

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 73779**AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of Applicant BERNARD and/or TONI CHOUTCHOURROU Phone (208) 459-1898Post Office address 6020 SE 10th AVE, CALDWELL, ID 83605**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 acquired a 30-acre portion of water right 63-7194 and proposes moving right to applicant's operation and changing the nature of use from irrigation to stockwater.

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>63-32654</u>	<u>Feb 7, 1969</u>	<u>0.50 cfs/135 ac-ft</u>	<u>stockwater</u>	<u>1/1</u> to <u>12/31</u>
<u>63-32654</u>	<u>Feb 7, 1969</u>	<u>0.50 cfs/135 ac-ft</u>	<u>commercial</u>	<u>1/1</u> to <u>12/31</u>
				to _____
				to _____

2. Total amount of water being transferred 0.50 cubic feet per second and/or 135 acre-feet per annum.3. Source of water GROUNDWATER tributary to N/A

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
4		SW	SW	19	6N	3W	PAYETTE	Three wells at this location

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	
6N	3W	19									S	S	S ₁	S					
6N	3W	30						S ₁	S ₁										
6N	4W	24													S			S	
6N	4W	25	S	S	S	S									S	S		S	

RECEIVED

Total Acres _____

JUL 19 2007

WATER RESOURCES
WESTERN REGION

PART 1**6. General Information:**

Description of diversion system Three wells equipped with submersible pumps supply water to an existing dairy operation.

- 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:

The land will be removed from irrigation.

- c. Remarks:

Applicant proposes to limit total diversion volume to the consumptive portion of the transferred right. The proposed consumptive portion is based on an average precipitation deficit (irrigation requirement) of 1095 mm per year from the University of Idaho's ET-Idaho website (<http://www.kimberly.uidaho.edu/ETIdaho/>), Kuna climate station, for alfalfa hay, a typical crop grown on the seller's property. For a 30 acre crop of alfalfa, the total irrigation requirement is 107.8 acre-feet. A copy of the contract for sale of this water right is attached.

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 FEBRUARY 7, 1969

5. Water is used for the following purposes:

amount 2.38 cfs / 642 ac-ft 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)

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	¼	¼	¼	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 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	40													142.5

* Acreage distribution per quarter-quarter based on SREA recommendation for this right.

Total Acres 142.5

JUL 19 2007

9. Describe any other water rights used for the same water as described above none

WESTERN REGION

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 0.50 cfs / 135 ac-ft 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	1/4	1/4	1/4	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 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	3.5	3.8	9.2	13.5													30

Total Acres 30

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

1. amount 1.88 cfs / 507 ac-ft 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		SW	NE	21	1N	1W	ADA	

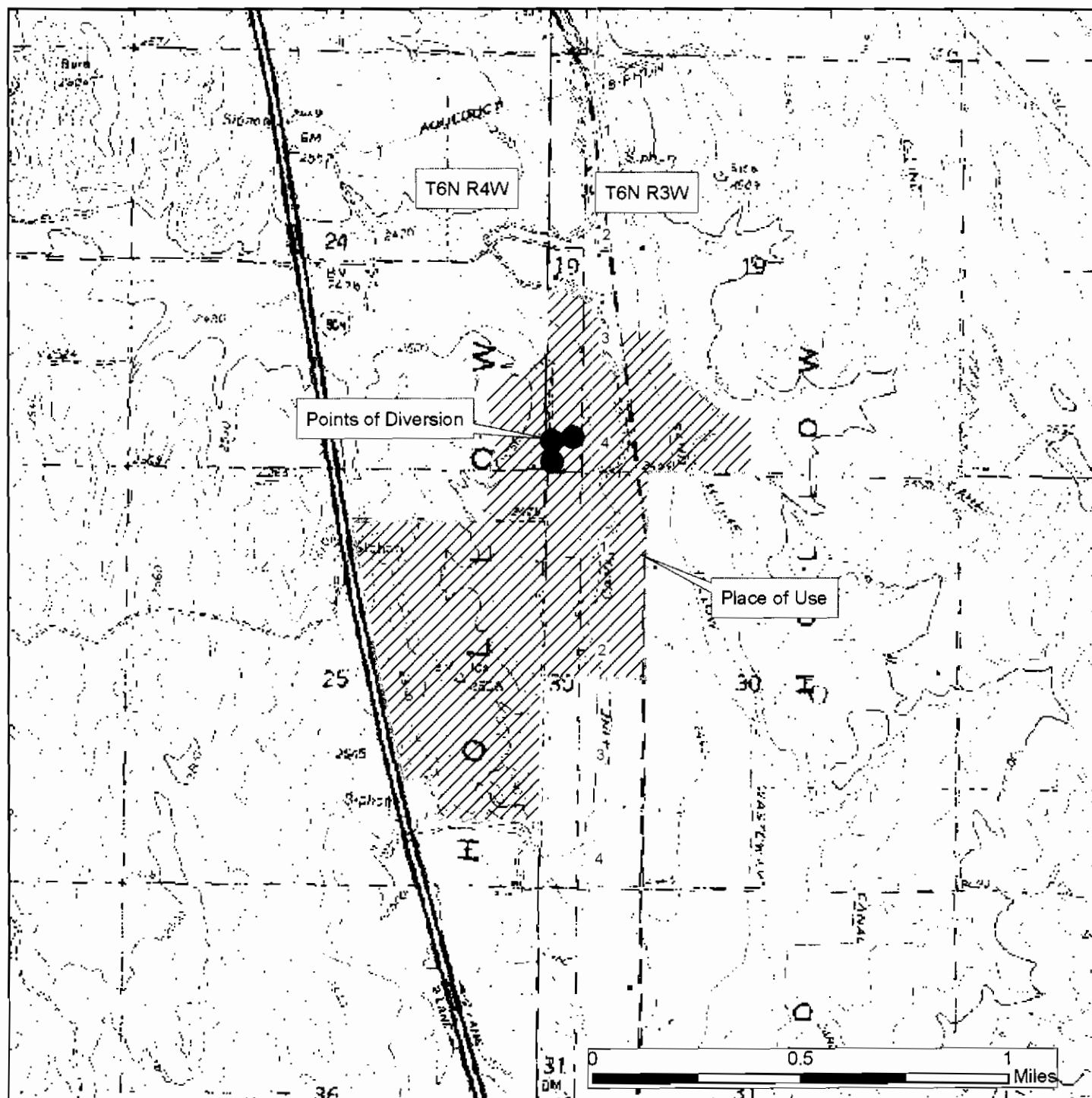
3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 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	34.5	27.7	23.8	26.5													112.5

Total Acres 112.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION 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.



Page 6 of 6

Transfer No. _____

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

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
STOCKWATER 0.50 cfs / 107.8 ac-ft avg 7.2 hrs/day 365 days/yr 1/1 to 12/31
 _____ to _____

Quantity and quality of return flows and location of discharge: None

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

Place of use will no longer be irrigated.

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.

Edward Chantchaunee
 (Signature of Applicant)

Subscribed and sworn to before me this 13th day of July, 2007.

Rita J. Lewis
 (Notary Public)

My commission expires 1/17/07

**FOR DEPARTMENT USE ONLY**

Transfer contains 6 pages and 1 attachments

Received by SL Date 7/19/07 Protest filed by _____

Prelim. Check by SL Fee *

Receipted by * Date _____

Published in * } completed by early 2006 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 _____

** OK per original, re-advertising fee N/A
 W032995 5/31/05 -SL*

187424

WARRANTY DEED

For Value Received CLOYD L. RHOE and EDNA RHOE, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

BERNARD CHOUTCHOURROU and TONI CHOUTCHOURROU, husband and wife,

the grantees, of Route 5, Box 145B, Caldwell, ID 83605,

the following described premises, located in Payette County, Idaho, to-wit:

In Twp. 6 N. R. 3 W., B.M., Payette County, Idaho: In Sec. 19:
A parcel of land situated in Government Lots 3 and 4, more particularly described as follows: Beginning at the Southwest corner of said Government Lot 4; thence N. 0°17'53" East along the West boundary of said Government Lots 4 and 3 a distance of 1845.60 feet; thence S. 89°40'02" East along a line parallel with the North boundary of said Government Lot 3 a distance of 694.15 feet to a point on the centerline of "D" Line Canal; thence traversing the centerline of "D" Line Canal; South 22°57'10" East 39.92 feet; South 11°09'10" East 102.37 feet; South 4°17'30" West 72.78 feet; South 12°12'30" West 114.01 feet; South 11°10'20" East 38.65 feet; South 31°44'10" East 59.19 feet; South 39°12'10" East 163.37 feet; South 16°16'00" East 94.55 feet; thence North 79°38'30" East 128.70 feet to a point on the centerline of Highway 30; thence South 7°53'30" East along the centerline of said Highway 30 a distance of 1255.25 feet to the South boundary of said Government Lot 4; thence North 89°43'57" West along the South boundary of said Government Lot 4 a distance of 1176.87 feet to the POINT OF BEGINNING.

ATTACHMENT A (33 pgs)

JAN 11 2006

INSTRUMENT No.

SUBJECT to a right-of-way for U.S. Highway 30 along the East boundary, and right-of-way for Black Canyon Irrigation District "D" Line Canal as the same crosses said tract of land.

Together with water and ditch rights and rights of way for water and ditches appurtenant thereto.

SUBJECT TO That certain Mortgage from Cloyd L. Rhoe and Edna Rhoe, husband and wife, to The Federal Land Bank of Spokane, a corporation, securing the payment of \$107,000.00 dated May 9, 1980, recorded May 30, 1980, Fee # 184428, Mortgage Records of Payette County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except 1981 taxes and assessments not yet due or payable, reservations contained in the patent to the title and easements as laid out or existing, and subject to all restrictions, conditions, zoning and other regulations imposed by any governmental entity or agency, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: January 13, 1981.

Cloyd L. Rhoe

Cloyd L. Rhoe

Edna Rhoe

Edna Rhoe

STATE OF IDAHO, COUNTY OF CANYON) ss
On this 13th day of Jan., 1981,
before me, a notary public in and for said State, personally
appeared CLOYD L. RHOE and EDNA RHOE,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to

STATE OF IDAHO, COUNTY OF *Payette*
I hereby certify that this instrument was filed for record at
the request of LAND TITLE INSURANCE COMPANY.

at 4 minutes past 3:00 o'clock p.m.,
this 16th day of January,
1981, in my office, and duly recorded in Book 48
of Deeds at page 187424

Eula Cheese

SCANNED

JAN 13 2006

246102

PC08530

WARRANTY DEED

FOR VALUE RECEIVED Darrell Scott Compton and Doreen Compton,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Bernard Choutchourrou and Toni
L. Choutchourrou, husband and wife

the Grantees, whose address is 6020 SE 10th, Caldwell, ID 83605

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part
hereof and is comprised of one (1) page.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns
forever. And the said Grantors do hereby covenant to and with the said Grantees, that they the owners in fee simple of said
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1993 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from
all lawful claims whatsoever.

DATED: October 19, 1993

Darrell Scott Compton
Darrell Scott Compton

Doreen Compton
Doreen Compton

STATE OF IDAHO

COUNTY OF CANYON

On this 25th day of October in the year 1993, before me, a Notary Public,
personally appeared Darrell Scott Compton and Doreen Compton known
or identified to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at PA 14-98

My commission expires

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
Nampa, IDAHO 83651

123 SOUTH FURFALL
CALDWELL, ID 83605

SCANNED

JAN 03 2006

A3

246102

EXHIBIT "A"

A parcel of land being a portion of the Southeast 1/4 of the Southwest 1/4 and Government Lot 4, all in Section 19, T.6N., R.3W., B.M., Payette County, Idaho, said parcel being more particularly described as follows:

Commencing at the Brass Cap marking the South 1/4 corner of said Section 19; thence, N.0°06'00"W. 25.00 feet along the east line of said SE 1/4 SW 1/4 of Section 19 to an iron pin; thence, N.89°43'57"W. 22.00 feet along the north right-of-way of SE 10th. Avenue to an iron pin, said point being the REAL POINT OF BEGINNING; thence continuing along said right-of-way, N.89°43'57"W. 1392.01 feet to an iron pin; thence, N.7°53'32"W. 936.52 feet along the east right-of-way of US Highway 30 to an iron pin; thence leaving said right-of-way, S.89°43'57"E. 962.71 feet to an iron pin on the east right-of-way of Black Canyon Canal; thence along said right-of-way the following courses and distances to iron pins: S.54°35'34"E. 172.76 feet; thence, S.44°55'41"E. 107.30 feet; thence leaving said right-of-way, S.77°12'44"E. 352.48 feet to an iron pin; thence, S.0°12'38"W. 675.80 feet to the REAL POINT OF BEGINNING, said parcel containing 28.913 acres.

Darrell Scott Compton
Doreen Compton

246102

State of Idaho, County of Payette

I certify that this instrument was filed for record at the request of

FIRST AMERICAN TITLE CO.

Oct. 26, 1993 4:20 PM, in Book 48 Deeds pg. 246102.

Laura L. Stiggle, Ex-Officio Recorder by

Debra J. [Signature]

fee \$600

SCANNED

JAN 03 2006

A4

302418

WARRANTY DEED

25 4/4 (EC) (T.C)
136
138

FOR VALUE RECEIVED, THE KARL AND VIRGINIA RUCKER FAMILY TRUST, the Grantor, does hereby grant, bargain, sell and convey unto BERNARD CHOUTCHOURROU and TONI CHOUTCHOURROU, Husband and Wife, the Grantees, whose current address is 6020 S.E. 10th Avenue, Caldwell, Idaho, 83604, and JEAN CHOUTCHOURROU, an unmarried man, of 6133 N. Marty, Fresno, California, 93722, the following described real property located in Payette County, Idaho, to-wit:

All that property described on Exhibit "A" attached hereto and by this reference made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and ditch rights and rights of way for water and ditches.

TO HAVE AND HOLD the said premises, with their appurtenances unto said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises and that said premises are free from all encumbrances except:

Taxes and assessments of all taxing units not yet due and payable.

Reservations in patents or state grants or in acts authorizing the issuance thereof.

All repayment contracts between any irrigation districts within which the premises are situated and any government or agency.

The bonded debt of all taxing units within which said premises are located.

Restrictions imposed by law, ordinance, or regulation imposed by any governmental entity, department or agency.

Restrictions contained in any covenants of record affecting the premises.

All rights of way or easements affecting the premises regardless of how evidenced or acquired and whether the same appear of record or not.

Questions of location, boundary and area; overlaps or

302418

encroachments.

DATED this ____ day of October, 1998.

THE KARL AND VIRGINIA RUCKER
FAMILY TRUSTBy: Karl Rucker
Virginia Rucker Trustee

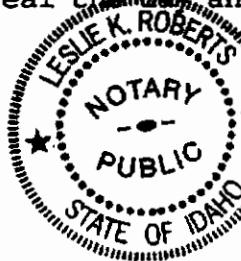
STATE OF IDAHO)

) ss:

County of Canyon)

On this 30 day of October, 1998, before me a Notary Public, personally appeared Karl Rucker Virginia Rucker, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of THE KARL AND VIRGINIA RUCKER FAMILY TRUST, and acknowledged to me that he executed the same as such Trustee.

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

Leslie K Roberts
Notary Public for IdahoResiding at ManilaMy Commission Expires: 7-19-2004

302418

EXHIBIT "A"

PARCEL 1:

The South half of the North half of the Northeast Quarter and the South Half of the Northeast Quarter in Section 25, Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho.

EXCEPTING THEREFROM that portion conveyed to the State of Idaho for highway purposes by Deed recorded March 7, 1960 as Instrument No. 106850, Deed Records, Payette County, Idaho.

PARCEL II:

The Northeast Quarter of the Southeast Quarter in Section 25 in Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho.

PARCEL III:

All that part of the Northwest quarter of the Southeast quarter of Section 25, Township 6 North, Range 4 West, Boise Meridian, County of Payette, State of Idaho; lying East of the East line of the Highway as conveyed to the State of Idaho by Deed recorded March 7, 1960, as Instrument No. 106851, Deed Records, Payette County, Idaho.

PARCEL IV:

The North Half of the North Half of the Southeast Quarter of the Southeast Quarter, and the North Half of the South Half of the North Half of the Southeast Quarter of the Southeast Quarter in Section 25 in Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho.

302418

STATE OF IDAHO } ss
County of Payette

I hereby certify that this instrument
was filed for record at the request of

Pioneer Title Company

Time 11:15 AM

Date July 15, 2005

Instrument # 302418 Deeds

LAURA L. STIGILE

Deputy Recorder

By *[Signature]*

Fee \$9.00

SCANNED

JAN 03 2006

A7

325855

P19141

WARRANTY DEED

4C
21

FOR VALUE RECEIVED ROD & MAUREEN FRISBY FAMILY LIMITED PARTNERSHIP, ACTING BY AND THROUGH GENERAL PARTNERS RODNEY A. FRISBY and MAUREEN G. FRISBY, husband and wife, the Grantor, whose address is 6205 SE 8th Avenue, Caldwell, Idaho 83607, does hereby grant, bargain, sell and convey unto BERNARD CHOUTCHOURRU and TONI CHOUTCHOURRU, husband and wife, Grantees, whose address is 6020 SE 10th Avenue, Caldwell, Idaho 83607, the following described premises, situated in Payette County, State of Idaho, to-wit:

See Exhibits "A" and "B" attached hereto and incorporated herein by reference and identified as "Frisby to Choutchourru property".

Together with all and singular the tenements, hereditaments and appurtenances.

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns, in fee simple, subject to the following: all reservations in patents or state grants or in the laws authorizing the issuance thereof; the bonded debt of all taxing units; all zoning requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit; all repayment contracts between any irrigation district and the United States; all easements and rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same appears of record or not; terms of any Agreement pursuant to which this deed was executed; and exceptions appearing in any title insurance policy applying to the real property provided by Grantor to Grantees.

The property is sold in its present "AS IS" condition in all respects, including but not limited to, its title, its boundaries, water rights, environmental condition, appurtenances and improvements located thereon.

Excepted from said "AS IS" is respective transferor(s) representation that it/they has/have the power to convey a fee simple marketable title subject to the exceptions set forth in the standard form title insurance policy which the respective transferor(s) is/are obligated to provide hereunder.

This Deed shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, personal representatives, successors and permissible assigns.

Date: 12/2/2004

325855

ROD & MAUREEN FRISBY FAMILY LIMITED
PARTNERSHIP

By *Rodney A. Frisby*
Rodney A. Frisby

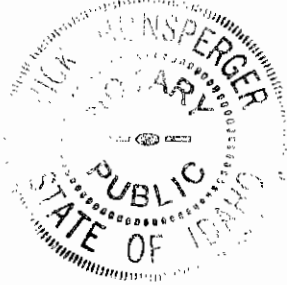
By *Maureen G. Frisby*
Maureen G. Frisby

GRANTOR

STATE OF IDAHO, County of Canyon) ss

On this 2nd day of December 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared RODNEY A. FRISBY and MAUREEN G. FRISBY, who being by me first duly sworn, declared that they are the General Partners of ROD & MAUREEN FRISBY FAMILY LIMITED PARTNERSHIP, and whose names are subscribed to the foregoing instrument as the General Partners signing for and in behalf of said limited partnership, and acknowledged to me that they in behalf of said 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 written above.



Vicki Hensperger
Notary Public for Idaho
Residing at: Caldwell, ID
My commission expires: 12/2/2010



Skinner Land Survey Co. Inc.

2512 South Georgia
Caldwell, ID 83605
(208) 454-0933
Fax (208) 454-9492

325855



Greg L. Skinner, PLS
Fritz Brownell, PLS
Rodney Kahle-Clark, PE

July 1, 2004

Legal Description Job No. MY1504

Parcel 1

This parcel is a portion of Government Lot 3 and Government Lot 4 of Section 30, Township 6 North, Range 3 West of the Boise Meridian, Payette County, Idaho and is more particularly described as follows.

BEGINNING at the northwest corner of said Government Lot 3;

thence South 89° 51' 50" East along the north boundary of said Government Lot 3 a distance of 679.00 feet to a point on the centerline of the Black Canyon "D" Canal as it now exists;

thence traversing said centerline as follows:

South 00° 10' 26" West a distance of 1322.57 feet to a point on the north boundary of said Government Lot 4;

continuing South 00° 10' 26" West a distance of 318.33 feet;

South 24° 37' 06" West a distance of 92.49 feet;

South 30° 32' 50" West a distance of 126.41 feet;

South 03° 14' 02" East a distance of 182.81 feet;

South 29° 32' 39" West a distance of 131.90 feet;

thence leaving said centerline and bearing South 89° 03' 49" East a distance of 27.78 feet to a point on the southeasterly top of bank of said Black Canyon "D" Canal as it now exists;

thence traversing said southeasterly top of bank as follows:

South 56° 37' 37" West a distance of 369.21 feet;

South 59° 07' 42" West a distance of 67.00 feet;

325855

Legal Description, Job No. MY1504
Parcel 1, page 2 of 2

North 89° 25' 51" West a distance of 60.59 feet;

North 62° 58' 47" West a distance of 70.08 feet;

North 37° 41' 09" West a distance of 95.60 feet to a point on the west boundary of said Government Lot 4;

thence leaving said southeasterly top of bank and bearing North 00° 04' 33" East along said west boundary a distance of 939.76 feet to the southwest corner of said Government Lot 3;

thence North 00° 04' 33" East along the west boundary of said Government Lot 3 a distance of 1322.80 feet to the **POINT OF BEGINNING**.

This parcel contains 34.08 acres, more or less, and is subject to all easements and rights-of-way of record or implied.



325855



LIMITED BOUNDARIES, INC. DBA
Bergey Land Surveying
1103 W. Main St.
Middleton, ID 83644

Walt Neitz, PLS
Doug Bergey, PLS
Phone: 208.585.5858
Fax: 208.585.9001

**DESCRIPTION FOR
ROD FRISBY**

The following describes a parcel of real property situate in the East Half of the Southeast Quarter (E1/2SE1/4) of Section 24 and the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 25, Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho, being more particularly described as follows:

Commencing at the East Quarter Corner of said Section 24; thence, along the easterly boundary of said E1/2SE1/4, S00°15'32"W, 1158.40 feet, to the **POINT OF BEGINNING**:

Thence, along said easterly boundary, S00°15'32"W, 1488.91 feet, to the Section Corner Common to Sections 24 and 25 of said Township 6 North, Range 4 West, B.M., and Sections 19 and 30 of Township 6 North, Range 3 West, B.M.;
Thence, along the easterly boundary of said Section 25, S00°01'56"W, 630.55 feet;
Thence, departing said easterly boundary, N89°27'56"W, 815.32 feet;
Thence, N11°33'42"E, 897.16 feet;
Thence, N11°02'06"W, 775.25 feet;
Thence, N59°10'28"E, 921.06 feet, to the easterly boundary of said E1/2SE1/4 of said Section 24, and the **POINT OF BEGINNING**, comprising of 31.44 acres more or less.

BASIS OF BEARING: Geodetic North, by GPS observations.

SUBJECT TO: Any easement or reservations of record or appearing on the above described parcel of land.

Instrument # 325855

PAYETTE COUNTY

2005-04-27

04:55:00 No. of Pages: 5

Recorded for : AMERITITLE

BETTY J DRESSEN

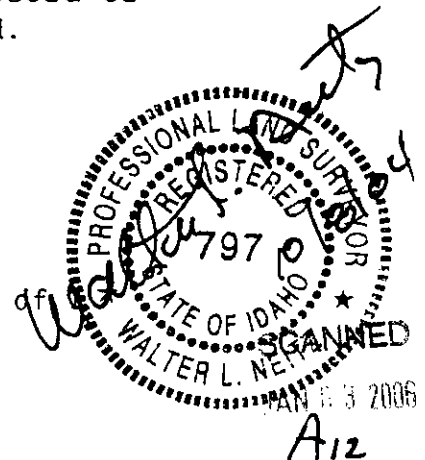
Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Kathryn A. Dressen
Deeds

EXHIBIT "B" - FRISBY TO CHOUTCHOURRU PROPERTY - Page 1 of 1



FA-6032
#54 #57

243371

WARRANTY DEED

FOR VALUE Received, GLENN E. TALBOT and MARILYN C. TALBOT, husband and wife, of P. O. Box 426, Parma, Idaho 83660, Grantors, do hereby grant, bargain, sell and convey unto BERNARD CHOUTCHOURROU and TONI L. CHOUTCHOURROU, husband and wife, of 6020 SE 10th, Caldwell, Idaho 83605, Grantees, the following described premises situated in Payette County, State of Idaho, to wit:

Lots 1 and 2 in Section 30, Township 6 North, Range 3 West of the Boise Meridian in Payette County, Idaho;

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;

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

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owner in fee simple of said premises; that said premises are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED This 29 day of MARCH, 1993.

Glenn E. Talbot
GLENN E. TALBOT

and Marilyn C. Talbot
MARILYN C. TALBOT

SCANNED
JAN 13 2006

A13

243371

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 29th day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN E. TALBOT and MARILYN C. TALBOT, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Robert F. Alexanderson
Notary Public for Idaho
Residing at Caldwell, Idaho

243371

State of Idaho, County of Payette

I certify that this instrument was filed for record at the request of FIRST AMERICAN TITLE CO.

April 19, 1993 2:32 PM, in Book 48 Page 243371Laura L. Wile, Ex-Officio Recorder by [Signature]; Deputy Fee \$6.00SCANNED
JAN 03 2006

A14

ADA COUNTY CONSOLIDATED PROPERTY TAX BILL

ADA COUNTY TREASURER -- TAX COLLECTOR FOR TAXING DISTRICTS OF ADA COUNTY

P.O. BOX 2368, BOISE, ID 83701 PH. #(208) 287-6800

REAL PROPERTY TAX BILL

LEGAL DESCRIPTION:

NE4

SEC 21 1N 1W

DELINQUENT TAXES

PARCEL NUMBER

5222110000

PHONE(208)
287-6600 FOR
AMOUNT
INCLUDING
CURRENT LATE
CHARGES AND
INTEREST.

YEAR

TAX YEAR

CODE AREA

BILL NUMBER

2004

208

863494

Mortgage Company Requesting Your Tax Bill

PROPERTY ADDRESS: W KUNA CAVE RD

This is a listing of the total amount you pay each taxing district, including bonds, overrides, and certifications if applicable. Please individual taxing districts with questions regarding taxes.

% Levy Change	Name of Taxing District	Taxing District Phone Number	Taxing District Total Levy Amount	Tax Amount By Taxing District
-3.63	SCHOOL DIST. 1361	495-1141	.0039493	519.13
1.59	SCHOOL #1361 BOND	495-1141	.0027359	221.06
2.13	ADA COUNTY	267-7000	.0028597	231.05
-0.09	KUNA FIRE	922-1144	.0009967	80.52
-11.53	KUNA FIRE BOND	922-1144	.0001483	11.93
2.08	ADA COUNTY HIGHWA	387-6120	.0010334	83.42
0.22	EMERGENCY MEDICAL	287-2950	.0001227	9.92
6.33	PEST EXTERMINATION	889 2316	.0001107	8.94
Total			.011955882	966.04

Tax # 393-4156

LESS PRE-ADJUSTMENTS

TOTAL PROPERTY TAX BILLED**966.04**

LESS PRE-PAYMENTS

LESS CIRCUIT BREAKER (SENIOR CITIZEN) EXEMPTION

LESS ADDITIONAL PAYMENTS

966.04

ADJUSTMENTS - CHARGES

TOTAL TAXES DUE**0.00**

CURRENT YEAR PROPERTY TAX	PRIOR YEAR PROPERTY TAX	CURRENT YEAR TAXABLE VALUE	PRIOR YEAR TAXABLE VALUE	ASSESSED VALUE	HOMESOWNERS EXEMPTION
966.04	949.84	80,600	78,900	80,800	0

MELLIN PROPERTIES LIMITED PARTNERSHIP
4500 N TUMBLEWEED LN
BOISE ID 83713-2500**DUE DATE: Dec 20, 2004**

SCANNED

JAN 03 2005

Ais

Ralph Mellin
ADA COUNTY RECORDER
JAN 28 2005

2001 NOV 30 PM 4:55

RECORDED - FEE LIST OF

FEE 3 DEPT. *Chickering*

101126945

QUITCLAIM DEED

For Value Received the MELLIN FAMILY LIMITED PARTNERSHIP hereby conveys, releases, renounces and forever quit claims unto the MELLIN PROPERTIES LIMITED PARTNERSHIP whose address is 4500 North Tumbleweed Lane, Boise, Idaho 83713-2500, the following described premises situated in Ada County, Idaho:

The NE 1/4 of Section 21, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, together with all and singular the tenements, hereditaments, improvements, easements and appurtenances there unto belonging or in any ways appertaining, including all water and water rights, ditches and ditch rights owned or used in connection or appealing on the land, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises

DATED this 30 day of November, 2001.

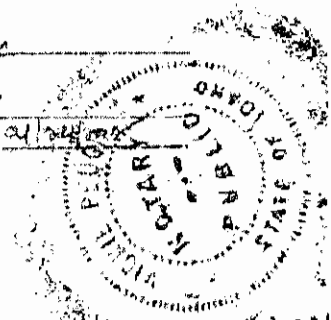
Ralph Mellin
Ralph Mellin, General Partner
Mellin Family Limited Partnership

STATE OF Idaho)
)ss
County of Ada)

On this 30 day of November 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH MELLIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Victor Leaph
NOTARY PUBLIC
Residence 602 E. Idaho
My Commission Expires 01/01/05



SCANNED
JAN 03 2005

A16

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 TONI AND BEN CHOUTCHOUROU ("Buyer"), individuals. 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 30.0 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 30.0 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>
(.50 cfs / 135 afa)	30.0 acres ^{3.5} acres NENE, ^{3.8} acres NWNE, ^{9.2} acres SWNE, and ^{13.5} acres SENE, Section 21, Township 1 North, Range 1 West, Ada County, Idaho) (T.C.) RM

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 112.5 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>
(1.88 cfs / 507 afa)	112.5 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:

Seller's Initials: RM

JOHNNEL

JAN 04 2006

A17

3. Purchase Price. The Purchase Price for the relevant portion of Water Right #63-7194 identified above (.50 cfs / 135 sfa / 30.0 acres) shall be [REDACTED], payable as follows:

a. Down Payment. The sum of [REDACTED] which equals [REDACTED] 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 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. [REDACTED], being the Purchase Price less the down payment, shall be due and payable to Seller at Closing.

4. Closing.

a. Closing Date. Within fourteen (14) days of IDWR's final approval of the transfer application, 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 acknowledgment, if needed) and deposit into escrow with Closing Agent all instruments, documents and the remaining balance [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, 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.

CONTRACT FOR SALE OF A WATER RIGHT

Page 2 of 9

Buyer's Initials: [REDACTED]
Seller's Initials: [REDACTED]

SCANNED
JAN 11 3 2006

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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.

CONTRACT FOR SALE OF A WATER RIGHT

Page 3 of 9

Buyer's Initials:

Seller's Initials: *[Signature]*

SCANNED
JAN 13 2006

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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.

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 approval notice indicates IDWR will grant said transfer as applied for, or if the approval 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 amount of the reduction of the water right will be borne by the Buyer, without any reimbursement by Seller to Buyer. 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.

CONTRACT FOR SALE OF A WATER RIGHT

Page 4 of 9

Buyer's Initials:

Seller's Initials: *RM*

SCANNED

JAN 11 2006

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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. 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

Buyer's Initials: _____
Seller's Initials: AM

SCANNED
JAN 11 2006

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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) [REDACTED] of the total Purchase Price which equals [REDACTED] 2) plus the return of the down payment [REDACTED] 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 or rejection of the transfer application, shall be limited to: 1) the right to request IDWR to rescind the transfer; 2) plus the retention of the down payment [REDACTED] 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

Buyer

Ben Choutchourrou
c/o Choutchourron Dairy
6020 S.E. 10th Ave.
Caldwell, Idaho 83607
Telephone: (208) 459-1898

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) 733-2444

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

CONTRACT FOR SALE OF A WATER RIGHT

Page 6 of 9

Buyer's Initials: [REDACTED]
Seller's Initials: [REDACTED]

SCANNED
JAN 13 2006
A22

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.

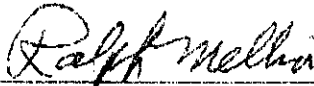
17. Effective Date. The Effective Date of this Agreement shall be the date on which both Buyer and Seller executed this Agreement, if executed on the same day, or the later date, if executed on different days.

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

DATED this 22 day of April, 2005

SELLER:

Mellin Properties Limited Partnership



Ralph Mellin, General Partner

STATE OF IDAHO)

) ss.

County of Ada)

On this 22 day of April, 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

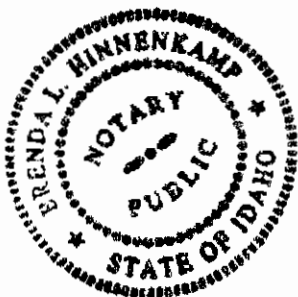
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Buyer's Initials:

Seller's Initials: RM

SCANNED
JAN 03 2006
A23

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 ID
 My commission expires: 9/2008

DATED this 14 day of April 2005

BUYER:

Toni Choutchourou
 Toni Choutchourou

STATE OF Idaho)
 County of Canyon) ss.

On this 14 day of April 2005, before me, a Notary Public for said County and State, personally appeared Toni Choutchourou 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.



Angel M. Francis
 NOTARY PUBLIC FOR Idaho
 Residing at: Caldwell, ID
 My commission expires: 12-10-2008

CONTRACT FOR SALE OF A WATER RIGHT

Page 8 of 9

Buyer's Initials:
 Seller's Initials: TS

SCANNED
 JAN 13 2006

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DATED this 14 day of April, 2005

BUYER:

Ben Choutchourou
Ben Choutchourou

STATE OF Idaho)
County of Canyon) ss.

On this 14 day of April, 2005, before me, a Notary Public for said County and State, personally appeared Ben Choutchourou 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.



Angel M. Francis
NOTARY PUBLIC FOR Idaho
Residing at: Caldwell, ID
My commission expires: 12-10-2008

CONTRACT FOR SALE OF A WATER RIGHT

Page 9 of 9

Buyer's Initials:
Seller's Initials: Ben

SCANNED
JAN 03 2006

A25

EXHIBIT "A"

SCANNED

JAN 03 2006

A26

SCANNED
JAN 03 2006
A27

EXHIBIT "B"

SCANNED
JAN 11 3 2006

A28

GRANT DEED

THIS INDENTURE, made this ____ day of _____, 2005, between Mellin Properties Limited Partnership, of 4500 North Tumbleweed, Boise, Idaho 83713 ("Grantor"), and Toni and Ben Choutchourrou, whose address is 6020 S.E. 10th Avenue, Caldwell, Idaho 83607 ("Grantee").

WITNESSETH:

The Grantor for and in consideration of [REDACTED] 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: 0.50 cubic feet per second / 135 acre feet per year

Acres: 30.0 acres (^{3.5} acres NENE, ^{3.4} acres NWNE, ^{9.2} acres SWNE, and ^{13.5} acres SESE 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: _____

GRANT DEED

SCANNED

JAN 13 2006

1

A29

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: _____

GRANT DEED

2

SCANNED
 JAN 13 2006

A30

EXHIBIT "C"

SCANNED
JAN 13 2006

A31

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

02/04/2005

WATER RIGHT NO. 63-7194

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MELLIN PROPERTIES LIMITED PARTNERSHIP 4500 N TUMBLEWEED BOISE, ID 83713 (208)322-7500

Original Owner	RALPH MELLIN 4500 N TUMBLEWEED BOISE, ID 83713-2500 (208)322-7500
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Original Owner	MARION SCHEMELZEL RT 1 NEW PLYMOUTH, ID 83645
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Priority Date: 02/07/1969
 Basis: License
 Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
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

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

SCANNED

JAN 11 2006

A32

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01W	21		NENE	38		NWNE	31.5		SWNE	33		SENE	40

Total Acres: 142.5

Conditions of Approval:

- This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient
1. CTR 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.

Remarks:

1. Purpose of Use: 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 THE 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.

Dates:

Other Information:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cery Act Number:
 Mitigation Plan: False

SCANNED
 JAN 04 2006