

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 73781APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant MICHAEL COHEN and CYNTHIA MUELLER Phone (208) 286-0725Post Office address 7404 LANKTREE LANE MIDDLETON, ID 83644

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 Applicant has purchased a portion of water right 63-7194 and proposes moving right to applicant's lands for irrigation purposes.

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

TBD* Feb 7, 1969 0.03 cfs / 9.0 ac-ft irrigation April 1 to Nov 1

*portion of 63-7194 _____ to _____

_____ to _____

2. Total amount of water being transferred 0.03 cubic feet per second and/or 9.0 acre-feet per annum.3. Source of water GROUNDWATER tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	NE	NW	SE	35	05N	02W	ADA	

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	2W	35														2			2

RECEIVED

Total Acres 2

JUN 15 2005

WATER RESOURCES
WESTERN REGION

PART 1

6. General Information:

Description of diversion system 7.5-hp submersible pump in 8" well provides water for domestic and irrigation uses.

a. 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.

b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Lands will be dried and excluded from irrigation.

c. Remarks:
Water bearing zone from 489 to 499 feet per well permit number 63-93-W-1288-000. SRBA Claim 63-31028 is diverted from the same well and provides domestic and associated 1/2 acre of irrigation for same place of use.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-7194 issued by the Idaho Department of Water Resources.
- c. Claim No. 63-7194 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water GROUNDWATER tributary to _____

4. Date or priority FEB 7, 1969

5. Water is used for the following purposes:

amount 2.38 cfs/642 ac-ft for IRRIGATION purposes from APR 1 to NOV 1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.38 cubic feet per second and/or 642 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SW	NE	21	1N	1W	Ada	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	21	38*	31.5*	33*	40*													142.5

*Acreage distribution based on SRBA recommendation for 63-7194

Total Acres 142.5

Describe any other water rights used for the same purpose as described above None

PART 2

9. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.03 cfs / 9.0 ac-ft for IRRIGATION purposes from APR 1 to NOV 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				2													2

Total Acres 2

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

1. amount 2.35 cfs / 633 ac-ft for IRRIGATION purposes from APR 1 to NOV 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	

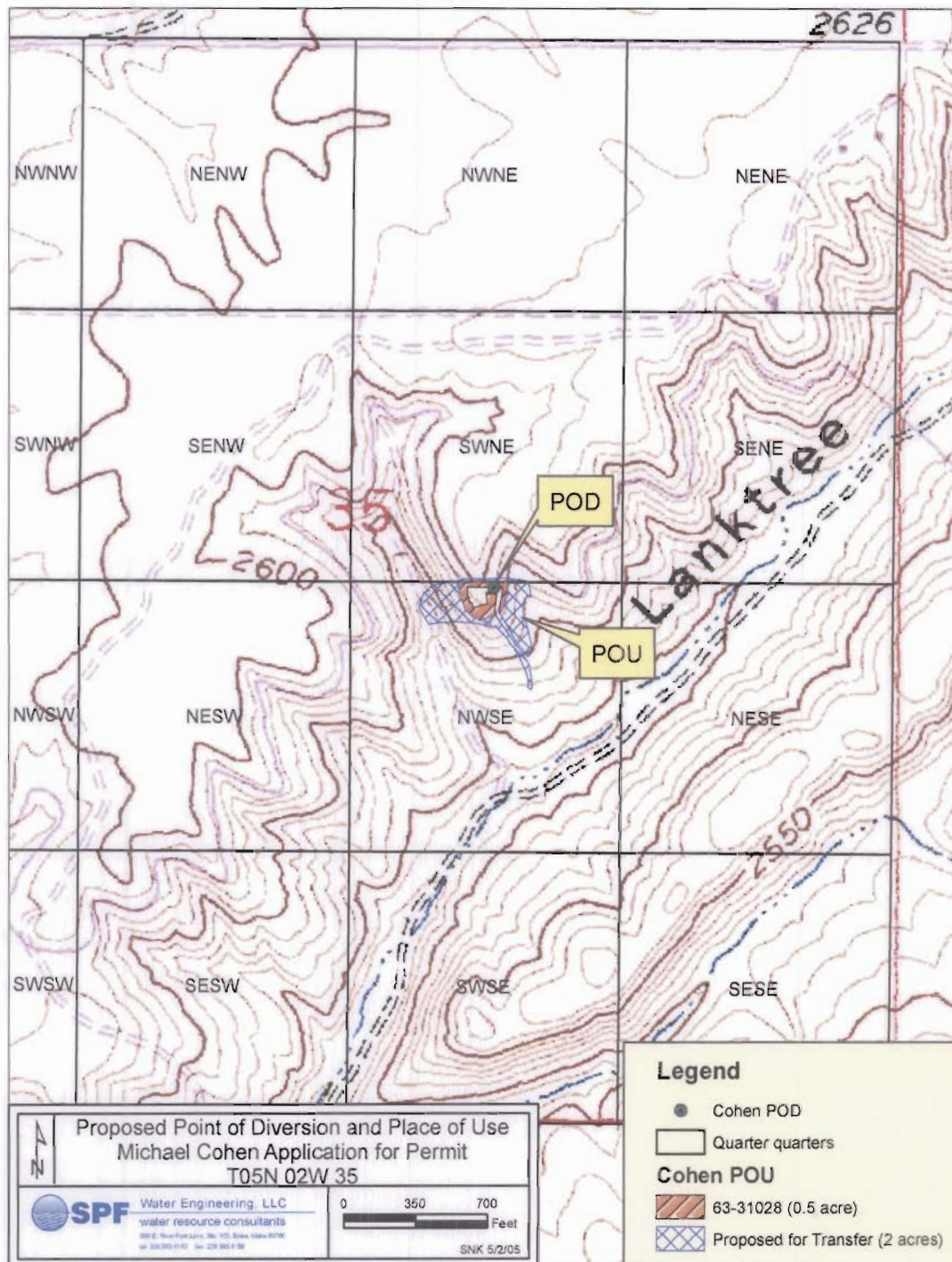
3. Lands irrigated or place of use:

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	33	38													140.5

Total Acres 140.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3



- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.

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

1.

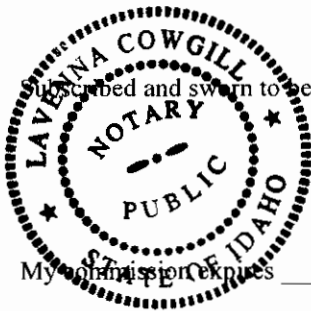
<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____

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

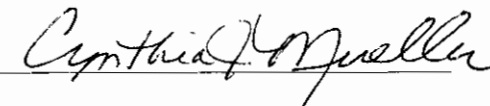
3. Describe effects on other water uses resulting from the proposed change:

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.

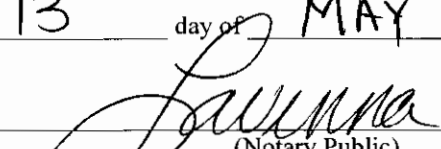
I understand that any willful misrepresentations made in this application may result in voiding its approval.




 (Signature of Applicant)


 Cynthia J. Mueller

Subscribed and sworn to before me this 13 day of MAY, 20 05.


 (Notary Public)

5/20/08

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 4 (A-D) attachments

Received by AK Date 6-15-05 Protest filed by _____

Prelim. Check by CR Fee \$265 (\$100 TRANSFER APP, \$165 DRILLING UPGRADE)

Receipted by AK Date 6-15-05 W033058

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

63-7194 SPLIT ANALYSIS

snk 5/2/2005

After Transfer

ACRES	% OF RT	CFS	ACRE-FT	OWNERSHIP
2	1%	0.03	9.0	Cohen
140.5	99%	2.35	633.0	Mellin
0	0%	-	-	
142.5	100%	2.38	642.0	TOTAL

WATER RIGHT ELEMENTS

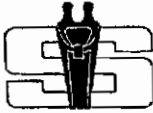
CFS	2.38
ACRES	142.5
ACRE-FEET	642
CFS/ACRE	0.0167
AF/ACRE	4.51



SPF Water Engineering, LLC
water resource consultants



9929028



Order No. 99005729

This form furnished by Stewart Title of Idaho, Inc.

can use

WARRANTY DEED

For Value Received **FRED MAUPIN AND SHERRY MAUPIN, HUSBAND AND WIFE**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **MICHAEL S. COHEN AND CYNTHIA J. MUELLER, HUSBAND AND WIFE**

the Grantee whose current address is: **7404 LANKTREE LANE MIDDLETON, ID 83644**

the following described premises, to-wit:

AS PER LEGAL DESCRIPTION ATTACHED HERETO

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

Dated: July 20, 1999

Fred Maupin
FRED MAUPIN

Sherry Maupin
SHERRY MAUPIN

State of **IDAHO**

ss.

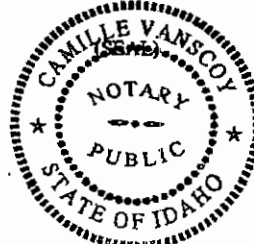
County of **ADA**

On this 20th day of July, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared **FRED MAUPIN AND SHERRY MAUPIN**

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Camille Van Scoy
Notary Public
Residing at: **BOISE, IDAHO**
Commission Expires: **September 02, 2000**



ATTACHMENT B

PARCEL I

THIS PARCEL IS A PORTION OF THE NW1/4 SE1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NW1/4 SE1/4;

THENCE NORTH 89°39'36" EAST ALONG THE NORTH BOUNDARY OF SAID NW1/4 SE1/4, A DISTANCE OF 884.11 FEET TO A POINT WHICH LIES ON A LINE 440.00 FEET WESTERLY FROM AND PARALLEL WITH THE EAST BOUNDARY OF SAID NW1/4 SE1/4;

THENCE SOUTH 0°10'13" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 495.00 FEET;

THENCE SOUTH 89°39'36" WEST PARALLEL WITH SAID NORTH BOUNDARY A DISTANCE OF 32.32 FEET;

THENCE NORTH 26°27'19" WEST A DISTANCE OF 208.43 FEET;

THENCE NORTH 87°39'23" WEST A DISTANCE OF 123.81 FEET;

THENCE SOUTH 89°41'43" WEST A DISTANCE OF 635.47 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NW1/4 SE1/4;

THENCE NORTH 0°13'53" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 301.65 FEET TO THE POINT OF BEGINNING.

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 MICHAEL COHEN AND CYNTHIA MUELLER ("Buyer"), husband and wife. 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 63-7194 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 2.0 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 2.0 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>
(.03 cfs / 9.0 afa)	2.0 acres (SENE 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 140.5 acres within the Water Right's authorized place of use owned by Seller, described as follows:

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
(2.35 cfs / 633 afa)	140.5 acres (NENE, NWNE, SWNE, SENE, Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

CONTRACT FOR SALE OF A WATER RIGHT

Page 1 of 9

Buyer's Initials: MC CM
Seller's Initials: RM

ATTACHMENT C

3. Purchase Price. The Purchase Price for the relevant portion of Water Right #63-7194 identified above (.03 cfs / 9.0 afa / 2.0 acres) shall be payable as follows:

a. Down Payment. The sum of _____, which equals _____ of the purchase price, shall be paid down upon execution of this Agreement in current, certified funds, receipt of which is hereby acknowledged. This down payment shall be credited against the purchase price at Closing. Seller shall refund the money to Buyer in the event the Idaho Department of Water Resources (IDWR) denies or fails to approve the transfer contemplated in Section 5. The Parties acknowledge that the down payment may be deposited directly with an escrow agent or a qualified Section 1031 Exchange Intermediary.

b. Balance of Purchase Price. _____, being the Purchase Price less the down payment, shall be due and payable to Seller at Closing.

4. Closing.

a. Closing Date. Within thirty (30) days of IDWR's final approval of the transfer application, or at the date provided for in Section 9.a., 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 205 North 10th St., 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 remaining balance _____ 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, including receipt of a final transfer approval by IDWR. Upon Closing, the Closing Agent shall record the Water Right Grant Deed, disburse the funds owing to Seller, and 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 and recording relating to the transaction contemplated herein shall be equally divided between Seller and Buyer. 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 of Purchased Right.

a. Application to IDWR. It is understood and agreed, by and between the Parties, that Buyer intends to immediately file an application for transfer with IDWR. The Buyer shall have the right to file an application for transfer of the Purchased Right with IDWR. 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.

b. Cooperation with Transfer Efforts. Seller hereby grants to Buyer permission to make said transfer and agrees to sign any documentation to that effect required by IDWR, pertaining to said transfer. At Buyer's request, Seller shall cooperate with Buyer in Buyer's pursuit of any such transfer, and shall provide Buyer with any information that Seller has concerning the Water Right that Buyer may reasonably request in pursuit of the transfer. All matters pertaining to said transfer, including preparation of the application and all costs associated with the transfer proceeding, shall be the responsibility of Buyer.

Buyer shall reimburse Seller up to _____ 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.

c. IDWR Approval or Denial of Transfer. Buyer shall request IDWR provide a notice of preliminary approval of the transfer to Buyer and Seller. Lacking any protests, the transfer should become effective fourteen (14) days after IDWR's final approval. If IDWR's preliminary or final approval notice should reduce the quantity of the said water right it would allow to be transferred, and Buyer should accept said reduction, and continue with the transfer, then the then the Purchase Price shall be reduced at a rate equal to the amount of acres or portions thereof reduced by the transfer, pro rata at an amount of _____ per acre... If IDWR's preliminary approval notice indicates IDWR will deny said transfer, for any reason, the Parties shall not be obligated to close the sale pursuant to Section 4 of this Agreement.

d. Failure to Close After IDWR Final Approval. If Buyer fails to close the sale for any reason within fourteen (14) days of IDWR's final approval of the transfer application, Buyer hereby authorizes Seller to request IDWR to rescind the transfer. In that event, Buyer also agrees that the transfer is null and void. Buyer further agrees that Seller's presentation of a duly signed and executed copy of this Agreement to IDWR, along with Buyer's failure to present an executed Water Right Grant Deed from Seller, shall constitute irrefutable evidence of Buyer's failure to close.

6. Protection of Purchased Right / 2005 Irrigation Season and Thereafter. Until final approval of the transfer by IDWR, Seller is authorized to continue to use the Purchased Right on the Water Right's authorized place of use for irrigation purposes during the 2005 irrigation season or any time thereafter. However, should IDWR finally approve the transfer during the 2005 irrigation season or at any time thereafter, Seller shall immediately comply with all conditions of the transfer approval, including ceasing to divert the Purchased Right.

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.

Buyer's Initials: use copy
Seller's Initials: h2m

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. Snow 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. A review of IDWR's electronic records presently reveals that IDWR will recommend to the SRBA District Court that the Water Right should be decreed as claimed by Seller. See Exhibit C. IDWR's formal recommendation of the Water Right, however, may change when it is ultimately forwarded to the Court.

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. Termination / Remedies

a. IDWR's Failure to Approve Transfer. In the event IDWR does not approve Buyer's transfer application within eighteen (18) months from the effective date of this Agreement as defined in Section 17, for whatever reason, Buyer shall have the right to close on the sale of the Purchased Right as set forth in Section 4, within ten (10) days from that date (eighteen months after effective date). If Buyer elects not to close on the sale of the Purchased Right within ten (10) days, Seller shall have the right to immediately terminate the Agreement and retain the down payment identified in Section 3.a. Seller shall provide notice to Buyer of the intent to terminate.

b. Buyer's Termination for Default. Buyer may terminate this Agreement for material default by Seller. In the event of such default, Buyer shall provide a written

demand to Seller and provide Seller with thirty (30) days to cure. If Seller fails to cure, Buyer may terminate this Agreement upon written notice to Seller.

c. Buyer's Remedy on Default. If Seller breaches this Agreement, Buyer's remedy for Seller's default, other than any default resulting from IDWR's reduction or rejection of the transfer application, shall be limited to: 1) _____ of the total Purchase Price which equals _____; 2) plus the return of the down payment _____ identified in Section 3.a.

d. Seller's Termination for Default. Seller may terminate this Agreement for material default by Buyer. In the event of such default, Seller shall provide a written demand to Buyer and provide Buyer with thirty (30) days to cure.

e. Seller's Remedy on Default. If Buyer breaches this Agreement, Seller's remedy for Buyer's default, other than any default resulting from IDWR's reduction, rejection, or failure to approve the transfer application pursuant to Section 5 of this Agreement, shall be limited to: 1) the right to request IDWR to rescind the transfer; 2) plus the retention of the down payment _____ identified in Section 3.a.

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

Seller's Attorney

Travis L. Thompson
Barker Rosholt & Simpson LLP
113 Main Ave. West, Ste. 303
Twin Falls, Idaho 83301-6167
Telephone: (208) 733-0700
Facsimile: (208) 735-2444

Buyer

Michael Cohen & Cynthia Mueller
7404 Lanktree Lane
Middleton, Idaho 83644-5335
Telephone: (208) 286-0725

Buyer's Representative

Terry Scanlan
SPF Water Engineering LLC
600 East River Park Lane, Ste. 105
Boise, Idaho 83706
Telephone: (208) 383-4140
Facsimile: (208) 383-4156

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 Sixth day of June, 2005

SELLER:

Mellin Properties Limited Partnership

Ralph Mellin
Ralph Mellin, General Partner

STATE OF IDAHO)
) ss.
County of Ada)

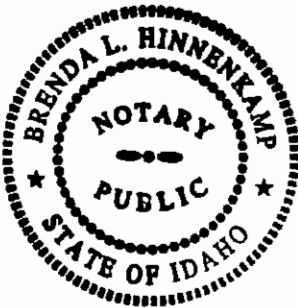
On this 6th day of June, 2005, before me, a Notary Public for said County and State, personally appeared Ralph Mellin, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

CONTRACT FOR SALE OF A WATER RIGHT

Page 7 of 9

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

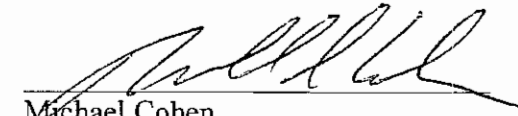
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Brenda L. Hinnenkamp
NOTARY PUBLIC FOR IDAHO
Residing at: Boise Idaho
My commission expires: 9/2008

DATED this 2nd day of June, 2005

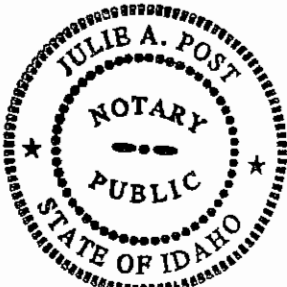
BUYER:

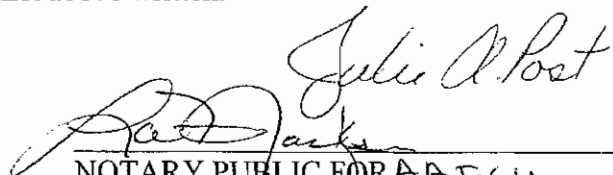

Michael Cohen

STATE OF Idaho)
) ss.
County of Ada)

On this 2nd day of June, 2005, before me, a Notary Public for said County and State, personally appeared Michael Cohen, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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 AAFCA
Residing at: Boise
My commission expires: 1-28-2009
5-10-2011

CONTRACT FOR SALE OF A WATER RIGHT

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Buyer's Initials: use copy
Seller's Initials: _____

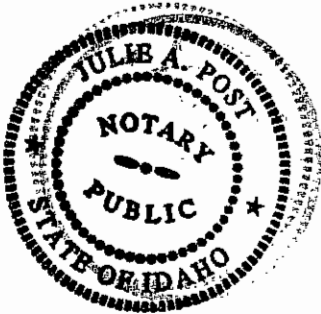
BUYER:

Cynthia Mueller
Cynthia Mueller

STATE OF Idaho)
) ss.
County of Ada)

On this 2nd day of June, 2005, before me, a Notary Public for said County and State, personally appeared Cynthia Mueller, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Julie A. Post
NOTARY PUBLIC FOR AAFLU
Residing at: Boise
My commission expires: 1-28-2009
5-10-2011

GRANT DEED

THIS INDENTURE, made this 2nd day of June, 2005, between Mellin Properties Limited Partnership, of 4500 North Tumbleweed, Boise, Idaho 83713 ("Grantor"), and Michael Cohen & Cynthia Mueller, whose address is 7404 Lanktree Lane, Middleton, Idaho 83644-5335 ("Grantee").

WITNESSETH:

The Grantor for and in consideration of _____, and other 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:

Quantity: 0.03 cubic feet per second / 9.0 acre feet per year

Acres: 2.0 acres (SENE 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, 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: _____
Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public for said County and State, personally appeared _____, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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 IDAHO
Residing at: _____
My commission expires: _____