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AUG 03 2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

Indicate the type of change. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 65-2590 D	6-28-02	Ø			
PD 65-11272 D	7-18-02	Ø			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

MARY LOU HOLDEN / VALORIE LUND
PO Box 259
Horse Shoe Bend, ID 83629

4. New Owner/Claimant(s)

GARRETT GROUP PROJECT 1, LLC
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

2730 N GREENBOLT PL

City, State and ZIP Code

MERIDIAN, ID 83616

New Telephone Number

(208) 871-3358 Email: r.alphse@idwr.com

SUPPORT DATA

5. Date you acquired the property

MARCH 14, 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

See Attached Exhibit I

7. Signature(s) of New Owner(s) or Claimant(s) *[Signature]* **FOR** *Authorized Agent*
GARRETT Group Project 1, LLC (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by *SB*
 Received by *SB*
 Processed by _____ AJ

Date *8-3-09*
 Date *8-3-09*
 Date _____

Receipt Amt. *50.00*
 Receipt No. *W037163*
 WR *Jan* Date *8-12-09*

Exhibit I

**SIGNATURE AUTHORIZATION RESOLUTION
OF
GARRETT GROUP PROJECT 1, LLC**

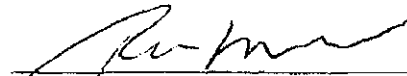


By Resolution made effective the 20th day of July, 2009, the undersigned Manager of the Garrett Group Project 1, LLC, an Idaho limited liability company, (hereinafter referred to as the "Company"), does hereby set forth the following authorization as determined by said Manager:

1. That Rod Ralphs shall have the authorization to sign on behalf of the Garrett Group Project 1, LLC on the transfer of any and all water rights to the Company, and the Company shall be bound thereby.
2. That said authorization may be revoked at any time, for any reason by the Company.
2. That a copy of this resolution shall be of the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals effective the 20th day of July, 2009.

MANAGER OF GARRETT GROUP PROJECT 1, LLC:



BY: RON MEYER, CFO

TERRON INVESTMENTS, INC., MEMBER-MANAGER

Exhibit A **Grantor's Property** **Legal Description**

Being a portion of U.S. Government Lot 1, Section 24, and U.S. Government Lot 2, Section 25, Township 7 North, Range 1 East, B.M., Gem County, Idaho, described as follows:

BEGINNING at the Section corner common to Sections 19 and 30, T. 7 N., R. 2 E. and Sections 24 and 25, T. 7 N., R. 1 E., B.M., marked by a found stone and replaced with a 5/8" iron pin P.L.S. 4108, the REAL POINT OF BEGINNING; thence
South 00°54'46" West, 61.94 feet along the East line of U.S. Government Lot 2, Section 25, to a point on an existing fence line marked by a set 1/2" iron pin P.L.S. 4108; thence
North 48°56'08" West, 437.82 feet along said fence line to a set 1/2" iron pin P.L.S. 4108; thence leaving said fence line
North 43°07'46" West, 264.30 feet to a set 1/2" iron pin P.L.S. 4108; thence
North 89°20'16" West, 876.04 feet parallel with the North line of U.S. Government Lot 1, Section 24, to a point on the Easterly right of way line of State Highway 52 marked by a set 1/2" iron pin P.L.S. 4108; thence
North 03°27'00" East, 300.36 feet along said Easterly right of way line to a set 1/2" iron pin P.L.S. 4108; thence
South 89°20'16" East, 876.04 feet parallel with the North line of said Lot 1 to a set 1/2" iron pin P.L.S. 4108; thence
North 03°27'00" East, 139.20 feet parallel with said Easterly right of way line to a point on an existing fence line marked by a set 1/2" iron pin P.L.S. 4108; thence
South 55°40'09" East, 578.82 feet along said fence line, to a point on the East line of said U.S. Government Lot 1, Section 24, marked by a set 1/2" iron pin P.L.S. 4108; thence
South 00°47'33" East, 530.94 feet along said East line to the REAL POINT OF BEGINNING.



Pioneer Title Co.

GOING BEYOND

3525 E. Overland Rd. / Meridian
83642 / (208) 888-7230

STRU. NO. 250051
PAGES 1 OF 4

Instrument # 250051

EMMETT, GEM, IDAHO

2006-03-14 03:55:00 No. of Pages: 4

Recorded for: FIRST AMERICAN TITLE CO

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

Fee: 12.00

[Signature]

DEED OF TRUST

THIS DEED OF TRUST, Made this 6th day of March, 2006, BETWEEN The Garrett Group, Project 1, LLC, herein called GRANTOR, whose address is 2158 Orchard Mist Ct., Las Vegas NV 89135; PIONEER TITLE COMPANY OF ADA COUNTY, herein called TRUSTEE; and Holden Trust whose mailing address is 3815 W. Salter Drive, Glendale, AZ 85308, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Gem, State of Idaho, described as follows and containing not more than forty acres:

See Exhibit "A" attached hereto and by this reference made a part hereof

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred Thirty Thousand dollars and Zero cents (\$130,000.00), final payment due March 9, 2007, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, collect or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

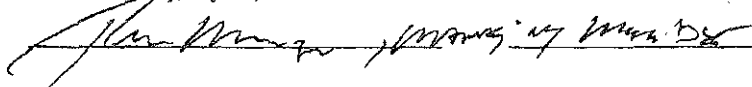
(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

The Garrett Group, Project 1, LLC



Read and Approved by Beneficiary:

STATE OF California, County of Fresno, ss

On this 10 day of March, in the year of 2006, before me, the undersigned, a notary public, personally appeared Ron Meyer, known or identified to be managing member of the member(s)/manager(s) in a limited liability company, of THE GARRETT GROUP, PROJECT 1, LLC and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.



d. Altam

Notary Public of
Residing at
Commission expires: 10-12-2007

INSTRU. NO. 250051
PAGES: 3 OF 4

REQUEST FOR FULL RECONVEYANCE
TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

Idaho, _____

TO: PIONEER TITLE COMPANY OF ADA COUNTY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidence of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

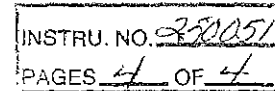


Exhibit "A"

Real property in the County of Gem, State of Idaho, described as follows:

Being a portion of U.S. Government Lot 1, Section 24 and U.S. Government Lot 1, Section 25, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the Section corner common to Sections 19 and 30, Township 7 North, Range 2 East and Sections 24 and 25, Township 7 North, Range 1 East, Boise Meridian, marked by a found stone and replaced with a 5/8" iron pin P.L.S. 4108 and the Real Point of Beginning; thence South 00°54'46" West, 61.94 feet along the East line of U.S. Government Lot 2, Section 25 to a point on an existing fence line marked by a set 1/2" iron pin P.L.S. 4108; thence North 48°56'08" West, 437.82 feet along said fence line to a set 1/2" iron pin P.L.S. 4108; thence leaving said fence line North 43°07'46" West, 264.30 feet to a set 1/2" iron pin P.L.S. 4108; thence North 89°20'16" West, 876.04 feet parallel with the North line of U.S. Government Lot 1, Section 24 to a point on the Easterly right of way line of State Highway 52 marked by a set 1/2" iron pin P.L.S. 4108; thence North 03°27'00" East, 300.36 feet along said Easterly right of way line to a set 1/2" iron pin P.L.S. 4108; thence South 89°20'16" East, 876.04 feet parallel with the North line of said Lot 1 to a set 1/2" iron pin P.L.S. 4108; thence North 03°27'00" East, 139.20 feet parallel with said Easterly right of way line to a point on an existing fence line marked by a set 1/2" iron pin P.L.S. 4108; thence South 55°40'09" East, 578.82 feet along said fence line to a point on the East line of said U.S. Government Lot 1, Section 24, marked by a set 1/2" iron pin P.L.S. 4108; thence South 00°47'33" East, 530.94 feet along said East line to the Real Point of Beginning.

Tax Parcel Number: RP-00408002

