

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 75342APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Peter B. Breck and Antonia Hunter Breck, Trustees Phone _____Post Office address P.O. Box 1604, Ross, CA 94957

RECEIVED

DEC 30 2008

DEPT. OF WATER RESOURCE
SOUTHERN REGION

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Split Rights
2. Describe the reason for the proposed changes To split and move to a new location 1.5 acres of existing 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
<u>37-2630</u>	<u>02/02/1960</u>	<u>0.019</u>	<u>Irrigation</u>	<u>4/15 to 10/31</u>
<u>37-483C</u>	<u>08/01/1902</u>	<u>0.078</u>	<u>Irrigation</u>	<u>4/15 to 10/31</u>
<u>37-482H</u>	<u>08/01/1884</u>	<u>0.016</u>	<u>Irrigation</u>	<u>4/15 to 10/31</u>
<u>37-577BT</u>	<u>03/24/1883</u>	<u>0.011</u>	<u>Irrigation</u>	<u>4/15 to 10/31</u>
<u>37-481C</u>	<u>08/01/1882</u>	<u>0.016</u>	<u>Irrigation</u>	<u>4/15 to 10/31</u>

2. Total amount of water being transferred 0.14 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Big Wood R./Groundwater tributary to Malad River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		NW	SE	23	05N	17E	Blaine	Big Wood River
		NW	SE	23	05N	17E	Blaine	Existing Well
		NW	SE	23	05N	17E	Blaine	Existing Well

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	
05N	17E	23														1.5			1.5

WITHDRAWN

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SCANNED
JUN 23 2009

Page _____ of _____

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DEPARTMENT OF WATER RESOURCESTransfer No. 75342APPLICATION FOR TRANSFER OF WATER RIGHT
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SOUTHERN REGION

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1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-2630</u>	<u>02/02/1960</u>	<u>0.019</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
<u>37-483C</u>	<u>08/01/1902</u>	<u>0.078</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
<u>37-482H</u>	<u>08/01/1884</u>	<u>0.016</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
<u>37-577BT</u>	<u>03/24/1883</u>	<u>0.011</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
<u>37-481C</u>	<u>08/01/1882</u>	<u>0.016</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>

2. Total amount of water being transferred 0.14 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Big Wood R./Groundwater tributary to Malad River

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		NW	SE	23	05N	17E	Blaine	Big Wood River
		NW	SE	23	05N	17E	Blaine	Existing Well
		NW	SE	23	05N	17E	Blaine	Existing Well

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	
05N	17E	23														1.5			1.5

PART 1

6. General Information:

- a. Description of diversion system Surface water pumped from Big Wood River and ground water pumped from two existing wells
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ 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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:
1.5 acres of irrigated land will be dried up under 37-2630, 37-483C, 37-482H, 37-577BT, and 37-481C under South County Estates POU.
- d. Remarks:

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 _____

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-2630 Decreed to South County Estates LLC
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- 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 _____3. Source of water Ground Water tributary to _____4. Date of priority 02/02/1960

5. Water is used for the following purpose:

Amount 3.75 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.75 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
	NW	NW	SW	6	01N	19E	Blaine	

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	
01N	19E	6									24	33	12	39			8.5		116.5
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 2899. Describe any other water rights used for the same purpose as described above 37-483C, 37-482H, 37-577BT, and
37-481C

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 _____

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 0.019 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	NW	SW	6	01N	19E	Blaine	Existing

3. 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	
01N	19E	6											1.3	0.2					1.5

Total acres 1.5**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)*

1. Amount 3.731 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	NW	SW	6	01N	19E	Blaine	Ground Water

3. 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	
1N	19E	6									24	33	10.7	38.8			8.5		115
1N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 287.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-483C Decreed to South County Estates LLC
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- 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 _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 08/01/1902

5. Water is used for the following purpose:

Amount 15.086 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 15.086 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
		SW	NW	36	02N	18E	Blaine	Big Wood River

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	
01N	19E	6									24	33	12	39			8.5		116.5
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 289

9. Describe any other water rights used for the same purpose as described above 37-2630, 37-482H, 37-577BT,
and 37-481C

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 _____

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 0.078 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6											1.3	0.2					1.5

Total acres 1.5

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 15.008 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6									24	33	10.7	38.8			8.5		115
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 287.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-482H Decreed to South County Estates LLC
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- 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 _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 08/01/1884

5. Water is used for the following purpose:

Amount 3.012 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.012 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
		SW	NW	36	02N	18E	Blaine	

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	
01N	19E	6									24	33	12	39			8.5		116.5
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 289

9. Describe any other water rights used for the same purpose as described above 37-2630, 37-483C, 37-577BT,
and 37-481C

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 _____

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 0.016 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6											1.3	0.2					1.5

Total acres 1.5

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 2.996 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6									24	33	10.7	38.8			8.5		115
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 287.5

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-577BT Decreed to South County Estates LLC
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- 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 _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 03/24/1883

5. Water is used for the following purpose:

Amount 2.200 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.200 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
		SW	NW	36	02N	18E	Blaine	Big Wood River

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	
01N	19E	6									24	33	12	39			8.5		116.5
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 289

9. Describe any other water rights used for the same purpose as described above 37-2630, 37-483C, 37-482H,
and 37-481C

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 _____

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 0.011 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6											1.3	0.2					1.5

Total acres 1.5

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 2.189 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6									24	33	10.7	38.8			8.5		115
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 287.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-481C Decreed to South County Estates LLC
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- 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 _____

3. Source of water Big Wood River tributary to Malad River

4. Date of priority 08/01/1882

5. Water is used for the following purpose:

Amount 3.014 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.014 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
		SW	NW	36	02N	18E	Blaine	Big Wood River

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	
01N	19E	6									24	33	12	39			8.5		116.5
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 289

9. Describe any other water rights used for the same purpose as described above 37-2630, 37-483C, 37-482H,
and 37-577BT

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 _____

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 0.016 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	Big Wood River

3. 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	
01N	19E	6											1.3	0.2					1.5

Total acres 1.5

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount 2.998 for Irrigation purposes from 4/15 to 10/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	

3. 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	
01N	19E	6									24	33	10.7	38.8			8.5		115
01N	19E	7		31	38	15	28			5.5					35	20			172.5

Total acres 287.5



1 inch equals 400 feet

**BRECK, PETER - TRANSFER (FROM)
T. 1N., R.19 E. SECTION 6 & 7
NAIP 2004 AERIAL**

BROCKWAY ENGINEERING, PLLC.
ALR - NOV. 17, 2008

Legend

-  t01n19e
-  Sections_1n19e
-  Dry up = 1.5 Acres





1 inch equals 250 feet

**BRECK, PETER - TRANSFER (TO)
T. 5N., R.17 E. SECTION 23, NWSE
NAIP 2004 AERIAL**

BROCKWAY ENGINEERING, PLLC.
ALR - NOV. 20, 2008

Legend

-  Breck_Peter_parcel
-  Point of Diversion
-  Sections
-  105n17e
-  Irrigation = 1.5 Acres

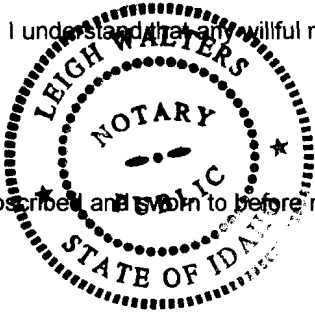


PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount Hours/days/year Period of Use
 (cfs/ac-ft)
- _____ n/a _____ to _____
 _____ to _____
2. Quantity and quality of return flows and location of discharge:
 none _____
3. Describe the effects on other water uses resulting from the proposed change:
 none _____

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.



Subscribed and sworn to before me this _____

22nd day of December, 19 2008

Leigh Walters
 (Signature of Applicant)

Leigh Walters
 (Notary Public)

My commission expires _____

6/13/09

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Received by J. Cooper Date 12/31/2008

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

PART 3**B. CHANGES IN NATURE OF USE**

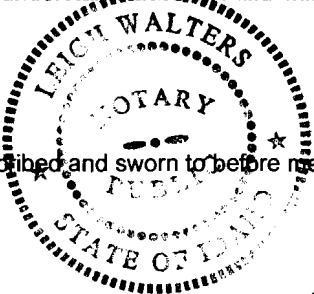
1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
n/a			to _____
			to _____
2. Quantity and quality of return flows and location of discharge:
 none
3. Describe the effects on other water uses resulting from the proposed change:
 none

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.

Subscribed and sworn to before me this 22nd day of December 19 2008


Antonia H. Brea
 (Signature of Applicant)

Leigh Walters
 (Notary Public)

My commission expires 6/13/09

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Received by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Peter Breck, hereby nominate and appoint
Charles G. Brockway as my attorney-in-fact with full authority to
act for and on my behalf to undertake any and all acts or matters pertaining to water right
transactions before the Idaho Department of Water Resources, described as follows:
Water right transfer involving portions of right numbers 37-2630, 37-483C, 37-482H,
37-577BT, and 37-481C

in Blaine County, Idaho. Additionally, I hereby ratify and confirm any
and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said
instruments of writing that may be necessary or proper to carry into execution and effect the
applications, and transfers above-mentioned. Further, I hereby declare that each and every
application, transfer, agreement, receipt, or payment which shall be by my said agent given,
made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had
been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at
all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or
concerning the said premises by virtue of these present. This Limited Power of Attorney will
become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 22 day of Dec - 2008.

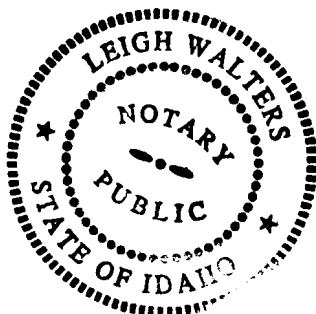
Peter B Breck Signature
Anaia H Breck Signature

State of Idaho)
County of Blaine) ss.

On this 22nd Day of December, 20 08, before me, a Notary Public
in and for said County and State, personally appeared _____,
known or identified to me to be the individual whose name and subscription to the within
instrument, and acknowledged to me that he executed the same.

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

S
E
A
L



Leigh Walters
Notary Public
In and for said State and County
6/13/09
My Commission Expires



Instrument # 536907
HAILEY, BLAINE, IDAHO
2006-06-29 11:51:00 No. of Pages: 1
Recorded for : BLAINE COUNTY TITLE
MARSHA RIEMANN Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WTYQC/CORP DEED

4400

WARRANTY DEED

FOR VALUE RECEIVED

Michael J. Snyder, a married man, as his sole and separate property

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Peter B. Breck and Antonia Hunter Breck, Trustees of The Breck Family 1998 Revocable Trust dated June 12, 1998, as amended and restated

GRANTEE(S), whose current address is: PO Box 1604, Ross, CA 94957

the following described premises, to wit:

A parcel of land within H.E.S. 128 in Township 5 North, Range 17 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows with reference to Survey recorded January 20, 2004 as Instrument No. 498113:

COMMENCING at a Brass Cap which marks Corner #3 of said H.E.S. 128; thence South 39°43'00" East along the Westerly Boundary of said H.E.S. 128, 779.17 feet, said point being the REAL POINT OF BEGINNING;

Thence North 61°47'07" East 440.02 feet to the Westerly Boundary of U.S. Highway No. 75;

Thence along said Westerly Boundary South 23°40'20" East 350.90 feet to a found ½" Rebar;

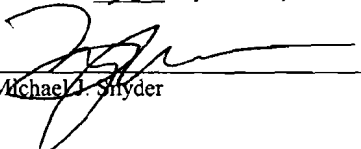
Thence South 67°35'21" West 350.05 feet to the Westerly Boundary of said H.E.S. 128;

Thence North 39°43'00" West 320.84 feet to the REAL POINT OF BEGINNING. (TL 7906)

Parcel Number: 05N170238040 A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this 30 day of June, 2006.

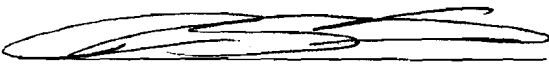


Michael J. Snyder

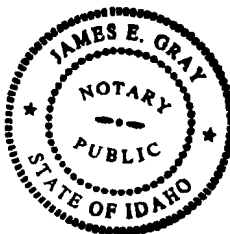
STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 30 day of June, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Michael J. Snyder known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public
Residing at: Blaine County, Idaho
My commission expires: 8/25/11



**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS ("Agreement") is made and entered into this 3rd day of October, 2008, by and between SOUTH COUNTY ESTATES, LLC, an Idaho limited liability company (hereinafter referred to as "Seller"), and PETER B. BRECK and ANTONIA HUNTER BRECK, TRUSTEES OF THE BRECK FAMILY 1998 REVOCABLE TRUST DATED JUNE 12, 1998, AS FIRST AMENDED AND RESTATED JUNE 18, 2001 (hereinafter referred to as "Buyer").

RECITALS:

WHEREAS, the Seller owns stacked Water Rights for irrigation of 289 acres appurtenant to Seller's real property located in the County of Blaine, State of Idaho, known as the "Peterson Ranch," identified by the Idaho Department of Water Resources ("IDWR") as Combined Water Right Numbers: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630, and more particularly described on Exhibit "A" to this Agreement, consisting of five pages, attached hereto and incorporated herein by reference (the "Water Rights"); and

WHEREAS, the Buyer desires to purchase a portion of the Water Rights from the Seller in accordance with the terms herein below set forth;

NOW, THEREFORE, inconsideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

ARTICLE 1
Sale of Water Right

1.1 The Seller agrees to sell and convey, and the Buyer agrees to purchase, one and one-half (1.5) acres of the Water Rights (i.e. 1.5/289 of each water right set forth on Exhibit "A") to be transferred to Buyer's intended use as described in the Transfer Application to be jointly filed by the parties (the "Transferred Water Rights").

ARTICLE 2
Purchase Price/Closing Date/Contingency

2.1 The Purchase Price shall be [REDACTED] per acre, for a total Purchase Price of [REDACTED]. Any amount of conveyance loss to be left in the original conveyance system for the Water Rights shall be absorbed by Buyer.

2.2 Earnest money:

2.2.1 Upon execution of this Agreement by both parties, the Buyer will immediately deposit into escrow with Blaine County Title Company ("Escrow")

ORIGINAL

Agent") the sum of [REDACTED] as earnest money.

2.2.2 Within two (2) business days of the expiration of the IDWR transfer protest period relating to the transfer, and provided that no protests to the proposed water right transfer have been filed, and further provided that Seller has obtained and delivered into escrow a conditional release of lien and consent to sale ("Release") with respect to the Transferred Water Rights from any person or entity holding a legal claim, lien or encumbrance affecting the Transferred Water Rights, the earnest money shall be increased by an additional [REDACTED]

2.2.3 All earnest money identified in Sections 2.2.1 and 2.2.2 shall be applied to the Purchase Price at Closing; however, in the event the IDWR does not approve the water rights transfer on substantially the terms set forth in this Agreement, or if a Release, if required, has not been obtained and provided by Seller, the earnest money shall be returned to Buyer, less one-half of any fees charged by the Escrow Agent, and all further obligations under this Agreement shall cease and become null and void.

2.3 Closing:

2.3.1 All earnest money, together with the balance of the Purchase Price, that is [REDACTED] shall be delivered to the Seller at Closing.

2.3.2 Unless the parties agree otherwise, in writing, Closing shall occur within fifteen (15) days after IDWR approval of the Transferred Water Rights, on substantially the terms set forth in this Agreement, becomes final and unappealable.

2.3.3 In the event the transfer of the Transferred Water Rights is not approved by the IDWR on substantially the terms set forth in this Agreement and the Transfer Application, Buyer shall have the option, but not the obligation, to proceed to Closing.

2.3.4 In the event all Seller's conditions to close are met and Buyer fails to close on the Closing Date, Buyer shall forfeit all earnest money to Seller.

2.4 Other than a final order entered by IDWR on the transfer proceeding having become non-appealable on substantially the terms of this Agreement, including the terms described in paragraph 5.2 herein, and Seller obtaining and providing Buyer any required Release, there are no contingencies for Buyer's obligation to purchase the Transferred Water Rights under this Agreement.

2.5 Neither Seller nor Buyer has used a broker with respect to this transaction, and each agrees to indemnify and hold the other party harmless from any and all claims for a commission arising from third parties claiming to represent them in connection with this sale.

ARTICLE 3

Warranties and Disclaimer

3.1 Representations and Warranties. Buyer and Seller represent and warrant one to the other that they have the power and authority to enter into this Agreement and the further agreements contemplated hereby, to be bound by, and to perform such agreements. Seller's claim of ownership to the Water Rights is based on the recommendations of IDWR as set forth on Exhibit "A". The Parties hereto provide the follow representations and warranties, all of which shall be valid as of Closing and survive Closing:

3.1.1 By Seller:

- i. Upon consummation of the contemplated purchase, the lands to which the Transferred Water Rights are appurtenant will no longer be irrigated unless Seller develops or obtains and transfers a new water right to such lands for irrigation;
- ii. To Seller's actual knowledge, there are no contracts, actions, claims or proceedings pending that affect the Transferred Water Rights, other than those affecting the Water Rights in the Snake River Basin Adjudication;
- iii. Seller has not assigned or conveyed, or contracted to assign or convey, the Transferred Rights or any claim thereto to any other person entity;
- iv. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Rights, other than those that previously have been disclosed in writing to Buyer by Seller;
- v. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
- vi. Seller has no knowledge of any continuous five-year period of nonuse of the Water Rights.

3.1.2 By Buyer:

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

ARTICLE 4

Deed

4.1 Title shall be conveyed by a Grant Deed at Closing, in substantially the form attached hereto as **Exhibit "B."** The Title Company responsible for the Closing of this transaction shall be Blaine County Title Company.

ARTICLE 5

Water Right Transfer

5.1 Transfer Application. Buyer shall be responsible to pay for all fees and costs of the transfer, whether or not the transfer is approved by IDWR. Seller and Buyer shall jointly file for the transfer ("Transfer Application") within thirty (30) days from the date of this Agreement, unless an extension is agreed to in writing by the parties hereto. As the current owner of the Water Right, Seller agrees to cooperate in the Transfer Application by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision. In the event Buyer fails to timely submit the Transfer Application through no fault of Seller, Buyer shall forfeit all earnest money to Seller and this Agreement shall terminate.

5.2 Conveyance Losses. Conveyance losses charged to the Transferred Water Rights to obtain approval shall be borne by the Buyer, up to a total of thirty percent (30%) of the quantity or flow rate element of the Transferred Water Rights. In the event the conveyance losses charged are greater than thirty percent (30%) of the quantity or flow rate element of the Transferred Water Rights, or reduce the number of acres which may be irrigated with the Transferred Rights to less than one and one-half (1.5) acres, then Buyer shall have the option, but not the obligation, to proceed to Closing.

ARTICLE 6

Miscellaneous Provisions

6.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Seller and Buyer contained in this Agreement shall survive the Closing hereunder.

6.2 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

6.3 Number and Gender of Persons. The terms "Buyer" and "Seller" are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyer consist of two or more persons, including, but not limited to, individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be

construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

6.4 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

6.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6.6 Time is of the Essence. Time is of the essence in connection with the duties and obligations contained herein.

6.7 Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

6.8 Entire Agreement. The Seller and Buyer acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyer agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

6.9 Severance and Validity. In the event any provision of this Agreement or any part hereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

6.10 Confidentiality. Buyer and Seller agree to maintain the terms of this Agreement in strict confidence, including, but not limited to, the substance of materials exchanged between the parties and the substance of information obtained by either party with respect to the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Water Rights the day and year first above written.

Dated: 10/2/08

BUYER:

Peter B Breck, Trustee

PETER B. BRECK, TRUSTEE OF THE
BRECK FAMILY 1998 REVOCABLE
TRUST DATED JUNE 12, 1998, AS FIRST
AMENDED AND RESTATED JUNE 18,
2001

Antonia Hunter Breck, Trustee

ANTONIA HUNTER BRECK, TRUSTEE OF
THE BRECK FAMILY 1998 REVOCABLE
TRUST DATED JUNE 12, 1998, AS FIRST
AMENDED AND RESTATED JUNE 18,
2001

Dated: 10/3/08

SELLER:

South County Estates, LLC, an Idaho limited
liability company

By: John Scherer

John Scherer, Managing Member

EXHIBIT "A"

EXHIBIT "A" - 1
Z:\WPDATA\JIM\breck\south county estates purchase and sale agreement v2.DOC

EXHIBIT "B"

Grant Deed

When Recorded Return To:

WATER RIGHTS GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, South County Estates, LLC, an Idaho limited liability company, whose address is P.O. Box 1539, Ketchum, ID 83340 ("Grantor"), does hereby grant, bargain, sell, and convey unto PETER BRECK and ANTONIA BRECK, husband and wife, whose address is P.O. Box 1604, Ross, CA 94957 ("Grantee") and to Grantee's heirs, successors and assigns forever, all of Grantor's right, title and interest in and to the following water rights, to wit: a 1.5/289ths portion of each of the water rights described in Exhibit A and identified as nos. 37-481C, 37-482H, 37-483C, 37-577BT and 37-2630 in the records of the Idaho Department of Water Resources, and Grantor hereby assigns to Grantee a respective 1.5/289ths interest in and to water right claims A37-481C, A37-482H, A37-483C, A37-577BT and A37-2630, filed in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed this ____ day of _____, 2008.

SOUTH COUNTY ESTATES, LLC an Idaho
limited liability company

/s/ _____
By:
Its:

EXHIBIT "A" - 2

Z:\WPDATA\AJM\breck\south county estates purchase and sale agreement v2.DOC

EXHIBIT A

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-481C
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 3.014 CFS
PRIORITY DATE: 08/01/1882
POINT OF DIVERSION: T02W R18E S36 SE1/4 Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.014 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01W R19E S06 NE1/4	24.00	T01W R19E S06 Lot 6 NW1/4	33.00
T01W R19E S06 Lot 7 SW1/4	12.00	T01W R19E S06 SE1/4	39.00
T01W R19E S06 SW1/4	8.50	T01W R19E S07 NW1/4	31.00
T01W R19E S07 SE1/4	38.00	T01W R19E S07 SE1/4	15.00
T01W R19E S07 NE1/4	28.00	T01W R19E S07 SE1/4	5.50
T01W R19E S07 NE1/4	35.00	T01W R19E S07 NW1/4	20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482E, 37-481C, 37-483C, 37-577ET, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
1 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-577BT
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 2.200 CFS
PRIORITY DATE: 03/24/1883
POINT OF DIVERSION: TOWN RISE S36 SE1/4 Within BLAINE County
Water diverted from Headgate #48 delivered through District Canal.

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	2.200 CFS

PLACE OF USE:

IRRIGATION in BLAINE County					
TOWN RISE S06	NE1/4	24.00	TOWN RISE S06 Lot 6	NE1/4	31.00
TOWN RISE S06 Lot 7	SW1/4	12.00	TOWN RISE S06	SE1/4	39.00
TOWN RISE S06	SW1/4	0.50	TOWN RISE S07	NE1/4	31.00
TOWN RISE S07	SW1/4	30.00	TOWN RISE S07	SE1/4	15.00
TOWN RISE S07	NE1/4	20.00	TOWN RISE S07	SE1/4	5.50
TOWN RISE S07	NE1/4	35.00	TOWN RISE S07	NE1/4	20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-482C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
2 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-482H
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 3.012 CFS
PRIORITY DATE: 08/01/1884
POINT OF DIVERSION: TOWN R19E S36 SE1/4 Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.012 CFS

PLACE OF USE: IRRIGATION in BLAINE County

TOWN	RANGE	SECTION	NE1/4	NE1/2	SE1/4	SE1/2	SW1/4	SW1/2	QUANTITY
TOWN R19E	S06		NE1/4	24.00	TOWN R19E S06 Lot 6	NE1/4	31.00		
TOWN R19E	S06 Lot 7	SE1/4	12.00	TOWN R19E S06	SE1/4	39.00			
TOWN R19E	S06	SE1/4	8.50	TOWN R19E S07	NE1/4	31.00			
TOWN R19E	S07	SE1/4	38.00	TOWN R19E S07	SE1/4	15.00			
TOWN R19E	S07	SW1/4	28.00	TOWN R19E S07	SE1/4	5.50			
TOWN R19E	S07	NE1/4	35.00	TOWN R19E S07	NE1/4	20.00			

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BF, and 37-263D.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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(8), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
5 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-483C
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 15.086 CFS
PRIORITY DATE: 08/01/1902
POINT OF DIVERSION: TOWN RISE 536 SWNW Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	15.086 CFS
PLACE OF USE:		
<u>IRRIGATION in BLAINE County</u>		
TOWN RISE 506 NWSE	24.00	TOWN RISE 506 Lot 6 NWSE 32.00
TOWN RISE 506 Lot 7 SWSW	12.00	TOWN RISE 506 SESE 39.00
TOWN RISE 506 SWSE	2.50	TOWN RISE 507 NWSE 31.00
TOWN RISE 507 SENE	38.00	TOWN RISE 507 SESE 15.00
TOWN RISE 507 NENE	28.00	TOWN RISE 507 SESE 5.50
TOWN RISE 507 NESE	35.00	TOWN RISE 507 NWSE 28.00
289 ACRES TOTAL		

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
445

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-2630
 NAME AND ADDRESS: SOUTHERN COUNTY ESTATES LLC
 PO BOX 1539
 KEYCHUM ID 83340
 SOURCE: GROUND WATER TRIBUTARY:
 QUANTITY: 3.750 CFS
 1,011.50 AFY
 PRIORITY DATE: 02/02/1960
 POINT OF
 DIVERSION: TOLN R19E S6 NNNWSE Within BLAINE County
 PURPOSE AND
 PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.750 CFS 1,011.50 AFY

PLACE OF USE: IRRIGATION in BLAINE County

TOLN R19E S06	WSEW	24.00	TOLN R19E S06 Lot 6 NWSW	33.00
TOLN R19E S06 Lot 7 SWSW		12.00	TOLN R19E S06	SESW
TOLN R19E S06	SWSE	9.50	TOLN R19E S07	NNNE
TOLN R19E S07	SWNE	38.00	TOLN R19E S07	SENE
TOLN R19E S07	WENW	28.00	TOLN R19E S07	SESW
TOLN R19E S07	WSESE	35.00	TOLN R19E S07	NWSE

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577ET, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

EXHIBIT A
5 of 5

EXHIBIT "B"

Grant Deed

When Recorded Return To:

WATER RIGHTS GRANT DEED AND ASSIGNMENT

FOR VALUE RECEIVED, South County Estates, LLC, an Idaho limited liability company, whose address is P.O. Box 1539, Ketchum, ID 83340 ("Grantor"), does hereby grant, bargain, sell, and convey unto _____, whose address is _____ ("Grantee") and to Grantee's heirs, successors and assigns forever, all of Grantor's right, title and interest in and to the following water rights, to wit: a ____/289ths portion of each of the water rights described in Exhibit A and identified as nos. 37-481C, 37-482H, 37-483C, 37-577BT and 37-2630 in the records of the Idaho Department of Water Resources, and Grantor hereby assigns to Grantee a respective ____/289ths interest in and to water right claims A37-481C, A37-482H, A37-483C, A37-577BT and A37-2630, filed in the Snake River Basin Adjudication, Fifth Judicial District, in the State of Idaho, in and for the County of Twin Falls, Case No. 39576.

IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed this ____ day of _____, 2008.

SOUTH COUNTY ESTATES, LLC an Idaho
limited liability company

/s/ _____
By:
Its:

**LEGAL DESCRIPTION FOR BRECK PARCEL 1
(Belle Ranch Subdivision, South County Estates, LLC)**

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 6 AND SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER $\frac{1}{4}$ CORNER OF SECTION 6; THENCE N $89^{\circ}11'54''$ W, 2608.84 FEET ALONG THE $\frac{1}{4}$ SECTION LINE OF SECTION 6 TO THE WEST $\frac{1}{4}$ CORNER OF SECTION 6; THENCE ALONG THE SECTION LINE COMMON TO SECTION 6 AND SECTION 1 S $00^{\circ}04'55''$ E, 493.37 FEET; THENCE LEAVING SAID SECTION LINE S $30^{\circ}58'14''$ E, 1268.20 FEET TO THE TRUE POINT OF BEGINNING.

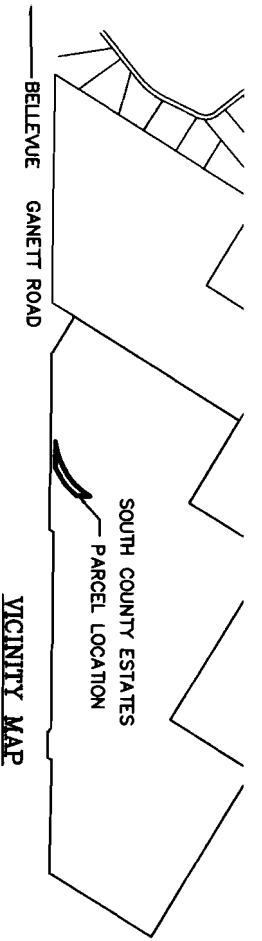
THENCE 896.35 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 983.94 FEET, A CENTRAL ANGLE OF $52^{\circ}11'45''$, AND A CHORD WHICH BEARS S $63^{\circ}52'44''$ E, 865.68 FEET;

THENCE S $59^{\circ}23'09''$ W, 175.49';

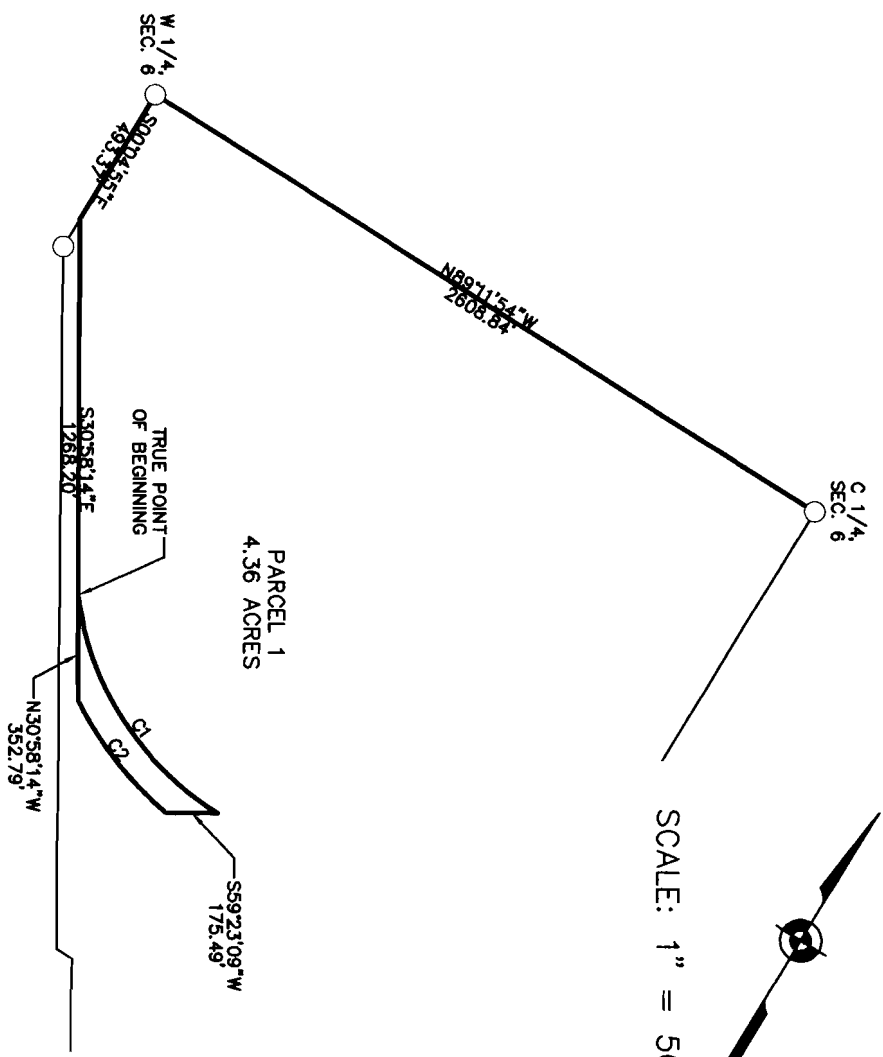
THENCE 479.26 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1083.94 FEET, A CENTRAL ANGLE OF $25^{\circ}20'00''$, AND A CHORD WHICH BEARS N $69^{\circ}18'09''$ W, 475.37 FEET;

THENCE N $30^{\circ}58'14''$ W, 352.79 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.50 ACRES, MORE OR LESS.



SCALE: 1" = 500'



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD
C1	896.35'	983.94'	481.98'	52°11'45"	865.66'
C2	479.26'	1083.94'	243.61'	25°20'00"	475.37'

Galena Engineering Inc.
 600 Second Avenue North
 Pocatello, Idaho 83440
 (800) 726-4726 fax
 email galena@galena-engineering.com

A LEGAL DESCRIPTION FOR A NON-IRRIGATED PARCEL, BRECK #1
 WITHIN S 6, T.1N., R.19E., B.M., BLAINE COUNTY, IDAHO
 PREPARED FOR SOUTH COUNTY ESTATES, LLC

PROJECT INFORMATION
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REUSE OF DRAWINGS
 This drawing, or any portion thereof, and the information contained herein, shall not be used for any other project without the written consent of Galena Engineering, Inc.