Pipeline rinse, wash, acid	375	2	750		
Deckflush 180x's 25turns	4500	2	9000		
Cleanup hose	2066	2	4132		
Cow Prep	0.2	2	640		
Holding pen flush 4 x's/milking	8000	2	16000		
Total Milk House and Parlor Water Used:			30772	11,231,780	34.47
Total Gals/Day			111152		
Total Fresh Water Diverted Annually (af/a consumptive use)					109.99

Stock water needed 68.7% 75.52 afa
Commercial water needed 31.3% 34.47 afa

Acres to be taken out of production @ 2.82 afa/acre consumptive use 39.0

Acres out for stock water 26.8
Acres out for Commercial 12.2

From:
63-7460 14 ac
63-8230 11 ac
63-8239 14.0 ac

Attachment C Flow, Volume, and Allocation Calculations

Amount of water (afa) to be transferred			110	(From Dairy worksheet, Attachment A)
	%	Volume	Acres to dry	
Stockwater	68.7%	75.52	26.8	(volume needed/consumptive use/acre)
Commercial	31.3%	34.47	12.2	(volume needed/consumptive use/acre)
Historic consumptive use per acre			2.82	(From Attachment C. Crop history etc)
Acres to dry up in Section 13&24			39	(From Dairy worksheet, Attachment A)

Acres dried on each WR

63-7460	14 ac
63-8230	11 ac
63-8239	14 ac

Total Flow for each license:

Priority	Acres	Flow (cfs)	Flow/acre (cfs)	
7/6/1971 63-7460	281.5	5.58	0.020	} not to exceed 5.58 cfs by note on 63-8230
10/27/1975 63-8230	50.5	1.01	0.020	
4/9/1973 63-8239	85	1.60	0.019	
	332	7.18	total cfs	

Allocation of flow under license		63-7460	after transfer:
Total licensed flow		5.58	cfs
Acres irrigable		281.5	
acres irrigable (after transfer)		267.5	(281.5- 14 acres out of production)
flow for irrigation		5.30	(acres irrigable X's licensed flow/acre)
acres out for stockwater		9.6	(from dairy worksheet- 69%)
flow for stock water		0.19	(acres out X's licensed flow/acre)
acres out for Commercial		4.4	(from dairy worksheet- 31%)
flow for Commercial		0.09	(acres out X's licensed flow/acre)
total flow after transfer		5.58	cfs (total of the three flows)

Allocation of Volume after transfer:

Total Diversion:

Tot. diversion/irrigation	1203.8	(267.5 acx4.5 afa)
Tot. diversion/ commercial	12.4	=cons.use x's ac dried for commercial
Tot. diversion/ stockwater	27.1	=cons.use x's ac dried for stockwater
Total allowable diversion after transfer	1243	

(2 pgs)

Attachment C Flow, Volume, and Allocation Calculations (continued)

Allocation of flow under license	63-8230	after transfer:
Total licensed flow	1.01	cfs
Acres irrigable	50.5	
acres irrigable (after transfer)	39.5	(50.5- 11 acres out of production)
flow for irrigation	0.79	(acres irrigable X's licensed flow/acre)
acres out for stockwater	7.6	(from dairy worksheet- 69%)
flow for stock water	0.15	(acres out X's licensed flow/acre)
acres out for Commercial	3.4	(from dairy worksheet- 31%)
flow for Commercial	0.07	(acres out X's licensed flow/acre)
total flow after transfer	<u>1.01</u>	cfs (total of the three flows)
Note to limit flow to 5.58 cfs in combination with WR 63-7460		

Allocation of Volume after transfer:

Total Diversion:

Tot. diversion/irrigation	177.8	(50.5 acx4.5 afa)
Tot. diversion/ commercial	9.7	=cons.use x's ac dried for commercial
Tot. diversion/ stockwater	21.3	=cons.use x's ac dried for stockwater
Total allowable diversion after transfer	209	

Allocation of flow under license	63-8239	after transfer:
Total licensed flow	1.60	cfs
Acres irrigable	85.0	
acres irrigable (after transfer)	71.0	(85- 14 acres out of production)
flow for irrigation	1.34	(acres irrigable X's licensed flow/acre)
acres out for stockwater	9.6	(from dairy worksheet- 69%)
flow for stock water	0.18	(acres out X's licensed flow/acre)
acres out for Commercial	4.4	(from dairy worksheet- 31%)
flow for Commercial	0.08	(acres out X's licensed flow/acre)
total flow after transfer	<u>1.60</u>	cfs (total of the three flows)

Allocation of Volume after transfer:

Total Diversion:

Tot. diversion/irrigation	319.5	(71 acx4.5 afa)
Tot. diversion/ commercial	12.4	=cons.use x's ac dried for commercial
Tot. diversion/ stockwater	27.1	=cons.use x's ac dried for stockwater
Total allowable diversion after transfer	359	

Total acres dried up	39.0
total commercial water	34.5 afa
total stockwater	75.5 afa
total water transferred	<u>110</u>

Attachment D

Crop History Evaluation for estimation of Diversion Volume and Consumptive Use

Date: 10/18/05

The crop rotation has been potatoes, grain, and alfalfa hay

Year	Crop	% Total	acres
1	Potato	16.7%	76.9
2	Wheat	16.6%	76.6
3	Alfalfa	66.7%	307.7
4	Alfalfa		
5	Alfalfa		
6	Alfalfa		
		100%	461.5 total ac irrigated with groundwater

Allen and Brockway Data

Transfer No. Carl Leucke Transfer

Allen and Brockway report site: Parma

Year	Crop	Acres	Method	App. Eff. %**	IR for Crop mm/season	Crop Div Vol AF/Ann	Crop CU AF/Ann
	Alfalfa Hay	307.68	sprinkler	70%	933	1345.46	941.82
	Potatoes	76.89	sprinkler	70%	710	255.85	179.10
	Winter Wheat	76.61	sprinkler	70%	715	256.73	179.71
Totals		461				1858	1300.63

Summary

Average Acres Irrigated	461	Acres	Average Diversion Vol/acre	4.03
Total Diversion	1858	AF/ann	Average Consumptive Use/acre	2.82
Total Consumptive Use	1301	AF/ann		