

Water Supply Bank No. _____

Water Right No. 63-8513

RECEIVED

SEP 21 2006

Department of Water Resources

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

Name of Seller/Lessor David N. Bayless and Eunice J. Bayless Phone 208-938-0302

Post office address 3425 W. Beacon Light Rd., Eagle, ID 83616

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. n/a Decreed to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____ (Name of court)
- b. License No. 63-8513 issued by the Idaho Department of Water Resources.
- c. Permit No. n/a issued by the Idaho Department of Water Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease, show "all" on line a. below and skip the remainder of part 2.)

- a. Amount of water under right: _____ cubic feet per second &/or
43.08 acre-fee per annum
- b. Point of diversion: NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 31 Township 4N Range
1E, B.M. in Ada County.
Additional points _____

c. Place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	31									22	14							36

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres 36

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

This application seeks to rent that portion of Water Right No. 63-8513 used on Section 31, as described above. See Appendices A and B.

- b. Describe the frequency of water user under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years.)

See Appendices A and B.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

This is a ground water right. See Appendices A and B.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe

Portions of the property were served by Settlers Irrigation Company water.

The property has not been irrigated since the 2003 irrigation season.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

The water right has been licensed.

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

See Appendices A and B.

5. SALE/LEASE AGREEMENT

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

 x For sale;

 x For lease for a period from Indefinite to Indefinite
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite," if the total duration of lease is unknown); or

 As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate."

\$50 per acre (\$480 total) per year, not to exceed 2 years, or \$10,000 per acre (\$96,000 total) for permanent sale.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities to off this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

9-19-06
Date

Daniel M. Bayless
Signature

9-19-06
Date

Erin Bayless
Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____
Watermaster recommendation requested on _____ Received _____
Recommended for _____ approval _____ denial _____ by _____

Appendix A

Additional Information

Water Right No. 63-8513 served a total of 96 acres in sections 31 and 36. The Baylesses leased the land in section 36 (56 acres), and owned the land in section 31 (36 acres). This Water Bank application addresses only the portion of Water Right No. 63-8513 that was used in section 31. The Baylesses may submit another Water Bank application for that portion of Water Right No. 63-8513 used in section 36.

With respect to that portion of Water Right No. 63-8513 used in section 31 (the subject of this application), a portion is a primary irrigation right (3 acres) and a portion is a supplemental right (33 acres). In addition, 2.62 acre-feet per year was used for stock watering.

The allocation between primary and secondary sources is set out in the spreadsheet in Appendix B. This allocation was based on information provided by the applicant based on personal knowledge. If requested by the Department, the applicant is prepared to provide an affidavit based on personal knowledge to support this allocation.

On 4-16-2001, the Baylesses entered into a purchase and sale agreement with GL Voigt Development Co., Inc. (copy attached). The purchase and sale agreement provided that the Baylesses would retain water rights associated with section 31. In accordance with the purchase and sale agreement, the property was sold to GL Voigt Development Co. in two parcels via two deeds dated 10-10-2001 and 1-28-2004, respectively (copies attached). The retention of the subject ground water right by the Baylesses is confirmed in by the separate Water Right Quitclaim Deeds from GL Voigt Development Co. and its associated company, Sundance Limited Company, to David N. Bayless and Eunice J. Bayless, both of which are dated 6-6-2006 (copies attached).

The subject water right was used for irrigation purposes through the 2003 irrigation season, with the permission of GL Voigt Development Company. The subject property was a dairy farm operated by the Bayless family. In addition to stock watering, the Baylesses grew corn, hay, and grain on the property, all of which was used on site in connection with the dairy operation. Subsequent to the Fall of 2003, the ground water right has not been used. The well has now been capped.

The Baylesses offer for lease and rental the entire water right (including the irrigation and stock water components).

Attachments:

1. 4-16-2001 Purchase and Sale Agreement
2. 10-10-2001 Deed from Baylesses to GL Voigt Development
3. 1-28-2004 Deed from Baylesses to GL Voigt Development
4. 6-6-2006 Deed from GL Voigt Development to Baylesses
5. 6-6-2006 Deed from Sundance Limited Company to Baylesses

Fr. Maylin
Needs by whenever

Nanette FA-147211



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

COPY



1 **ID#** 45970

2 **1. REAL ESTATE OFFICES:**

3 Listing Agency N/A Selling Agency N/A

4 Listing Agent Name N/A Selling Agent Name N/A

5 Phone # (Office) _____ (Home) _____ Phone # (Office) _____ (Home) _____

6 **2. REPRESENTATION CONFIRMATION:**

7 In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

8 Listing broker acted as a(n) _____ For the buyer.

9 Selling broker acted as a(n) _____ For the buyer.

10 In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

11 Listing broker acted as a(n) _____ For the Seller.

12 Selling broker acted as a(n) _____ For the Seller.

13 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.

14 **EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.**

15 **3. BUYER:** GL VOIGT DEVELOPMENT CO. INC.

16 to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property,"

17 **4. PROPERTY ADDRESS AND LEGAL DESCRIPTION:** The Property commonly known as 3260 Meridian Rd

18 City of Meridian County of ADA Idaho legally described as:

19 To Be Attached

20 **5. PRICE/TERMS:** Total Purchase Price is One Million Two Hundred Twenty Thousand (\$1,220,000)

21 a) \$ 50,000 down on \$1,220,000 cash down payment, including Earnest Money deposit.

22 b) \$ 1,240,000 Closing Balance of the purchase price to be paid as follows: CASH ON CLOSING

23 PURCHASE PRICE IS \$1,230,000 PER ACRE

24 **6. EARNEST MONEY:**

25 a) Buyer hereby deposits as Earnest Money and a receipt in hereby acknowledged of FIFTY THOUSAND \$50,000

26 Dollars (\$ 50,000). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or _____

27 b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by SELLER

28 for the benefit of the parties hereto. The responsible Broker shall be N/A

29 **7. INCLUDED ITEMS:** All attached floor coverings, attached television antennae, satellite dishes and receiving equipment, attached plumbing,

30 bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery,

31 water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges

32 (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all,

33 if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale

34 unless otherwise provided herein.

35 Other items specifically included in this sale:

36 Items specifically excluded in this sale: HOUSES - GRANGER AND ALL PERSONAL

37 PROPERTY TO BE REMOVED BY SELLER

38 **8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:** The closing of this transaction is contingent upon written satisfaction

39 or waiver of the following conditions:

40 SELLER TO REMAIN USE OF THE FIVE ACRES IN THE

41 SOUTHWEST CORNER THROUGH APRIL 03

42 BUYER TO DO A SURVEY - SELLER TO GRANT ACCESS &

43 COORDINATE WITH BUYER FOR CITY APPROVALS & ENGINEERING

44 SELLER MAY GRANT ACCESS WELL PERMIT

45 Buyer will have until _____ to satisfy or waive all conditions and/or contingencies.

46 **9. TITLE COMPANY/CLOSING AGENCY:** a) The parties agree that FIRST AMERICAN Title Company shall provide any

47 required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be FIRST AMERICAN.

48 Each party agrees to pay one-half of the Closing Agency's fee.

49 **10. TITLE INSURANCE:** SELLER to pay for a standard Owner's or Purchaser's Title Policy premium in this

50 transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by N/A

51 Title Company to provide all parties to this Agreement with a preliminary Title Report on or before MAY 1, 2001. Buyer shall have

52 until 5-15-01 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title,

53 Seller shall have a reasonable time, not to exceed 30 business day(s), to cure any defects of title or provide affirmative Title Insurance

54 coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing,

55 taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title.

56 In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable

57 deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer.

58 The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials (initials) Seller's Initials (initials)

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- 176 PROPERTY ADDRESS: 3860 Meridian ID# 45970
- 177 11. ESCROW/COLLECTION: If a long term escrow/collection is involved, then the escrow/collection holder shall be _____
- 178 Each party agrees to pay one-half of escrow/collection fees.
- 179 12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary
- 180 to complete the sale. The closing date shall be no later than OCTOBER 1, 2001. "Closing Date" means the date on which
- 181 all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
- 182 13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or CLOSING
- 183 Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on loans,
- 184 encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or CLOSING.
- 185 Any tenant deposits held by Seller shall be credited to Buyer at closing.
- 186 14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
- 187 or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon
- 188 the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf
- 189 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
- 190 fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided
- 191 that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and
- 192 agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not
- 193 be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred
- 194 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance,
- 195 escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
- 196 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be
- 197 returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's
- 198 fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.
- 199 15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event
- 200 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received
- 201 by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any
- 202 proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into
- 203 a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
- 204 16. TITLE CONVEYANCE: Title of Seller is to be conveyed by warranty deed or W/A deed, and is to be
- 205 marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances
- 206 of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
- 207 17. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to
- 208 closing by Agreement, this Agreement shall be voidable at the option of Buyer.
- 209 18. CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will
- 210 assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and
- 211 tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be
- 212 in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
- 213 19. INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker
- 214 or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and
- 215 knowledge obtained from Buyer's own investigation or personal inspection of the Property.
- 216 20. ADDITIONAL PROVISIONS: Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an
- 217 Addendum consisting of W/A page(s).
- 218 21. NOTARY PUBLIC: It is recommended signatures be notarized with a notary statement attached hereto.
- 219 22. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
- 220 warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein
- 221 set forth.
- 222 23. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- 223 24. ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) 4-20-01 and (Time) _____
- 224 If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

225 25. OTHER TERMS:

226 _____

227 _____

228 _____

229 _____

230 _____

231 _____

232 _____

233 _____

- 234 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer Addendum(s) attached.)
- 235 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

236 Buyer Signature [Signature] Buyer Signature X

237 Buyer (Print Name) _____ Buyer (Print Name) _____

238 Date 04-16-01 Time _____ Phone 208-529-6000 Time _____ Phone # _____

239 Address 1908 Bismarck Address _____

240 City Boise State ID Zip 83403 City _____ State _____ Zip _____

241 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms

242 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

- 243 ☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)
- 244 ☐ SEE ATTACHED COUNTER OFFER(S)

245 Seller Signature [Signature] Seller Signature [Signature]

246 Seller (Print Name) DAVID M. BAYLES Seller (Print Name) DAVID M. BAYLES

247 Date 4-16-01 Time _____ Date 4-16-01 Time _____

248 Address _____ Address _____

249 City _____ State _____ Zip _____ City _____ State _____ Zip _____

250 Hm. Ph. _____ Bus. Ph. _____ Hm. Ph. _____ Bus. Ph. _____

251 A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises,

252 is hereby received on this 16th Day of APRIL 19 2001.

253 Buyer's Initials [Signature]

254 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and

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258 C-RE 21 Revised - 12/97

259 Page 2 of 2

ADDENDUM #1 TO PURCHASE AGREEMENT #45970**1. OTHER TERMS & CONDITIONS:**

- A. Both Buyer and Seller have received copies of the Phase I Environmental Review prepared by Langston-Williams and dated August 24, 2001. This report has identified areas of discolored soils resulting from leakage of above ground storage tanks, drums, containers, and equipment. In addition a burn/trash pit was identified.
- B. Per the report, these areas need to be cleaned up and the contents properly disposed of and a Phase II Environmental Review needs to be conducted to determine if the soils and/or ground and surface water have been impacted by the above referenced materials.
- C. Buyer and Seller hereby agree to close October 10, 2001 on a portion of the property, comprised of approximately 38.103 acres (legal description attached as exhibit A). Seller agrees to cooperate with Buyer in the platting of the entire parcel, whether closed or not closed, including but not limited to, authorization to proceed with the plat, signing of the plat, and other related agency approvals and signatures. Buyer agrees to indemnify Seller from any costs associated with said platting.
- D. Per the original terms of the agreement Seller retains the use of the 4.614 acres (legal description attached as Exhibit B) in the southwest corner (houses, outbuildings and corrals, and surrounding area) until April 3, 2003. Buyer and Seller agree to extend the closing date on this 4.614 acres to April 3, 2003 and/or until such time that the Seller has removed and cleaned up any potential contaminating materials and/or soils and the Seller has conducted a Phase II Environmental Review that shows no adverse environmental impact on the property.
- E. The Seller further agrees that the closing of this 4.614 acres is contingent upon a satisfactory Phase II Environmental Review Assessment to be approved and paid for by Buyer. Should the Seller fail to perform the cleanup specified in Item D above by April 3, 2003; then the Buyer has the right to perform said cleanup and deduct the cost of cleanup from the purchase price of the 4.614 acres. Closing to occur within 10 days of a satisfactory Phase II Environmental Review Assessment

38.103 x 30,000

AGREED AND ACCEPTED:

1,143,090.00

BUYER: 
Gary L. Voigt10-8-01
DATE

SELLER: David N. Bayless

DATE

SELLER: Eunice J. Bayless

DATE

Seller Initials _____

Buyer Initials 

001 08 01 11:03a

VOIGT DEVIS 10/04/01

100 000 0000

**DESCRIPTION FOR GARY VOIGT
BAYLESS PARCEL 2**

October 4, 2001

A parcel of land being a portion of the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the northwest corner of the SW ¼ of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence S 0°50'16" W 395.76 feet along the west line of the SW ¼ to the **REAL POINT OF BEGINNING** of this description;

Thence S 89°35'39" E 600.00 feet to a point;

Thence S 0°50'16" W 335.00 feet to a point;

Thence N 89°35'39" W 600.00 feet to a point on the west line of the SW ¼;

Thence N 00°50'16" E 335.00 feet to the **REAL POINT OF BEGINNING** of this description, said parcel containing 4.614 acres, more or less.

Michael E. Marks, P.L.S. No.4998



EXHIBIT "B"

14
FA-142934

RECORDED-REQUEST OF



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

FEE \$600 DEPUTY *[Signature]*

2001 OCT 10 PM 4:36
WARRANTY DEED

101105428

FIRST AMERICAN

For Value Received

David N. Bayless and Eunice J. Bayless, who acquired title as Eunice J. Bayless, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

G.L. Voigt Development Co., an Idaho corporation

hereinafter referred to as Grantee, whose current address is

P.O. Box 2044, Idaho Falls, ID 83403-2044

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: October 9, 2001.

[Signature of David N. Bayless]
David N. Bayless

[Signature of Eunice J. Bayless]
Eunice J. Bayless

STATE OF IDAHO)

ss.

COUNTY OF Ada)

On This 10 day of October, in the year 2001, before me, a Notary Public in and for said State, personally appeared David N. Bayless and Eunice J. Bayless, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.



[Signature of Markete Robinson]
Notary Public of Idaho
Residing at Nampa
Commission expires: 4/26/2007

First American Title Company of Idaho

EXHIBIT "A"

FA-142934

A parcel of land being a portion of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, the REAL POINT OF BEGINNING of this description; thence

South 89°49'38" East 2400.30 feet (formerly 2416.26) to the Northeast corner of the Southwest Quarter; thence

South 0°42'08" West 1024.91 feet (formerly 1015 feet) along the East line of the Southwest Quarter to a point on the South side of a fence corner as described in Instrument No. 8207560; thence

North 79°44'16" West 298.16 feet (formerly North 78°21' West 301 feet) to a point; thence

North 33°21'39" West 280.71 feet (formerly North 33°48" West) to a point on the South side of a fence corner as described in Instrument No. 8207560; thence

North 89°35'39" West 1350.71 feet (formerly South 89°58' West) to a point; thence

North 00°50'16" East 335.00 feet to a point; thence

North 89°35'39" West 600.00 feet to a point on the West line of the Southwest Quarter; thence

North 00°50'16" East 395.76 feet to the REAL POINT OF BEGINNING of this description.



G.L. Voigt Development Company
1908 Jennie Lee Drive
Idaho Falls, ID 83405

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/29/04 04:22 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
First American
AMOUNT \$6.00

2



FA-147211

WARRANTY DEED

File No.: 4101-20284 (NR)

Date: January 23, 2004

For Value Received, David N. Bayless and Eunice J. Bayless,, who acquired title as Enuice J. Bayless, husband and wife, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto G.L. Voigt Development Company, hereinafter referred to as Grantee, whose current address is 1908 Jennie Lee Drive, Idaho Falls, ID 83405, the following described premises, situated in Ada County, Idaho, to wit:

See Exhibit "A" attached hereto and made a part hereof.

APN:

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

David N. Bayless

Eunice J. Bayless

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this 28 day of January, 2004, before me, a Notary Public in and for said State, personally appeared David N. Bayless and Eunice J. Bayless, known or identified to me 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 4/26/2007

First American Title Company of Idaho

EXHIBIT "A"

A parcel of land being a portion of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

South $0^{\circ}50'16''$ West 395.76 feet along the West line of the Southwest Quarter to the REAL POINT OF BEGINNING of this description; thence

South $89^{\circ}35'39''$ East 600.00 feet to a point; thence

South $0^{\circ}50'16''$ West 335.00 feet to a point on the South line of that property described in Warranty Deed recorded February 26, 1982, as Instrument No. 8207560; thence along said South line

North $89^{\circ}35'39''$ West 600.00 feet to a point on the West line of the Southwest Quarter; thence

North $00^{\circ}50'16''$ East 335.00 feet to the REAL POINT OF BEGINNING of this description.



When recorded return to:

Givens Pursley LLP
601 West Bannock Street
P.O. Box 2720
Boise, Idaho 83701
Attn: Christopher H. Meyer

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, G.L. Voigt Development Co., an Idaho Corporation, whose address is 1908 Jennie Lee Drive, Idaho Falls, Idaho 83405 ("Grantor") does hereby release, sell, convey, and quitclaim unto David N. Bayless and Eunice J. Bayless, husband and wife, whose address is 3425 W. Beacon Light Road, Eagle, Idaho 83616 ("Grantee") all of Grantor's right, title and interest in and to the ground water right known as Water Right Number 63-8513, which water right is appurtenant to the following described premises in Ada County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

and which water right is more particularly shown and described in the records of the Idaho Department of Water Resources and/or the Snake River Basin Adjudication Court, Fifth Judicial District, in and for the County of Twin Falls, Idaho, Case No. 39576,

EXCLUDING any other water rights appurtenant to the same described property,

TO HAVE AND TO HOLD such water right unto the Grantee, its successors, and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused its name to be subscribed to this Deed effective the 6th day of June, 2006

GRANTOR

G.L. VOIGT DEVELOPMENT CO.
an Idaho Corporation

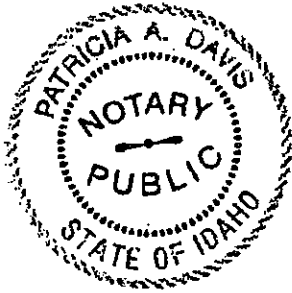
By: _____

Gary L. Voigt
Its President

State of Idaho)

) ss.
County of ~~Ada~~ BONNEVILLE

On this 6th day of June, in the year of 2006, before me, a Notary Public in and for the State of Idaho, personally appeared Gary L. Voigt, known or identified to me to be President of G.L. VOIGT DEVELOPMENT CO., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Patricia A. Davis
Notary Public for Idaho
Residing at IDAHO FALLS ID
My Commission expires 11-18-10

EXHIBIT A
Description of Properties to which Water Right(s) are Appurtenant

Parcel 1

A parcel of land being a portion of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, the REAL POINT OF BEGINNING of this description; thence

South 89°49'38" East 2400.30 feet (formerly 2416.26) to the Northeast corner of the Southwest Quarter; thence

South 0°42'08" West 1024.91 feet (formerly 1015 feet) along the East line of the Southwest Quarter to a point on the South side of a fence corner as described in Instrument No. 8207560; thence

North 79°44'16" West 298.16 feet (formerly North 78°21' West 301 feet) to a point; thence

North 33°21'39" West 280.71 feet (formerly North 33°48" West) to a point on the South side of a fence corner as described in Instrument No. 8207560; thence

North 89°35'39" West 1350.71 feet (formerly South 89°58' West) to a point; thence

North 00°50'16" East 335.00 feet to a point; thence

North 89°35'39" West 600.00 feet to a point on the West line of the Southwest Quarter; thence

North 00°50'16" East 395.76 feet to the REAL POINT OF BEGINNING of this description.

AND

Parcel 2

A parcel of land being a portion of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

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North 00°50'16" East 335.00 feet to the REAL POINT OF BEGINNING of this description.



When recorded return to:

Givens Pursley LLP
601 West Bannock Street
P.O. Box 2720
Boise, Idaho 83701
Attn: Christopher H. Meyer

WATER RIGHT QUITCLAIM DEED

FOR VALUE RECEIVED, Sundance Limited Company, an Idaho Limited Liability Company, whose address is 1908 Jennie Lee Drive, Idaho Falls, Idaho 83405 ("Grantor") does hereby release, sell, convey, and quitclaim unto David N. Bayless and Eunice J. Bayless, husband and wife, whose address is 3425 W. Beacon Light Road, Eagle, Idaho 83616 ("Grantee") all of Grantor's right, title and interest in and to the ground water right known as Water Right Number 63-8513, which water right is appurtenant to the following described premises in Ada County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A"

and which water right is more particularly shown and described in the records of the Idaho Department of Water Resources and/or the Snake River Basin Adjudication Court, Fifth Judicial District, in and for the County of Twin Falls, Idaho, Case No. 39576,

EXCLUDING any other water rights appurtenant to the same described property,

TO HAVE AND TO HOLD such water right unto the Grantee, its successors, and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused its name to be subscribed to this Deed effective the 9th day of June, 2006

GRANTOR

SUNDANCE LIMITED COMPANY
an Idaho Limited Liability Company

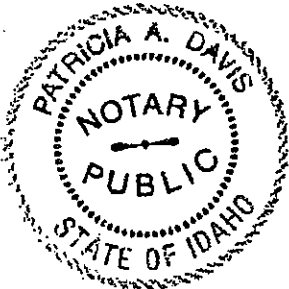
By: _____

Gary L. Voigt
Its Manager

State of Idaho)
) ss.

County of ~~Ada~~ BONNEVILLE

On this 6th day of June, in the year of 2006, before me, a Notary Public in and for the State of Idaho, personally appeared GARY L. VOIGT, known or identified to me to be the Manager of SUNDANCE LIMITED COMPANY, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Patricia A. Davis
Notary Public for Idaho
Residing at IDAHO FALLS ID
My Commission expires 11-18-10

EXHIBIT A
Description of Properties to which Water Right(s) are Appurtenant

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AND

Parcel 2

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North 00°50'16" East 335.00 feet to the REAL POINT OF BEGINNING of this description.

APPENDIX B - Water Right No. 63-8513 (Section 31)

	Acres	Irrigation: AFY (at 4.5 AFA)	Stock water AFY
Section 36: All water rights	56	252.00	4.1
Section 31: Primary	3	13.50	2.6
Section 31: Supplemental	33	148.50	
Section 31: All water rights	36	162.00	2.6
TOTAL irrigated parcel	92	414.00	6.7

Notes:

AFY = Acre-Feet Per Year
AFA = Acre-Feet Per Acre
Total irrigated POU = 92 acres
AFA = 4.5
Total irrigation water on both sections from primary & supplemental sources = 414.00 AFY.
AFY on Section 31 = 43.08 AFY (40.46 AFY for irrigation; 2.62 AFY for stockwater)

Water Right No. 63-8513 served sections 31 and 36. This Water Bank Application is limited to water used in section 31.

Water Right No. 63-8513 was a supplemental right on 33 acres of section 31 that were also served by Settlers water. The right was primary on 3 acres of section 31, that was not served by any other source.

The irrigated acres were entitled to 4.5 AFA (from both primary and supplemental sources). This equates to 0.829609 acre-feet per day, over an irrigation season of 179 days. During the Spring and Fall shoulder seasons, this supplemental ground water right was the sole source of supply. The right was used during 75% of Spring shoulder seasons (yielding 13.07 AFY) and 20% of Fall shoulder seasons (yielding 2.32 AFY).

During the surface irrigation season, the Settlers water was cut back to 60% in 50% of the July seasons and was cut back to 50% in 50% of August seasons. The balance was made up with this ground water right, yielding 5.14 AFY for July and 6.43 AFY for August.

This, combined with the primary component (13.50 AFY) and the stockwater (2.62 AFY), yields a total of 43.08 AFY for rent from that portion of Water Right No. 63-8513 that was used on Section 31.

	Acres	Acre-feet (at 4.5 AFA)
Section 31: Primary	3	13.50

	Spring Shoulder	Fall Shoulder
	Percent of years supple- mental used	AFY (gw only): Percent of years gw used
Section 31: Supplemental	75%	13.07
Shoulder Season	21 x .75 used	20%
	0.829609 x 179	2.32
	148.50	14 x 2
Acres	33	0.829609

	July	August
	AFY (gw only): 100%- 60% x 829609 x 31 x .5 back	AFY (gw only): 100%- 50% x 829609 x 31 x .5 back
Section 31: Supplemental	5.14	50%
Surface Irrigation Season	60%	50%
	Surface cut back to:	Surface cut back
Acres	33	50%
	60%	50%
	5.14	6.43

SUMMARY - Section 31 Only	AFY
Primary	13.50
Supplemental - Spring Shoulder	13.07
Supplemental - July	5.14
Supplemental - August	6.43
Supplemental - Fall Shoulder	2.32
Stockwater	2.62
TOTAL FOR RENT	43.08