

Should questions arise during the processing of this application please contact:
Steven Hannula ERO Resources Corp. (208) 373-7983

RECEIVED

AUG 13 2007

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant Max Barker Phone 208-454-9163

Post Office address 26331 Stafford Rd. Caldwell, Idaho 83607

A. Purpose of Transfer

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

2. Describe the reason for the proposed changes
Move the purchased water right to applicant's property.

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>63-7194</u>	<u>2/7/1969</u>	<u>0.05 cfs/13.5 ac-ft</u>	<u>Irrigation</u>	<u>4/1</u> to <u>11-1</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
2. Total amount of water being transferred .05 cubic feet per second and/or 13.5 acre-feet per annum.
3. Source of water ground water tributary to N/A
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	24	5N	4W	Canyon	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	4W	24													3.0				3.0

Total acres 3.0

PART 1

6. General Information:

a. Description of diversion system

Existing domestic well (upgraded to irrig/dom) with submersible pump to sprinkler system.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The land will be retired from irrigation.

d. Remarks:

This transfer seeks to move the purchased portion of the water right to applicant's property & well.

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 _____, 20 _____.

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION 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. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Claim No. _____

d. Transfer No. _____

See Attachment

2. Attach copy of last _____ which
show ownership. Label _____

☐ Tax No. _____

3. Source of water _____

4. Date of priority _____

5. Water is used for the following purpose:

Amount _____ for _____ purposes from _____ to _____
(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 _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total acres _____

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

PART 2

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 .05 cfs/13.5 for irrigation purposes from 4-1 to 11-1
 (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	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	NE	21	1N	1W	Ada	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	21			3														3

Total acres 3**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)*

1. Amount 2.01/542.7 for Irrigation purposes from 4-1 to 11-1
 (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	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SW	NE	21	1N	1W	Ada	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	21	38	31.5	25.4	25.7													120.6

Total acres 120.6

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

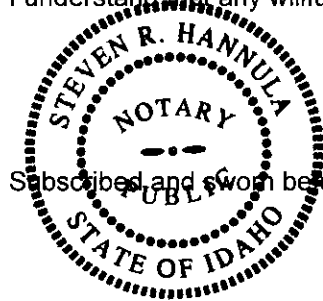
1.	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

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 before me this

May Brasher

(Signature of Applicant)

13th

day of

August

, 20 07

Steven R. Hannula

(Notary Public)

My commission expires

8-18-11

FOR DEPARTMENT USE ONLY

Transfer contains 5 pages and 4 attachments

Received by SR Date 8-13-07 Protest filed by _____

Prelim. Check by CBC Fee \$100 - W035734

Receipted by SR Date 8-13-07

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

ATTACHMENT A
WATER RIGHT 63-7194

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

08/13/2007

WATER RIGHT NO. 63-7194

Owner Type	Name and Address
Current Owner	RALPH J MELLIN 4500 N TUMBLEWEED LN BOISE, ID 83713-2500 (208)322-7500
Original Owner	MARION SCHMELZEL RT 1 NEW PLYMOUTH, ID 83655

Priority Date: 02/07/1969

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	2.38 CFS	642 AFA
Total Diversion			2.38 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWNE	Sec. 21	Township 01N	Range 01W	ADA County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01W	21		NENE	38		NWNE	32		SWNE	33		SENE	40

Total Acres: 143

Conditions of Approval:

1.		AC. IRR.=142.5.
2.	001	A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

Dates:

Licensed Date: 09/12/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

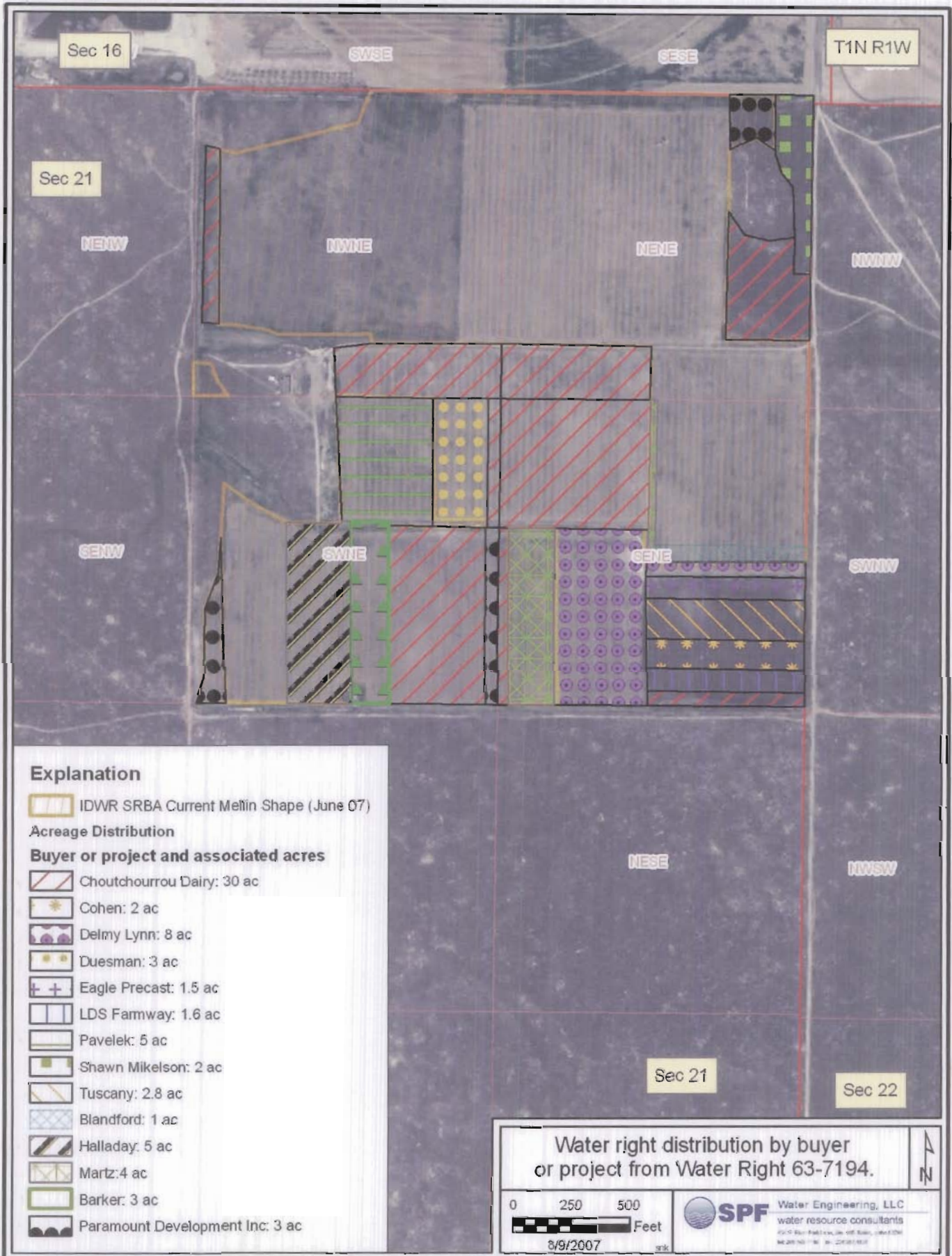
Cary Act Number:

Mitigation Plan: False

Close

ATTACHMENT B

PLACE OF USE AND POINT OF DIVERSION MAP OF 63-7194



ATTACHMENT C

NEW PLACE OF USE AND POINT OF DIVERSION MAP

Barker Transfer Site Map **(NE SE Section 24, T5N, R4W, Canyon County)**



- Well
- Barker POU
- Sections



Prepared by: ERO Resources
 3314 Grace St
 Boise, ID 83703
 (208) 373-7983
 Aerial: 2004 NAIP

ATTACHMENT D
CONTRACT FOR SALE OF WATER RIGHT

CONTRACT FOR SALE OF A WATER RIGHT

THIS CONTRACT FOR SALE OF A WATER RIGHT ("Agreement") is made by and between MELLIN PROPERTIES LIMITED PARTNERSHIP ("Seller"), an Idaho limited partnership, and MAX BARKER, an individual ("Buyer"). Buyer and Seller may be referred to hereinafter as a "Party" or collectively as "Parties."

RECITALS

A. Seller owns a ground water right ("Water Right"), represented by license number 63-7194¹ in the records of the Idaho Department of Water Resources ("IDWR"), appropriated and used for irrigation purposes with a February 7, 1969 priority date. A copy of the Water Right license is attached hereto as Exhibit A. The Water Right authorizes a diversion rate of 2.38 cubic feet per second (cfs) and 642 acre-feet per year (afa). The Water Right is appurtenant to and has been beneficially used to irrigate 142.5 acres on Seller's property, also identified under the Water Right as the authorized place of use.

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right that is appurtenant to 3.0 acres of the irrigated lands within the Water Right's authorized place of use, identified by Seller pursuant to Section 1.1 below.

COVENANTS

NOW THEREFORE, in consideration of the recitals, the mutual covenants, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a portion of Water Right #63-7194 appurtenant to 3.0 acres within the Water Right's authorized place of use described as follows (hereinafter referred to as the "Purchased Right"):

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
(.05 cfs / 13.5 afa)	3.0 acres (SWNE Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

2. Property Retained. Seller expressly reserves and retains, and is not conveying any part of the remaining portion of Water Right #63-7194 that will remain appurtenant to the 139.5 acres within the Water Right's authorized place of use owned by Seller, described as follows:

¹ Water right license #63-7194 has since been changed in the records of IDWR to water right recommendation #63-32396. The recommendation reflects certain changes to the water right that have occurred in the last few years after portions of the water right have been sold and transferred. The recommendation was recently filed with the Snake River Basin Adjudication (SRBA) Court as part of the Director's Report for water right claims in Basin 63.

Buyer's Initials: MB
Seller's Initials: [Signature]

Quantity:

(2.33 cfs / 628.5 afa)

Acres / Place of Use:

139.5 acres (NENE, NWNE, SWNE, SENE, Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

3. Purchase Price. The Purchase Price for the relevant portion of Water Right #63-7194 identified above (.05 cfs / 13.5 afa / 3.0 acres) shall be [REDACTED] dollars ([REDACTED]), payable upon Closing in current, certified funds. The Parties acknowledge that the Purchase Price may be deposited directly with an escrow agent or a qualified Section 1031 Exchange Intermediary.

4. Closing.

a. Closing Date. Within thirty days (30) from the execution of this Agreement, the Parties shall conclude and finalize the purchase and sale of the Purchased Right ("Closing"). The Closing shall take place at the office of Barker Rosholt & Simpson LLP, located at 1010 W. Jefferson St. Suite 102, Boise, Idaho, or at such other escrow agent designated by Buyer in writing ("Closing Agent") on a date mutually convenient for Buyer and Seller. Buyer and Seller shall work expeditiously to conclude the Closing.

b. Documents to be Delivered at Closing. Buyer and Seller shall execute (with acknowledgement, if needed) and deposit into escrow with Closing Agent all instruments, documents and the Purchase Price ([REDACTED] in current, certified funds) necessary to complete the purchase and sale in accordance with this Agreement, or reasonably requested by the Closing Agent. The documents that Seller shall deliver to Buyer at Closing shall include, but not be limited to: (i) a Water Right Grant Deed in the form of the specimen attached to this Agreement as Exhibit B; (ii) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Right and the assignment of the appropriate portion of the Snake River Basin Adjudication Claim for the Purchased Right, and (iii) any other documents reasonably requested to confirm the conveyance of the Purchased Right.

c. Actions of Closing Agent. The Closing Agent shall close the transaction as soon as it has received all instruments, documents and monies necessary to complete the purchase and sale of the Purchased Right in accordance with this Agreement. Upon Closing, the Buyer shall record the Water Right Grant Deed. The Closing Agent and shall provide all instruments and documents to the Party entitled thereto.

d. Fees and Costs of Closing. The cost of the Closing Agent's Closing fees, if any, relating to the transaction contemplated herein shall be paid by the Seller. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

e. Section 1031 Exchange. Seller and Buyer acknowledge that either Party may wish to structure this transaction as a tax deferred exchange of like-kind property within

the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended. Each Party agrees to reasonably cooperate with the other Party to effect such an exchange; provided, however, that (i) the cooperating Party shall not be required to acquire or take title to any exchange property, (ii) the cooperating Party shall not be required to incur any cost, expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of the effectuating Party shall release said Party from any of its obligations, warranties or representations set forth in this Agreement, or from liability for any prior or subsequent default under this Agreement by the effectuating Party, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) the effectuating Party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "**Exchange Documents**") required by the exchange, at its sole cost and expense, and (v) the effectuating Party shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating Party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating Party's performance of the acts required hereby.

5. Transfer And/Or Placement of Purchased Right in State Water Supply Bank.

a. Application to IDWR. It is understood and agreed, by and between the Parties, that following Closing Buyer may file an application for transfer with IDWR, or place the Purchased Right in the State Water Supply Bank. The application for transfer may entail a change to the place of use, nature of use, time of use, and point and means of diversion as Buyer determines; in the alternative, it may entail an application for a new water right permit in which the retirement or other approved use of the Purchased Right will be used for mitigation, or a similar purpose. Alternatively, Buyer may place the Purchased Right in the State Water Supply Bank.

b. Cooperation with Transfer / Water Bank Efforts. At Buyer's request, Seller shall cooperate with Buyer in Buyer's pursuit of any transfer application or placement of the Purchased Right in the State Water Supply Bank, and shall provide Buyer with any information that Seller has concerning the Water Right that Buyer may reasonably request in pursuit of either the transfer or use of the Water Bank. All matters pertaining to said transfer or placement of the Purchased Right in the Water Bank, including preparation of any application and all costs associated with those proceedings, shall be the responsibility of Buyer. Buyer shall reimburse Seller for any attorney or consultant fees Seller incurs as a result of responding to such requests; however, Seller shall be entitled to receive such reimbursement only if Seller provides written demand for it within thirty (30) days after such expenses are billed to Seller from such attorney or consultant. Buyer shall pay such fees within thirty (30) days after receiving a timely demand.

6. Protection of Purchased Right / 2007 Irrigation Season and Thereafter. Seller is authorized to continue to use the Purchased Right on the Water Right's authorized place of use for irrigation purposes or for purposes of a federal cropland set-aside program during the 2007 irrigation season or any time thereafter until the transfer is approved by IDWR and Buyer notifies Seller that Buyer intends to begin diverting and using the Purchased Right. In the event Seller does not continue to use the Purchased Right for irrigation purposes or for purposes of a federal cropland set-aside program, he shall notify Buyer and Buyer shall be authorized to place the Purchased Right in the State Water Supply Bank, operated by the Idaho Water Resource Board.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the Closing for the Purchased Right, as follows:

- a. Authority. Seller owns the Purchased Right in fee simple. Seller has the full legal right, power and authority to enter into and perform this Agreement.
- b. Good Title. Seller has good and marketable title to the Purchased Right, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Right on or before closing.
- c. Appurtenance. The Purchased Right is appurtenant to and has been beneficially used as the sole water source to irrigate the authorized place of use on Seller's property.
- d. Not Forfeited. To the best of Seller's knowledge, the Purchased Right has not been forfeited or abandoned in whole or in part, has been placed to continual beneficial use on the Seller's property, and has never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Purchased Right was in an appropriate water bank, claimed in the Snake River Basin Adjudication, or the appurtenant place of use was enrolled in a government annual grain base or long-term crop land set-aside program, or such non-use may have occurred by reason of any other applicable defense set forth in Idaho Code § 42-223 that protected the Purchased Right from forfeiture.
- e. Snake River Basin Adjudication Status. The Seller filed a water right claim for the Purchased Right in the Snake River Basin Adjudication (SRBA), but makes no representations or warranties regarding the outcome of that proceeding as it might affect the Purchased Right. IDWR recently recommended the water right to the SRBA Court as water right #63-32396, which reflects the status of the Purchased Right after recent sales and splits of a portion of the right. See Exhibit C. Other parties may object to the Purchased Right during the course of the SRBA, which may affect the status of the water right in the future. In addition, the Court's final determination as to the Purchased Right may differ from IDWR's recommendation.

f. Broker. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Purchased Right.

g. No Other Warranty. Seller makes no other guarantees or warranties as to the Purchased Right, its yield upon transfer, or its transferability. Seller further disclaims any warranty as to the Purchased Right's availability in times of shortage, including any curtailment that may be ordered by IDWR to satisfy other senior ground or surface water rights.

8. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder and has not engaged any broker or finder in connection with the purchase of the Purchased Right.

9. Remedies

a. IDWR's Failure to Approve Transfer. Buyer assumes all risk associated with IDWR's failure to approve Buyer's transfer application and/or application to place the Purchased Right in the Water Bank.

10. Attorneys' Fees. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing Party shall be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

11. Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Seller

Ralph Mellin
c/o Mellin Properties L.P.
4500 North Tumbleweed
Boise, Idaho 83713
Telephone: (208) 322-7500

Buyer

Max Barker
26331 Stafford Rd.
Caldwell, Idaho 83607
Telephone: (208) 880-3106

Seller's Attorney

Travis L. Thompson
Barker Rosholt & Simpson LLP
P.O. Box 485
Twin Falls, Idaho 83303-0485
Telephone: (208) 733-0700
Facsimile: (208) 735-2444

12. Entire Agreement. This is the entire agreement of Buyer and Seller with respect to matters covered hereby and supercedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller.

13. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

14. Idaho Law. This agreement shall be governed by the laws of the State of Idaho.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

16. Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

17. Effective Date. The Effective Date of this Agreement shall be the date on which both Buyer and Seller executed this Agreement, if executed on the same day, or the later date, if executed on different days.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

DATED this fifth day of July, 2007

SELLER:

Mellin Properties Limited Partnership

Ralph Mellin
Ralph Mellin, General Partner

STATE OF IDAHO)
County of Canyon) ss.

On this 5 day of July, 2007, before me, a Notary Public for said County and State, personally appeared Ralph Mellin, known or identified to me, to be a general partner of Mellin Properties Limited Partnership, the limited partnership that executed the foregoing instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.



Tammi Lester
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa
My commission expires: 8-8-2011

DATED this 5 day of July, 2007

BUYER:

MAX BARKER

Max Barker

STATE OF IDAHO)
County of Canyon) ss.

On this 5 day of July, 2007, before me, a Notary Public for said County and State, personally appeared MAX BARKER, known or identified to me, to be the person that executed the foregoing instrument, and acknowledged to me that he executed the same.

CONTRACT FOR SALE OF A WATER RIGHT

Page 7 of 8

Buyer's Initials: MB
Seller's Initials: RM

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



Tammi Lester
NOTARY PUBLIC FOR State of Id
Residing at: Nampa
My commission expires: 8-8-2011

Buyer's Initials: MB
Seller's Initials: DM

EXHIBIT "A"

EXHIBIT "B"

GRANT DEED

THIS INDENTURE, made this 11th day of July, 2007, between Mellin Properties Limited Partnership, of 4500 North Tumbleweed, Boise, Idaho 83713 ("Grantor"), and Max Barker, an individual, whose address is 26331 Stafford Rd., Caldwell, Idaho 83607 ("Grantee").

WITNESSETH:

The Grantor for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm unto the Grantee, and to the successors and assigns of Grantee forever, the right, title and interest in and to the following portion of Water Right #63-7194 (SRBA Recommendation #63-32396):

Quantity: 0.05 cubic feet per second / 13.5 acre feet per year

Acres: 3.0 acres (SWNE, Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

TO HAVE AND TO HOLD, all and singular the above-mentioned and described portion of Water Right #63-7194 (SRBA Recommendation #63-32396), unto the Grantee and to the successors and assigns of Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

MELLIN PROPERTIES L.P.

By: Ralph Mellin
Its: General Partner

STATE OF IDAHO)
) ss.
County of Canyon)

On this 5 day of July, 2007, before me, a Notary Public for said County and State, personally appeared RALPH MELLIN, known or identified to me, to be a general partner of Mellin Properties Limited Partnership, the limited partnership that executed the foregoing instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.



Tammi Lester
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa
My commission expires: 8-8-2011

EXHIBIT "C"

12/14/2006

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

RIGHT NUMBER: 63-32396

NAME AND ADDRESS: MELLIN PROPERTIES LIMITED PARTNERSHIP
RALPH MELLIN, GENERAL PARTNER
4500 N TUMBLEWEED LN
BOISE ID 83713-2500

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.060 CFS
556.20 AFY

PRIORITY DATE: 02/07/1969

POINT OF
DIVERSION: T01N R01W S21 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 11/01

QUANTITY
2.060 CFS
556.20 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15.
PROVIDED OTHER ELEMENTS OF THIS RIGHT ARE NOT EXCEEDED. THE USE
OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS
REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO
SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE
EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION in ADA County

T01N R01W S21	NENE	38.00	T01N R01W S21	NWNE	31.50
T01N R01W S21	SWNE	28.40	T01N R01W S21	SENE	25.70

123.6 ACRES TOTAL

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

This right is a split from former right 63-32093.