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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. 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)
29-07066					

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JAN 15 2009

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- The appropriate **FILING FEE**. See instructions for fee amounts.
 - 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**.
 - 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**
- 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)

AQUA LIFE INC
RT 5 BOX 5053
BUHL, ID 83316

4. New Owner/Claimant(s)

Rowland's INC
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

114 ROWLAND ROAD

City, State and ZIP Code

POCATELLO, ID 83204

New Telephone Number

(208) 251-2627 Email: Bob.Rowland@IDANE

5. Date you acquired the property OCT 1, 1962
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.

7. Signature(s) of New Owner(s) or Claimant(s) Rowland's Inc BO Bob Rowland, Pres.
(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 [Signature]
 Received by [Signature]
 Processed by AJ

Date 1-15-09
 Date 1-15-09
 Date 1-15-09

Receipt Amt. \$25.00
 Receipt No. E034719
 WR Date

Rowland's Inc.

-SINCE 1892-

1141 Rowland Road
Pocatello, ID 83204-7416

Phone: ~~(208) 251-1200~~ (208) 251-2627

January 15, 2009

Idaho Department of Water Resources
900 Nth Skyline Ste. A
Idaho Falls, Idaho 83402
Attn: Jonie Bard

OK Data Entered

Dear Jonie:

I have enclosed the following:

1. A completed IDWR "Notice of Change in Water Right Ownership" form
2. A copy of a B&W aerial photograph showing lands of Rowland's Inc.
3. A copy of a color aerial photograph showing lands of Rowland's Inc.
4. A copy of a topographic map indicating the point of diversion.
3. A copy of a Warranty Deed, instrument No. 391868

These documents are submitted in support of requesting a change to the records of the Idaho Department of Water Resources for Water Right Number 29-07066.

Presently, the current owner of Water Right Number 29-07066 is shown on the IDWR records as Thousand Springs Trout Farms Inc. The record should be corrected to show Rowland's Inc. as the owner of Water Right Number 29--07066.

The enclosed copy of a Warranty Deed, dated October 1, 1962 shows the transfer of property from individual Rowland family members to Rowland's Inc., a C corporation formed in 1962. This is the latest deed of record for the property relative to Water Right Number 29-07066. The Warranty Deed clearly shows that the SE1/4 of the SW1/4 of Section 6, Township 6 South, East of the Boise Meridian is the property of Rowland's Inc. The property within the SE 1/4 of the SW 1/4 is the site of a trout farm owned and operated by Rowland's Inc

The diversion point of 44.77 cfs of Baptiste Spring for Water Right Number 29-07066 is in the SE1/4 of the SW1/4, Section 6 South, Range 34 EBM, Power County. The coordinates are : 42°55'27" N, 112°31'65" W. This diversion is for the propagation of fish.

Please note that the enclosed maps, etc. show variable spellings for the source water, i.e. Baptiste, Batiste & Batise. I believe the spelling "Batise" is the correct one as it is shown on documents that I have that are dated prior to 1900.

Thank you for your attention to this matter.

Rowland's Inc


Bob Rowland, President

391868

WARRANTY DEED

THIS INDENTURE, made this 1st day of October 1962, between Verley C. Rowland and Ethel R. Rowland, husband and wife, Thomas B. Rowland and Opal E. Rowland, husband and wife, and Margaret H. Rowland, a single person, all of Pocatello, County of Bannock, State of Idaho, the parties of the first part, and Rowland's, Inc., of Pocatello, County of Bannock, State of Idaho, the party of the second part;

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America, and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Bannock and County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

TRACT 1: Beginning at corner No. 1, which is a blue lava stone 20" x 14" x 6" marked with an "X" on top and set 12" in the ground on the N and S center line of Section six (6), Township six (6) South, Range thirty-four (34) E. B. M. at a point seven hundred and sixty-seven (767) feet southerly from the South one-sixteenth (1/16th) Section corner on the said center line; running thence Southerly on the half section line six hundred and sixty-one (661) feet to the quarter section corner, which is corner No. 2; thence easterly on the section line between Section Six (6) and Section Seven (7), six hundred seventy-eight (678) feet to corner No. 3, which is a pink quartzite stone 16" x 16" x 10" marked with an X on top and set 12" in the ground; thence in a northwesterly direction nine hundred seventy-nine and eight-tenths (979.8) feet to corner No. 1, the place of beginning, the same being a part of the Southwest quarter (SW 1/4) of the South east Quarter (SE 1/4) of Section six (6), Township Six (6) South, Range thirty-four (34) E. B. M. and containing five and fifty-one hundredths (5.51) acres, more or less.

TRACT 2: Beginning at corner No. 1, which is a blue lava stone 18" x 11" x 7" marked with an "X" on top and set 12" in the ground at a point on the west boundary line of Line one, (1), Section Seven (7); Township six (6) South, Range thirty-four (34) E. B. M. seven hundred and three (703) feet south of the Northwest Corner of said Lot one (1); running thence South on the one-sixteenth (1/16th) Section line forming the west boundary of said Lot one (1), seven hundred sixty-four and five tenths (764.5) feet to the southwest corner of said Lot one (1) which is corner No. 2; thence east on the North one-sixteenth (1/16th) section line of Section seven (7), twelve hundred and forty-one feet (1241) to the southeast corner of said Lot one (1), which is corner No. 3; thence north on the section line thirty-three (33) feet to corner No. 4 which is a blue lava stone 8" x 12" x 21" set 12" in the ground

391868

and marked with an "X" on top; thence westerly on a line parallel to the North one-sixteenth (1/16th) section line and thirty-three (33) feet north thereof, four hundred eighteen and two tenths (418.2) feet to corner No. 5, which is a blue lava stone 7" x 11" x 18" set 12" in the ground and marked with an "X" on top; thence in a Northwest-erly direction eleven hundred and ten (1110) feet to the place of be-ginning, the same being a part of lot one (1), of Section seven (7), Township six (6) South, Range thirty-four (34) E. B. M. and contain-ing seven and eighty-five hundredths (7.85) acres more or less.

The intention being to convey hereby all of that portion of Lot one (1), Section Seven (7), and all that portion of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section six (6), Township six (6) South, Range thirty-four (34) E. B. M. lying on the Southwestern side of a straight line connecting corners 1 and 3 of Tract 1, and corners 1 and 5 of Tract 2, as hereinbefore described, and also a strip thirty-three (33) feet wide along the south line of said Lot one (1) extending to the east boundary line thereof.

Subject to a right of way and easement along and through the lands hereinbefore described as Tract No. 2, for the purpose of laying and maintaining a pipe line from the springs on said land, or from the Portneuf River on said land to the adjoining lands owned by William P. Havenor, and also the right to construct and maintain on said land a pump house or engine house not to exceed twenty (20) feet square, provided that the said William P. Havenor or his assigns shall not interfere with the free use and enjoyment of said land for agricul-tural purposes by the said party of the second part and its assigns.

Also the Lot numbered two (2) of Section Seven (7) in Township six (6) South of Range thirty-four (34) E. B. M. containing fourty-four and eighteen hundredths (44.18) acres; save and except that portion of the said Lot 2 described as follows:

Beginning at a point the the N 1/16 line of said Section 7, said point bearing S 89° 43' E, a distance of 595.05 feet from the N 1/16 corner on the Meridional Centerline of said Section 7; thence continuing S 89° 43' E., along said N 1/16 line 85.80 feet; thence N 12° 05' E 254.45 feet; thence N 67° 55' W 131.95 feet; thence S 3° 09' W 298.35 feet, more or less, to the point of beginning; containing 0.67 acre, more or less.

Also the Lot numbered three (3) of Section seven (7) and the south-east quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section six (6) in Township six (6) south of Range thirty-four (34) E. B. M. containing eighty-three and seventy-four hundredths (83.74) acres.

Also the Lot four (4) Section seven (7), Township six (6) South, Range thirty-four (34) East of the Boise Meridian; also Lot seven (7) Section six (6), Township six (6) South of Range thirty-four (34) East of the Boise Meridian, containing eighty-seven and fifty-four hundredths (87.54) acres

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to its successors and assigns forever and the said parties of the first part warrant the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against the said parties of the first part, and their heirs and assigns and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas B Rowland
Opal E. Rowland
Verley C. Rowland
Ethel R. Rowland
Margaret H. Rowland

STATE OF IDAHO)
) SS:
COUNTY OF BANNOCK)

On this 3 day of May 1963, before me a Notary Public in and for said County and State, personally appeared Verley C. Rowland and Ethel R. Rowland, husband and wife, Thomas B. Rowland and Opal E. Rowland, husband and wife, and Margaret H. Rowland, a single person, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Wesley S. Menick

and their heirs and assigns and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas B. Rowland

Opal E. Rowland

Verley C. Rowland

Ethel R. Rowland

Margaret H. Rowland

STATE OF IDAHO)
COUNTY OF BANNOCK) SS:

On this 3 day of May 1963, before me a Notary Public in and for said County and State, personally appeared Verley C. Rowland and Ethel R. Rowland, husband and wife, Thomas B. Rowland and Opal E. Rowland, husband and wife, and Margaret H. Rowland, a single person, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Lesly Merrill

NOTARY PUBLIC for the State of Idaho
Residing at Pocatello, Idaho

-3-

391868

RECORDED AT REQUEST OF

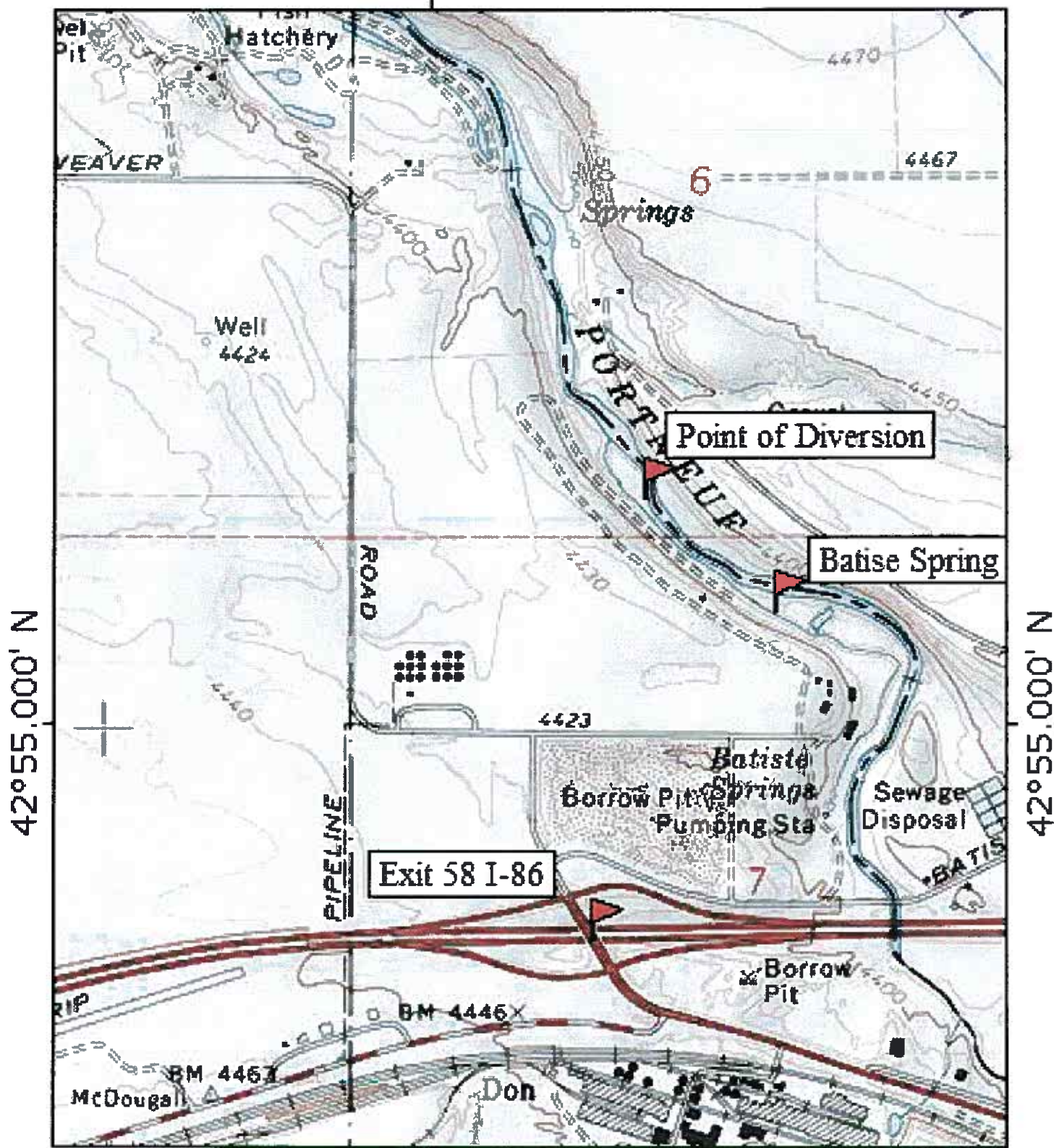
Merrill & Merrill

Spaulding Bldg.-Pocatello

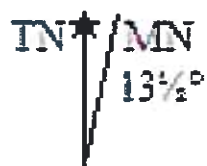
MAY 13 2 11 PM '63

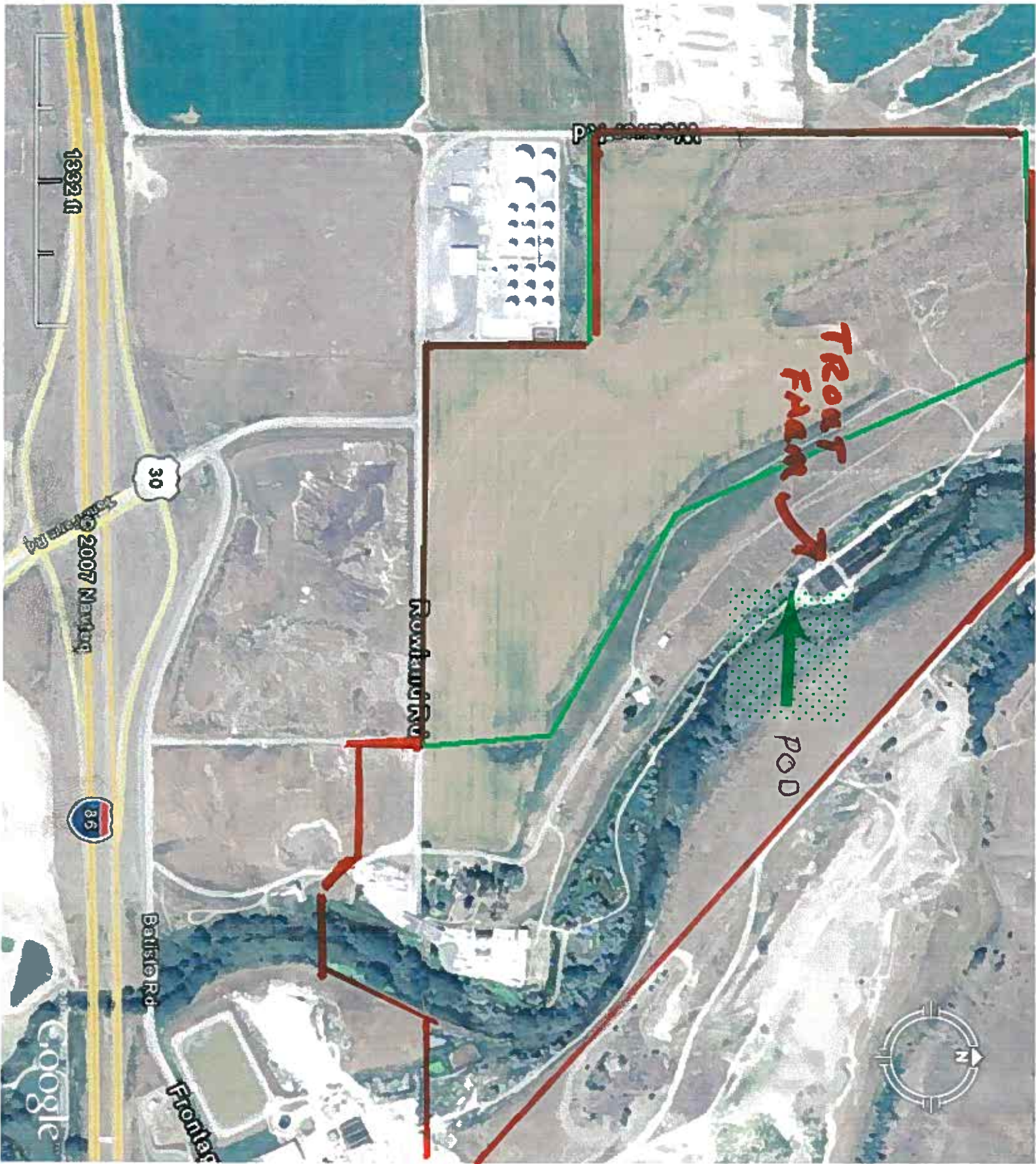
OFFICIAL RECORD BK. NO. 177
BANNOCK COUNTY, IDAHO
CLERK OF COUNTY CLERK

Map printed on 01/15/09 from "Idaho.tpo" and "Untitled.t
WGS84 112°32.000' W



WGS84 112°32.000' W





TROUT FARM

POD



30

1332 ft

2007 Mapping

Frontier

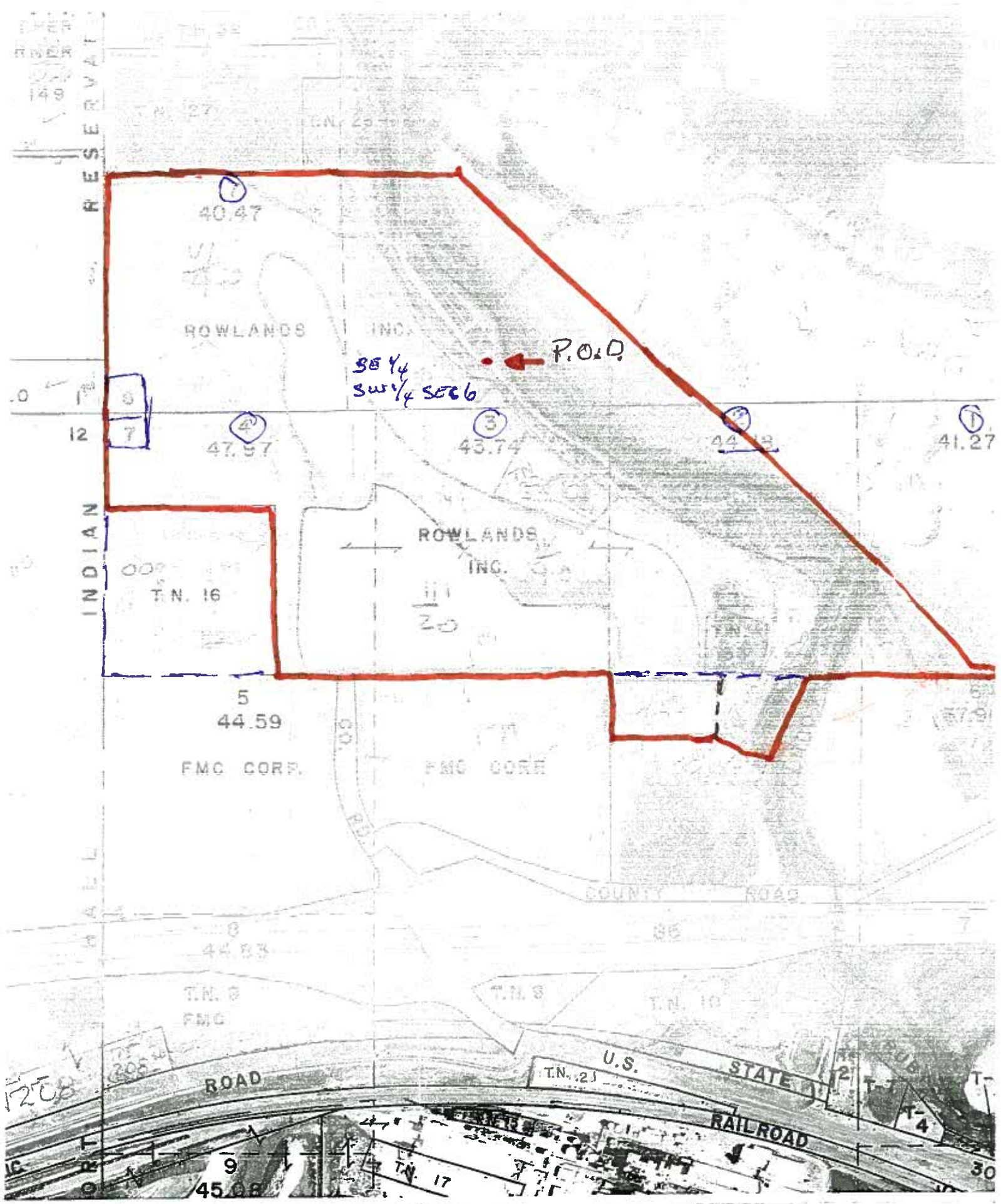
Battista Rd



2007 Mapping



Google



INDIAN RESERVATION

ROWLANDS INC.

S8 1/4 SW 1/4 SEC 6

P.O.D.

T.N. 16

ROWLANDS INC.

FMC CORP.

FMC CORP.

COUNTY ROAD

U.S. STATE

RAILROAD

T.N. 8 FMC

T.N. 9

T.N. 10

T-1

T-4

T.N. 17

30

January 30, 2009

Rowland's Inc.
1141 Rowland Road
Pocatello, Idaho 83204

Idaho Department of Water Resources
900 Nth Skyline Drive
Idaho Falls, Idaho 83402
Attn: Jonie Barg

Ref: Water Right No. 29-7066

Dear Jonie:

You recently informed me that my request to change the water right ownership for the above referenced water right could not be completed without providing documentation that the current owner of record, (Aqua Life Inc.) did not have standing to claim ownership. You indicated that the basis for the water right claim was a lease of the property between the property owner (Rowland's Inc.) and Aqua Life Inc., the lessee. There was in fact a lease in place between Rowland's Inc. and Aqua Life Inc. at the time the claim to the water right was made by Aqua Life. That lease did not stipulate that Aqua Life Inc. had the right to transfer the ownership but nonetheless it was transferred by the IDWR to Aqua Life Inc. That lease terminated nearly twenty years ago, copies of which have since been destroyed.

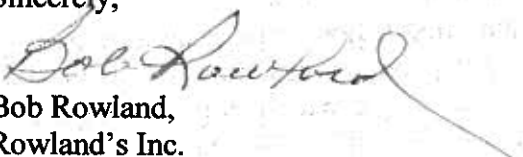
However, there have been two subsequent leases executed between Rowland's Inc. and lessee's other than Aqua Life Inc. that simply could not have been entered into had any lease been in effect between Rowland's Inc. and Aqua Life Inc. In fact, the lease between Rowland's Inc. and Rangen Inc. dated January 16, 1995 stipulates that Rowland's Inc. did have a prior lease with another party but that the prior lease is completely terminated & that no extensions, options or renewals were provided to the prior lessee.

Upon termination of the lease with Rangen Inc. in 1999 Rowland's Inc. operated the trout farm, located on the property where the water is diverted for fish propagation under water right 29-7066, for a period of five years. On September 1, 2005, Rowland's Inc. leased the property to another lessee, Dutch Boy Farms. That lease remains in effect today.

I am enclosing copies of portions of the lease agreements between [Rangen Inc. & Bob Rowland] and [Rowland's Inc. and Dutch Boy Farms], to document their existence and to provide evidence that Aqua Life Inc. has no standing for claiming ownership of water right 29-7066.

I trust this information will be sufficient for your department to complete the transfer of ownership as requested on January 15, 2009.

Sincerely,


Bob Rowland,
Rowland's Inc.

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FEB 02 2009

Department of Water Resources
Eastern Region

FISH POND LEASE

COPY

THIS LEASE, Made and entered into the date first subscribed hereinbelow by and between Rangen, Inc., of Buhl, Idaho hereinafter referred to as "RANGEN", and Bob Rowland of Pocatello, Idaho, hereinafter referred to as ROWLAND.

WITNESSETH:

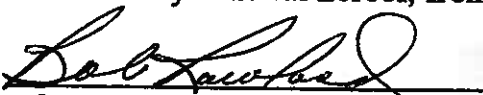
1. PROPERTY LEASED:

a. **Description.** ROWLAND hereby leases to RANGEN, to occupy and use for aquacultural and related purposes, the following site located on the described Real Property and fish ponds thereon and all water, water rights and uses associated therewith, together with adequate access to said Real Property, located in Power County, Idaho, hereinafter referred to as the "Real Property", legally described as follows:

ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

b. **Warranties.** ROWLAND warrants that he has the right to lease said Real Property including the water rights related thereto and will defend RANGEN's possession and use against any and all persons whomsoever. ROWLAND warrants that the water flows at a rate of between 30 to 35 cubic feet per second (30-35 c.f.s.), but that an actual measurement has not been made by either ROWLAND or RANGEN. The flow rate as observed by RANGEN appears adequate to provide sufficient flow for the facility. RANGEN and ROWLAND shall jointly measure the flow on or before January 1, 1995 to determine the actual flow rate. ROWLAND agrees that if the flow rate drops by a factor of ten percent (10%) or greater during the term of this lease or any renewal hereof, from


CHRISTOPHER T. RANGEN, RANGEN, INC.


BOB ROWLAND

RANGEN will provide its own liability insurance including worker's compensation insurance on RANGEN employees, and shall include ROWLAND as an additional insured on its general liability insurance as the Landlord, as the policy so allows.

6. MAJOR REPAIRS, INSURANCE AND FAILURE OF PONDS:

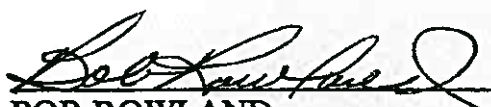
ROWLAND agrees to perform at his expense any major repairs of the ponds not caused by acts of RANGEN including those caused by acts of God or acts of third parties beyond RANGEN's control, including cement work, metal structure repair, and road grading, graveling and repair.

ROWLAND agrees to provide general liability insurance for any activities he performs on the Real Property and name RANGEN as an additional insured on any such policy. Any work performed by ROWLAND on the premises whether compensated by RANGEN or not, shall be done by ROWLAND as an independent contractor and not as an employee of RANGEN.

In the event the ponds become unusable for propagation of fish due to any cause whatsoever this lease shall be terminable by RANGEN at its option and RANGEN shall owe no damages nor further rent. In the event the ponds become partially unusable for propagation of fish RANGEN may at its option, continue to use the usable portion thereof and rent shall be abated and reduced pro rata accordingly.

7. PRIOR LEASE: The parties acknowledge that ROWLAND has had a lease with another party. ROWLAND warrants that the prior lease is completely terminated. That no extensions, options or renewals were provided to the prior lessee.

 11/14/95
CHRISTOPHER T. RANGEN, RANGEN, INC.


BOB ROWLAND

that purpose and agrees that any fish so stocked in the stream during the term of this lease will be purchased exclusively from RANGEN. RANGEN agrees to offer the fish to ROWLAND at RANGEN's most favorable price.

DATE: January 16, 1995

DATE: JANUARY 12, 1995

RANGEN, INC.

By Christopher T. Rangen 1/16/95
CHRISTOPHER T. RANGEN
Its Chief Executive Officer

Bob Rowland
BOB ROWLAND

EXHIBIT "A"

Tract I:

A tract of land in SE1/4SW1/4, Section 6, T. 6 S., R. 34 E.B.M. Power County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of SE1/4SW1/4, Section 6, T. 6 S., R. 34 E.B.M., which is a stone with "X" cut on the top, thence

S 17°05'30" E, 403.39 feet; thence

S 21°06'00" E, 351.66 feet; thence

S 27°57'30" E, 218.50 feet; thence

S 38°30'00" E, 338.73 feet; thence

S 44°46'00" E, 196.20 feet; thence

N 52°57'30" E, 95.70 feet, more or less, to the Westerly bank of Portneuf River, which point is a "X" cut on a large rock; thence in the Northwesterly direction along the Westerly bank of Portneuf River, 1405.00 feet, more or less, to the north line of SE1/4SW1/4 of said Section 6; thence N 88°40' W along the North line of SE1/4SW1/4 of said Section 6 136.10 feet, more or less, to Point of Beginning and contains 6.00 acres, more or less.

Tract II:

A tract of land in SE1/4SW1/4 Section 6, T. 6 S., R. 34 E.B.M., Power County described as follows:

Beginning at corner 1 which to the northwest corner of SE1/4SW1/4 Section, T. 6 S., R. 34 E.B.M. which is a stone with "X" cut on the top thence: S. 17°05'30" E. 403.38' which is corner No. 2, thence in a westerly direction 118.56' to a point on the N/S center line between the SE1/4SW1/4 and lot 7 of Section 6, T. 6 S., R. 34 E.B.M. 385.57' south on said centerline from the northwest corner of the SE1/4SW1/4 which to corner No. 3, thence north on said line 385.57' to a corner 1, the point of beginning. Containing .52 acres more or less.

Tract III:

Also a tract of land in lot 7, Section 6, T. 6 S., R. 34 E.B.M., Power County described as follows:

Beginning at corner 1 of which is the NW corner of SE1/4SW1/4 Section 6, T. 6 S., R. 34 E.B.M., which is a stone with "X" cut on the top, thence, N. 88°40' W. along the north line of lot 7 of said Section 6, 1337' more or less to the S 1/16 corner of said Section 6, which is corner 2, thence; South along the N/S line between lot 7 section 6 R. 34 E.B.M. and Section 1 R. 33 E.B.M. 35' which is corner 3, thence; S. 88°40' E. 800' which is corner 4, thence; in a southeasterly direction 641.30' to a point 385.57' on the N/S centerline between SE1/4SW1/4 Section 6, R. 34 E.B.M. south of the N/W corner of SE1/4SW1/4 which is corner 5, thence; north on said center line 385.57' to corner 1, the point of beginning, said tract containing 3.23 acres more or less.


CHRISTOPHER T. RANGEN, RANGEN, INC.


BOB ROWLAND

LEASE AGREEMENT

THIS AGREEMENT is made and entered into on the most recent date recited on the signature page by and between Johannes A.D. Lambregts and Marsha J. Lambregts, husband and wife, residing at 1978 Danbury Circle, Idaho Falls, Idaho hereinafter referred to as "Tenant" and Rowland's Inc. of Pocatello, Idaho, hereinafter referred to as "Landlord."

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises. Upon the terms and conditions herein specified, Landlord hereby leases to Tenant, to occupy and use for aquaculture and related purposes, that certain parcel of real property ("Premises"), located in Power County, Idaho and more particularly described as follows:

See Exhibit "A" attached hereto

together with all appurtenances. The Premises include the fish ponds thereon and all water, water rights and uses associated therewith; adequate access to the Premises; and a building which includes an office, garage and feed storage room. The Premises do not include the "shop" located within the building. Landlord shall use the shop for storage of Landlord's tools and equipment. Landlord also retains the right to enter the building to access the shop at all reasonable times. The former hatchery house is no longer useable and is also specifically excluded from this lease.

2. Description of Personal Property. In addition to the Premises, Tenant hereby leases from Landlord the following described personal property ("Personal Property"): A & B Block raceways (24), C Block raceways (8) (not useable for fish propagation), powered moss removal conveyor, Massey/Fergusson 135 tractor, trailer with tilt bed, bird netting over A&B block, dam boards, screens & walkways and two bulk feed bins with conveyors. The Massey/Fergusson 135 tractor is not intended for roadway use or operation. The AA raceways are no longer useable and are specifically excluded from this lease.

3. Warranties. Landlord represents that it has the right to lease the Premises and will defend Tenant's possession and use against any and all persons whomsoever. Landlord believes that the water flows at a rate of between 20 to 35 cubic feet per second (~~20~~²⁵ 35 c.f.s.) but no actual measurement has been made by either Landlord or Tenant. The flow rate as observed by Tenant appears adequate to provide sufficient flow for the facility. Landlord further represents that all

of the stream for that purpose and agrees that any fish so stocked in the stream during the term of this lease will be purchased exclusively from Tenant. Tenant agrees to offer the fish to Landlord at Tenant's most favorable price.

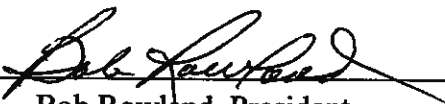
- d. Landlord currently owns an undetermined number of rainbow, brown, cutthroat, cutbow and golden trout that are on the leased property. Tenant will reserve one (1) A block raceway and one (1) B block raceway for Landlord to continue to raise said fish for Landlord's use. Landlord will not sell any of its fish to a third party. Landlord shall provide all the feed necessary to maintain said fish. Tenant agrees to feed Landlord's fish on a schedule determined by the Landlord.

IN WITNESS WHEREOF, the parties have executed this lease on the dates recited below.

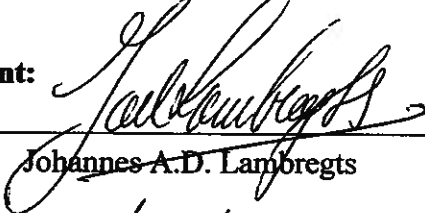
Landlord:

Rowland's Inc.

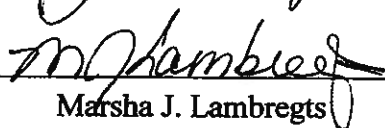
Date: 8/23/05

By: 
Bob Rowland, President

Date: 8/23/05

Tenant: 
Johannes A.D. Lambregts

Date: 8/27/05


Marsha J. Lambregts