

Form 1-222
12-92STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

1. Name of Applicant Eureka Feeling, Inc Phone (650) 922-1023Mailing Address P.O. Box 9568, Avon, CO 81620c/o Rocky Mountain Environmental Associates, Inc.482 Constitution, Ste 303Idaho Falls, ID 83402(208) 524-2353Fax (208) 524-1795

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 Change in ownership

2. Describe the reason for the proposed changes: Applicant proposes to transfer a portion of a groundwater right 22-13584 to a 1.0 ac-ft pond with a surface area of 0.2 acres. The portion of right transferred will require a change in the place of use and the nature of use. The new place of use is known as Double F Ranch subdivision, a development by Eureka Feeling, Inc.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount Nature of Use Period of Use

22-13584	01/08/1991	0.01 cfs	Diversion to Storage	1/01 to 12/31
		1.0 af	Fire Protection Storage	1/01 to 12/31

2. Total amount of water being transferred 0.01 cubic feet per second and/or 1.0 acre-feet per annum.

3. Source of water Groundwater tributary to NA

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local Name for Diversion
	NE	NE	NW	33	06N	44E	TETON	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
06N	44E	33					F												

RECEIVED Total Acres NA

JAN 08 2008

Department of Water Resources
Eastern Region

74457

PART 1

8. General Information:

- a. Description of diversion system: Submersible pump in 8 inch well. Open discharge from well to adjacent pond.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ☐ Yes ☒ No If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: 0.5 acres of irrigated land will no longer be irrigated.
- d. Remarks: See attached mitigation plan. Volume of 1.0 ac-ft to be transferred is based on the historical consumptive use of 2.0 ac-ft/acre. The pond will be filled through renting water from the Water Bank. This right will be used to compensate for evaporative losses. The water right being transferred has been split, which is not yet recorded with IDWR. Attached is a Split History including warranty deeds that details the splits.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Right No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20__

for the Director

PART 3

B. CHANGES IN NATURE OF USE

- | 1. | New Nature of Use | Amount (cfs/af-ac) | Hours/days/year | Period of use |
|----|--------------------------------|--------------------|-----------------------|-----------------------|
| | <u>Diversion to Storage</u> | <u>0.01</u> cfs | <u>24hr/365dys/yr</u> | <u>01/01 to 12/31</u> |
| | <u>Fire Protection Storage</u> | <u>1.0</u> ac-ft | <u>24hr/365dys/yr</u> | <u>01/01 to 12/31</u> |

2. Quantity and quality of return flows and location of discharge: There will be no return flows. All water pumped into the pond will be for maintenance to compensate for evaporation. Transfer quantity is actually for a larger amount of water than is necessary to maintain the level of the pond; however, the quantity is required to meet the storage requirement of 1.0 ac-ft. The consumptive use will be less than the previously irrigated 0.5 acre of the original place of use.

3. Describe effects on other water uses resulting from the proposed change: Diversion during the non-irrigation season will be minimal. No effects on other water uses.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

WATER RIGHT NO. 22-13584

Owner Type **Name and Address**
Current Owner JARED E NUSBAUM
Current Owner LINDA S NUSBAUM

Priority Date: 01/08/1991
Basis: License
Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use From To Diversion Rate Volume
IRRIGATION 04/15 10/15 0.88 CFS
Total Diversion 0.88 CFS

Location of Point(s) of Diversion:

GROUND WATER SWNE Sec. 05 Township 05N Range 45E TETON County

Licensed Diversion Capacity: 2.74

Total diversion rate of original license 22-7690 that carried over.

Place(s) of use: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	5		SWNE	8.7									
				NESW	37.5									

Total Acres: 46.2

Conditions of Approval:

The right holder shall use the full allotment of appurtenant surface water rights, to the extent they are available, in conjunction with groundwater diverted pursuant to this right. This right to divert groundwater shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use without the approval of the Department. This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 161.7 af for the lands above.

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

1. Amount 0.01 cfs for irrigation purposed from 4/15 to 10/15

2. Points of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local Name for Diversion
		SW	NE	5	05N	45E	TETON	

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	
05N	45E	5									0.5								0.5

Total Acres 0.5

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT

1. Amount 0.87 cfs for irrigation purposed from 4/15 to 10/15

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local Name for Diversion
		SW	NE	5	05N	45E	TETON	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
05N	45E	5			8.7						37								45.7

Total Acres 45.7

PART 3

B. CHANGES IN NATURE OF USE

1.	New Nature of Use	Amount (cfs/af-ac)	Hours/days/year	Period of use
	<u>Diversion to Storage</u>	<u>0.01</u> cfs	<u>24hr/365dys/yr</u>	<u>01/01 to 12/31</u>
	<u>Fire Protection Storage</u>	<u>1.8</u> ac-ft	<u>24hr/365dys/yr</u>	<u>01/01 to 12/31</u>

2. Quantity and quality of return flows and location of discharge: There will be no return flows. All water pumped into the pond will be for maintenance to compensate for evaporation. Transfer quantity is actually for a larger amount of water than is necessary to maintain the level of the pond; however, the quantity is required to meet the storage requirement of 1.0 ac-ft. The consumptive use will be less than the previously irrigated 0.5 acre of the original place of use.

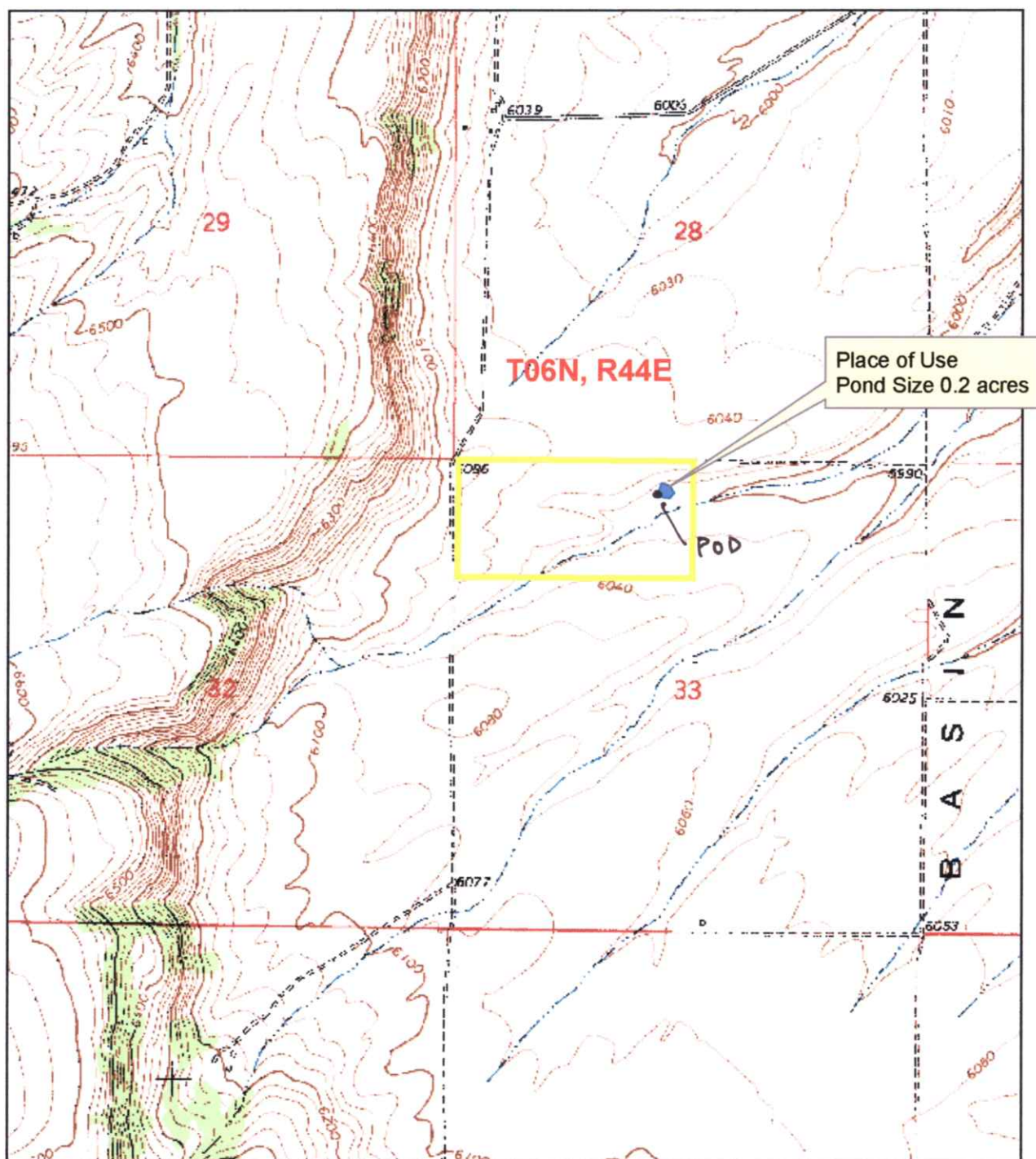
3. Describe effects on other water uses resulting from the proposed change: Diversion during the non-irrigation season will be minimal. No effects on other water uses.

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Transfer of Water Right 22-13584

Eureka Feeling, Inc Property
Double 'F' Ranch Site Location



0 500 1,000 2,000 Feet

USGS Topographic Map
Packsaddle Lake Quadrangle

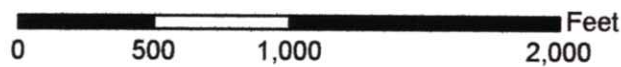
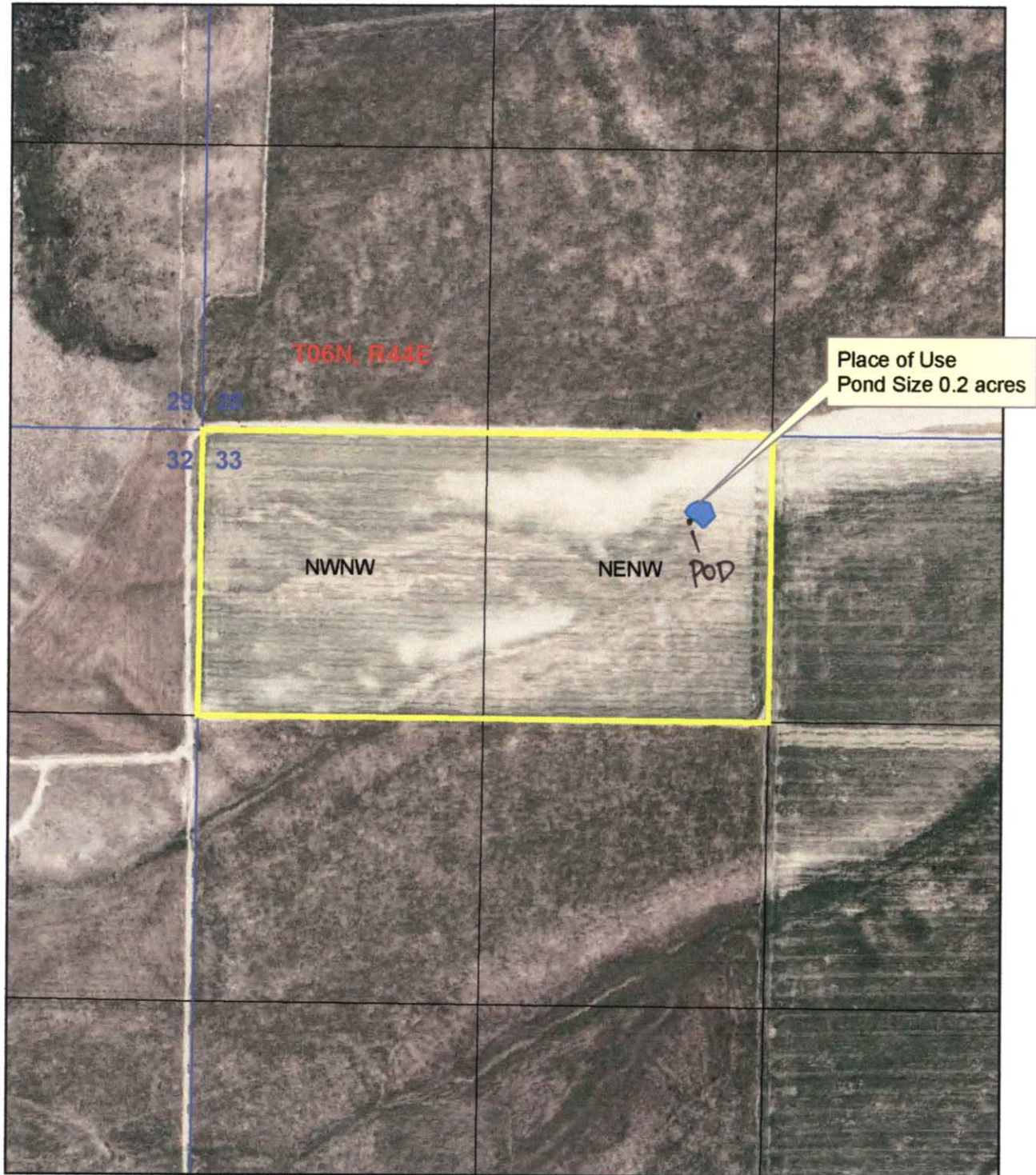
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Transfer of Water Right 22-13584

Eureka Feeling, Inc Property
Double 'F' Ranch Site Location



2006 NAIP Photography

74457

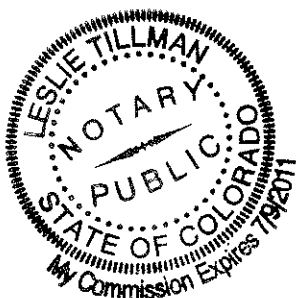
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information in this application is true to the best of my knowledge.

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

Eduard F. McGlinn
 Eureka Feeding, Inc. President
 (Signature of Applicant) (Office or Position of Authority)

Edmund F. McGlinn
 (Printed Name)

Subscribed and sworn to before me this 10th day of November, 2007



Leslie Tillman
 Notary Public
 My Commission expires: 7/9/2011

FOR DEPARTMENT USE ONLY

Transfer contains 9 pages and 21 attachments
 Received by _____ Date _____ Protest filed by _____
 Prelim check by _____ Fee \$100 E033473
 Receipted by _____ Date 10/9/07
 Published in Teton Valley News Copies of protest forwarded by _____
 Pub. Dates _____ Hearing held by _____ Date _____
 Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial
 _____ rec'd _____ By _____
 Copy of transfer sent to lien holder _____



**Application for Transfer of Water Right No. 22-13584
Double "F" Ranch Home Owners Association**

Mitigation Plan

The intent of this transfer is to change the nature of use of 0.5 acres of irrigated ground under the ground water right 22-13584 to be used in a fire pond of 0.2 acre surface area. To accomplish the first time fill of the 1.0 acre-foot lined pond, owners will rent water from either the Water Supply Bank. This ground water right will be used thereafter to maintain water levels due to evaporative losses. Based on the evaporation and precipitation values taken from the Tetonia Experiment Station, a pond of such dimension will lose 0.35 acre-feet to evaporation annually. Irrigation requirements taken from the Allen and Robison report show that one acre of irrigated alfalfa hay—less frequent cuttings will consume 2.0 acre-feet of water. At 0.35 acre-feet and an irrigation requirement of only 2.0 acre-feet/acre ($0.35 \text{ acre-feet} / 2.0 \text{ feet/season} = 0.17 \text{ acres}$), 0.17 acre of irrigated ground will be required to supply evaporative loss requirements. However, 0.17 ac of water right will not supply the volume of 1.0 ac-ft required for the storage pond. To accommodate the storage component, 0.5 ac must be transferred. This will provide 1.0 ac-ft based on consumptive use requirements of alfalfa hay.



Pond Consumptive Use Calculations
Climate Station: Tetonla Experiment Station, Idaho 109065
Eureka Feeling, Inc. / Double "F" Ranch

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Annual FWW Evaporation (inches)*	35	35	35	35	35	35	35	35	35	35	35	35	35
Monthly Distribution (%)**	1	2	4	7	12	15	19	16	11	6	4	3	100
Monthly FWS Evaporation (in/mo)	0.35	0.7	1.4	2.45	4.2	5.25	6.65	5.6	3.85	2.1	1.4	1.05	35
Avg. Total Precipitation (in/mo)**	1.71	1.1	1.05	1.28	2.08	1.82	1.06	1.07	1.28	1.28	1.1	1.46	16.3
Pond Loss (Evap. - Precip., in)	0	0	0.35	1.17	2.12	3.43	5.59	4.53	2.57	0.82	0.3	0	20.88
Pond Surface Area (acres)	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Total Pond Loss (ac-in)	0.0	0.0	0.1	0.2	0.4	0.7	1.1	0.9	0.5	0.2	0.1	0.0	4.2
Total Pond Loss (ac-ft)	0.00	0.00	0.01	0.02	0.04	0.06	0.09	0.08	0.04	0.01	0.01	0.00	0.35

Note: for months where precipitation exceeds evaporation, the resultant pond loss is set to zero

Irrigation Consumption		Crop
Mean Irrig. Requirement (in/seas.)***	28.2	Alfalfa hay
Mean Irrig. Requirement (ft/seas.)***	2.35	
Acres to dry up for pond use	0.15	

*Molnau, Myron, Kpordze, Kojo C.S., and Craine, Katherine L., 1992. Monthly shallow pond evaporation in Idaho. ASAE paper PNW 92-111.

**Data obtained from the Western Regional Climate Center, Monthly Climate Summary, Period of Record 9/1/1905 to 5/31/1974. See attached.

***Precipitation Deficit values used synonymously with mean irrigation requirement. Values taken from Allen, Richard G. and Clarence W. Robison, 2006 (Revised 2007). Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho, Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, 11-2-2007 717 mm from the Tetonla Experiment Station

Summary of Eureka Feeling, Inc Transfer Requirements

Double "F" Ranch

Summary of Eureka Feeling, Inc Transfer Requirements					
Double "F" Ranch					
Original Ground Water Right to be Transferred 2213584		Diversion Rate (cfs)	Place of Use (acres)	cfs per acre	AF per acre*
		0.88	46.2	0.019	2.00
Amount of Water Needed For Evaporation		Pond Surface Area (acres)	Acres Equivalent to Evaporative Loss	cfs required	Total Pond Loss (AF)**
			Ac= Total Pond Loss / AF per ac		
		0.2	0.17	0.003	0.35
Amount of Water Needed for Pond Fill***	Pond Depth (ft)	Pond Volume (AF)	Acres Equivalent to Pond Fill	cfs required	AF required
			Ac= AF per ac / Pond Volume		
		1.00	0.50	0.010	1
al Water Needed for Transfer		For Evaporation			
		cfs	0.010		
		AF	1.00		
		acres	0.50		

*Values calculated using the mean irrigation requirement of alfalfa hay taken from Allen, Richard G. and Clarence W. Robison, 2006 (Revised 2007).
Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho, Research Technical Completion Report, Kimberly Research and Extension
Center, University of Idaho, Moscow, ID.

**Value calculated using precipitation and evaporation values from the Tetonia Experiment Station 109065.

***These numbers are based on the ground water right being used in the transfer. However, the applicant is not transferring enough water to fill the pond,
only maintain it. Pond fill will be accomplished through renting water from the bank.



11/20/2007

**Application for Transfer of Water Right No. 22-13584
Eureka Feeling, Inc**

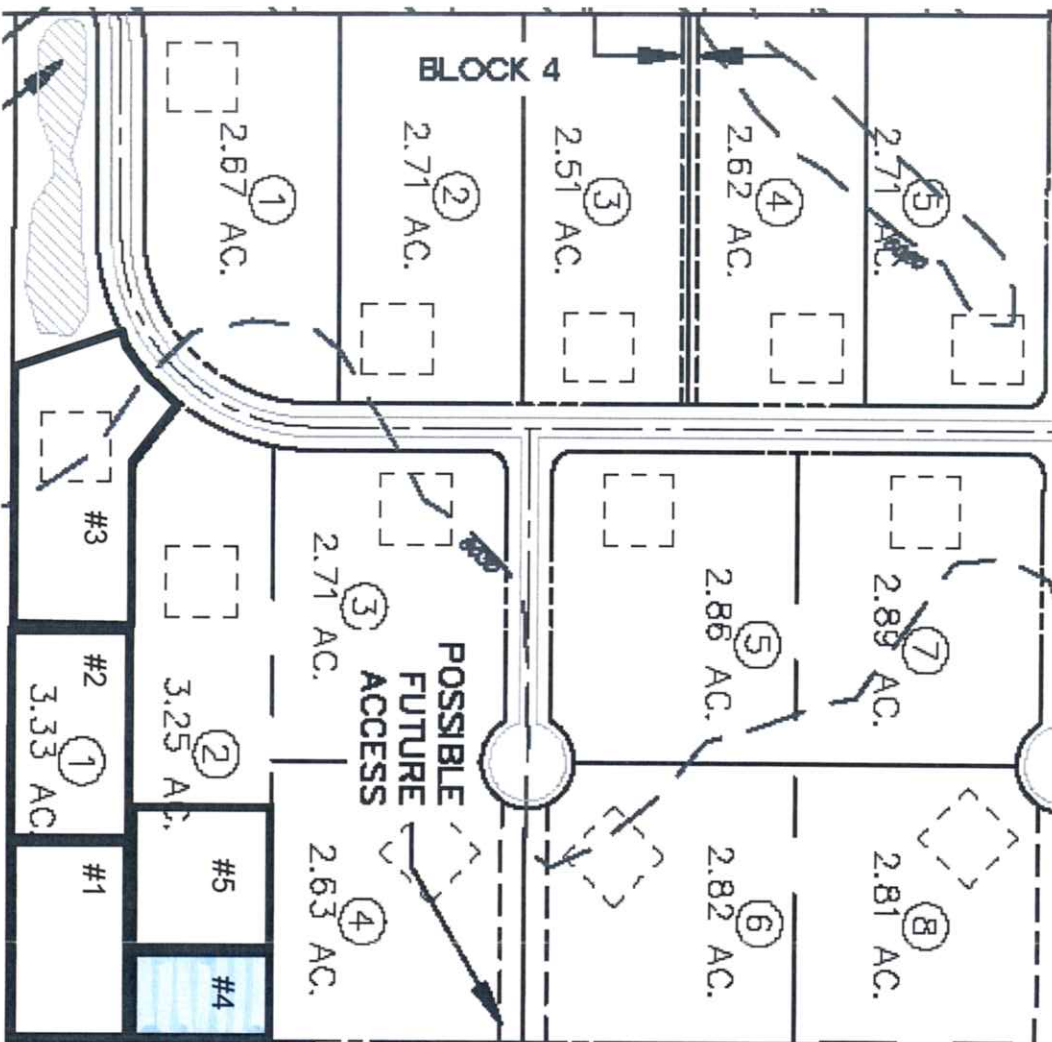
Mitigation Plan

The intent of this transfer is to change the nature of use of 0.5 acres of irrigated ground under the ground water right 22-13584 to be used in a fire pond of 0.2 acre surface area. To accomplish the first time fill of the 1.0 acre-foot lined pond, owners will rent water from the Water Supply Bank. This ground water right will be used thereafter to maintain water levels due to evaporative losses. Based on the evaporation and precipitation values taken from the Tetonia Experiment Station, a pond of such dimension will lose 0.35 acre-feet to evaporation annually. Irrigation requirements taken from the Allen and Robison report show that one acre of irrigated alfalfa hay—less frequent cuttings will consume 2.0 acre-feet of water. At 0.35 acre-feet and an irrigation requirement of only 2.0 acre-feet/acre ($0.35 \text{ acre-feet} / 2.0 \text{ feet/season} = 0.17 \text{ acres}$), 0.17 acre of irrigated ground will be required to supply evaporative loss requirements. However, 0.17 ac of water right will not supply the volume of 1.0 ac-ft required for the storage pond. To accommodate the storage component, 0.5 ac must be transferred. This will provide 1.0 ac-ft based on consumptive use requirements of alfalfa hay; or based on the diversion rate of 0.01 cfs/ac/season, this will provide 1.8 ac-ft, which is the maximum allowable diversion volume by state law.

ATTACHMENT T 74457
4 OF 21



Map Indicating Lands to be dried up upon approval of Transfer
 BC Properties LLC
 T5N, R4SE, Sec 5, NESW

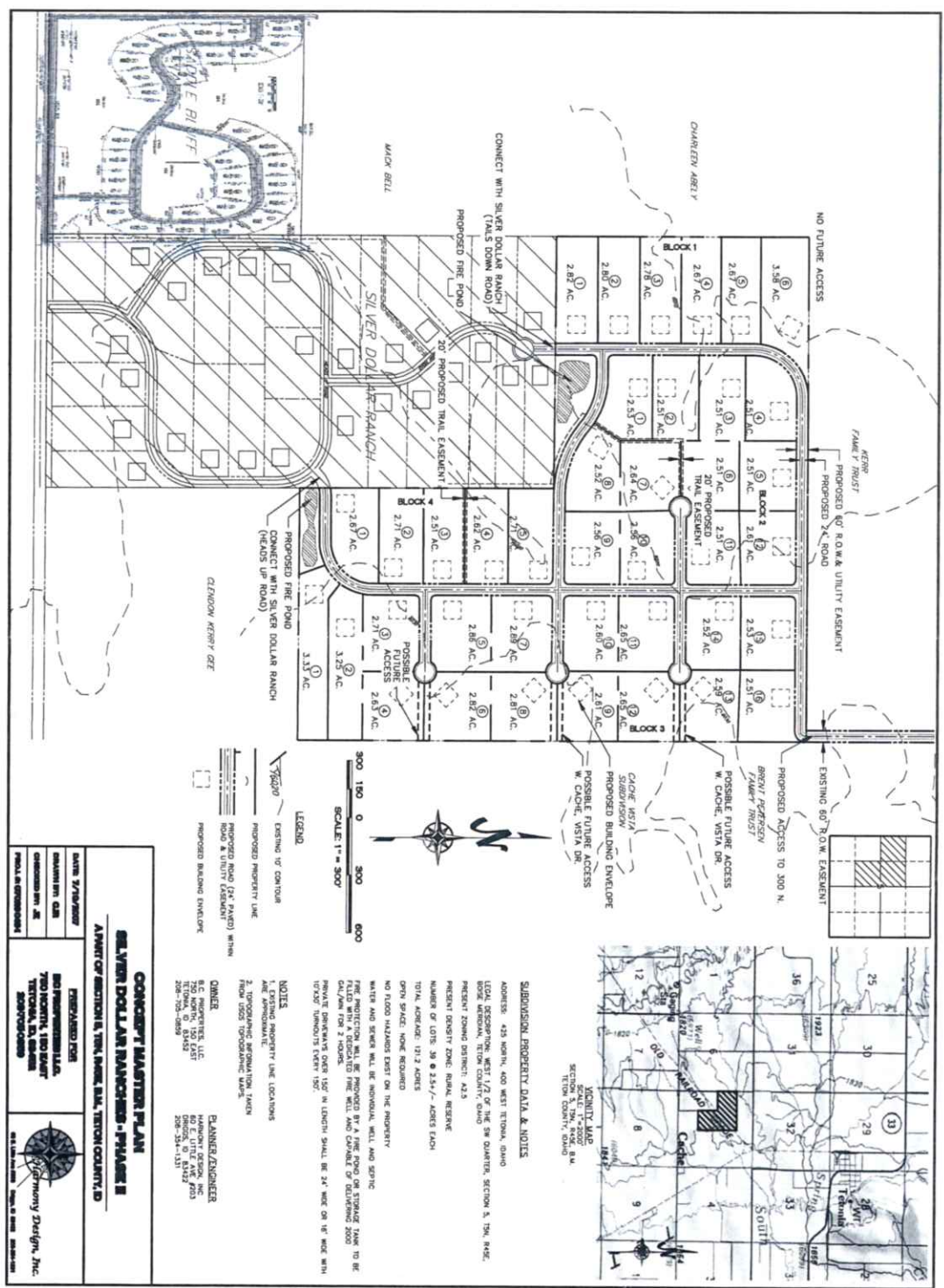


Buyers of the Water Rights from the Indicated Lands

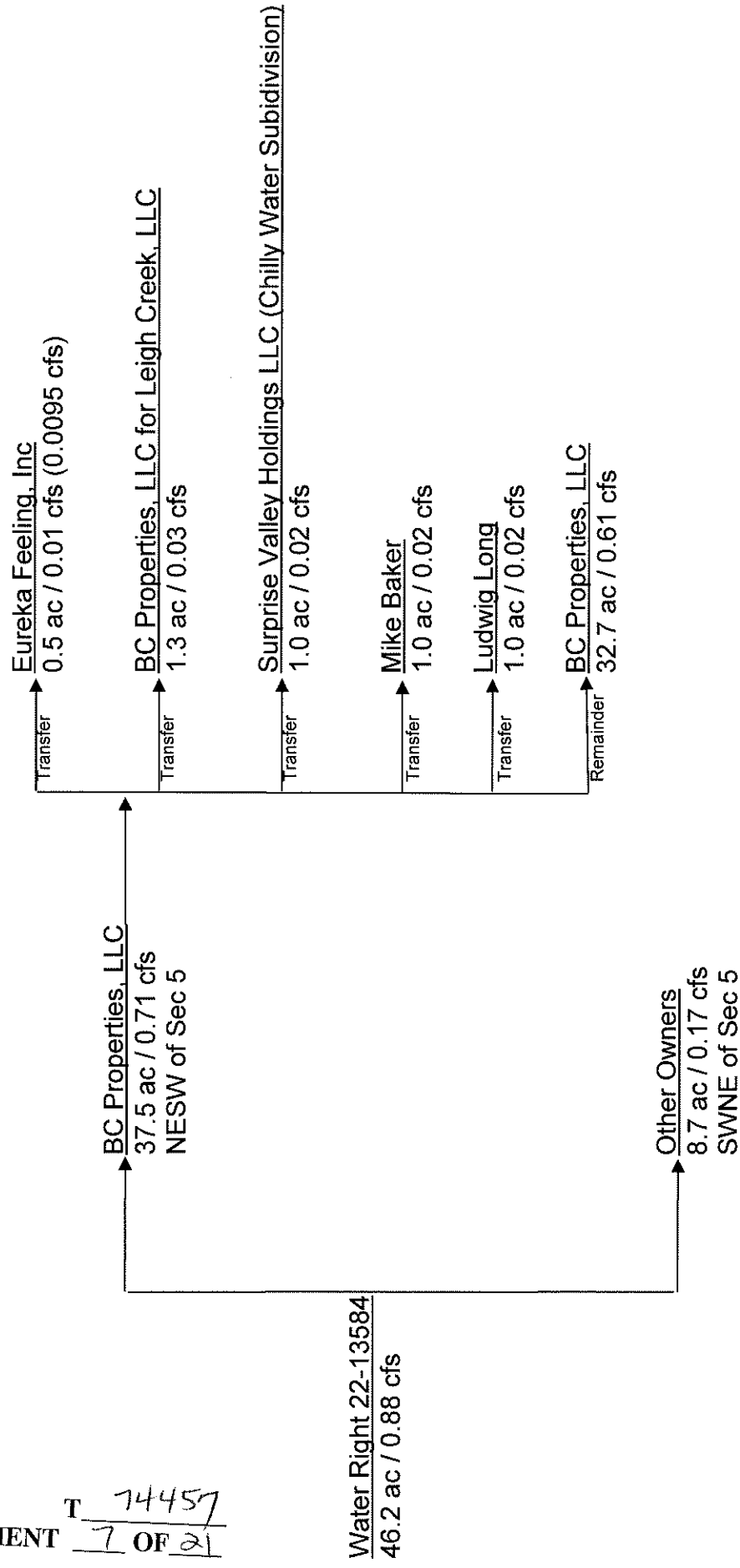
- #1 - 1.0 ac - Surprise Valley Holdings LLC
- #2 - 1.0 ac - W. Michael Baker
- #3 - 1.3 ac - BC Properties LLC for Leigh Creek LLC
- #4 - 0.5 ac - Eureka Feeding, Inc
- #5 - 1.0 ac - Ludwig M. Long



See attached Concept Master Plan for entire map.



Split History Pending Transfers of Water Right 22-13584



Flow rates had been rounded to the nearest value ending with two decimal places.



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

EUREKA FEELING, INC.

253 S MAIN
DRIGGS, ID 83422

Type of Business:	CORPORATION, GENERAL BUSINESS
Status:	GOODSTANDING 04 Apr 2007
State of Origin:	IDAHO
Date of	04 Apr 2007
Origination/Authorization:	
Initial Registered Agent:	KENT WAGENER 253 S MAIN DRIGGS, ID 83422
Organizational ID / Filing	C172448
Number:	
Number of Authorized Stock	1000
Shares:	
Date of Last Annual Report:	

Amendments:

Amendment filed 04 Apr	INCORPORATION
2007	

FILED EFFECTIVE

ARTICLES OF INCORPORATION 2007 APR -4 PM 2:03

OF

EUREKA FEELING, INC.

SECRETARY OF STATE
STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being a natural person of full age and citizen of the United States, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the general corporation laws of the State of Idaho, and the acts amendatory thereof, and supplemental thereto, do hereby certify as follows:

I

The name of the corporation shall be:

EUREKA FEELING, INC.

II

The existence of this corporation shall be perpetual.

III

The purposes and objects for which the corporation is formed are to transact any and all lawful business for which corporations may be incorporated under the Idaho Business Corporation Act in this state.

IV

The location and post office address of the registered office of the corporation is:

253 South Main, Driggs, ID 83422

The name of the initial registered agent at such address is:

KENT WAGENER

ARTICLES OF INCORPORATION - EUREKA FEELING, INC.
307 McGlinn-Art

IDAHO SECRETARY OF STATE
04/04/2007 05:00
CK: 1755 CT: 198467 SH: 1044942
1 @ 100.00 = 100.00 CORP # 2

1

T 74457
ATTACHMENT 9 OF 21

C172448

V

The total authorized capital stock of this corporation shall be One Thousand (1,000) shares with no par value. There shall be no other class of stock issued by this corporation.

VI

It is the desire and intention of the corporation and of the parties hereto that the corporation should make a Sub-Chapter S election under Section 1244 of the United States Internal Revenue Code, and should terminate and revoke any such election, once made, only in accordance with the determination of the holders of a majority of all the outstanding stock of the corporation.

VII

The names and mailing addresses of the incorporators are as follows:

<u>Name</u>	<u>Address</u>
Edmund F. McGlinn	P.O. Box 9568 Avon, CO 81620
Maureen F. McGlinn	P.O. Box 7629 Avon, CO 81620

VIII

The private property of the stockholders of the corporation shall not be subject to the payment of corporate debts to any extent whatsoever, and the shares of the corporation shall not be subject to assessment for the purpose of paying expenses, conducting business or paying debts of the corporation.

IX

The Board of Directors shall consist of two (2) directors, but during their term of office, or thereafter, the number of directors may be increased from time to time as may be provided by the By-Laws.

The following persons are named directors of the corporation and are to serve until successors are elected and qualified:

1. Edmund F. McGlinn
2. Maureen F. McGlinn

X

The Board of Directors of this corporation may meet and transact business of the corporation either at the principal place of business designated herein, or at such other place by a resolution of the Board of Directors. All or any meetings of the shareholders may also be held within or without the State of Idaho.

XI

In furtherance, and not in limitation, of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) Subject to the By-Laws, if any, adopted by the shareholders, to make, alter or repeal the By-Laws of the corporation;
- (2) To encumber the corporate assets, personal or real, and to guarantee the indebtedness of others, without limitation;
- (3) To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserves; and
- (4) By resolution adopted by a majority of the whole Board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation which, to the extent provided in the resolution or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, including power to execute and seal documents. Such committee shall be named

or designed as the Board may direct. All corporate powers of the corporation shall be exercised by the Board of Directors except as otherwise provided herein or by law.

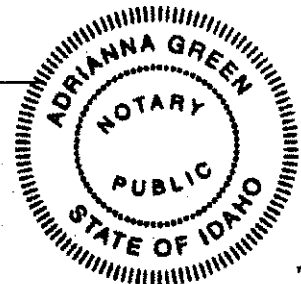
IN WITNESS WHEREOF, the said incorporators have set their hand and seal this 21st day of March, 2007.

Edmund F. McGlinn
EDMUND F. MCGLINN, Incorporator
Maureen F. McGlinn
MAUREEN F. MCGLINN, Incorporator

STATE OF IDAHO)
: ss.
County of Teton)

On this 21st day of March 2007, before me, a Notary Public in and for said State, personally appeared EDMUND F. MCGLINN, known or identified to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

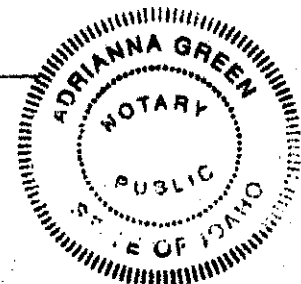
Adrianna Green
Notary Public for Idaho
Residing at: Tetonia
My Commission expires: 3/2013



STATE OF IDAHO)
: ss.
County of Teton)

On this 21st day of March 2007, before me, a Notary Public in and for said State, personally appeared MAUREEN F. MCGLINN, known or identified to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Adrianna Green
Notary Public for Idaho
Residing at: Tetonia
My Commission expires: 3/2013



Instrument # 189017

TETON COUNTY, IDAHO

2007-06-28 02:54:00 No. 6 Pages: 2

Recorded for : MOULTON LAW

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 6.00

189017 JUN 28 07 PM 2 54

WARRANTY DEED

Warranty deed made this 19th day of May, 2007, between BIG HOLE VENTURE, LLC, Edmund F. McGlinn, Member, whose current address is PO Box 9568, Avon, CO 81620, referred to as Grantor, and EUREKA FEELING, INC, Edmund F. McGlinn, President, whose current address is PO Box 9568, Avon, CO 81620, referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

The N1/2NW1/4 of Section 33, Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho.

LESS AND EXPECTING THEREFROM the existing County Road Right-of-Way along the Northern and Western boundary of the above described property.

Said parcel being subject to any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

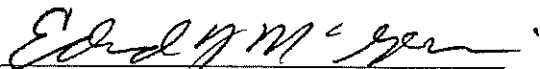
To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantor has hereunto set its hand on the day and year first above written.

BIG HOLE VENTURE, LLC, Seller

BY



EDMUND F. MCGLINN, Member

STATE OF Idaho)
 : ss.
County of Teton)

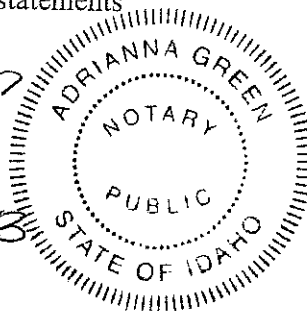
On this 19th day of May, 2007, personally appeared before me EDMUND F. MCGLINN, who, being by me first duly sworn, declared that he is a Member of BIG HOLE VENTURE, LLC, that he signed the foregoing document as Member of the entity, and that the statements therein contained are true.

Adrianna Green

Notary Public for Idaho

Residing at: Tetonia

My Commission expires: 3/1/2013



**WATER RIGHTS PURCHASE
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 6th day of September, 2007, (the "Effective Date") by and between BC Properties, LLC, an Idaho Limited Liability Company, of P.O. Box 28, Driggs, Id 83422, hereafter "SELLER", and Eureka Feeling, Inc., P.O. Box 9568, Avon, CO 81620, hereafter "BUYER";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Water Right Purchase.** SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right or water right portion for the consideration and subject to the terms and conditions contained herein:

A portion of Idaho Department of Water Resources (IDWR)
Water Right License No. 22-13584.

Source:	Ground water
Purpose:	Irrigation
Priority:	January 8, 1991
Quantity (Diversion Rate):	0.01 cfs (Total of the right is 0.88 cfs for 161.7 af for the irrigation of 46.2 acres)
Quantity (Volume):	1.75 acre-feet
Place of Use (Acreage):	0.50 acres.

The above portion of Water Right No. 22-13584 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed, in the form set forth in Exhibit "A" attached hereto. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee.

2. **Purchase Price.** The purchase price for the Water Right is the sum of Five Thousand Dollars (\$5,000.00) for 0.50 acres, lawful money of the United States, to be paid by BUYER to SELLER, receipt whereof is hereby acknowledged by SELLER

3. **Application for Transfer.** It is understood and agreed that BUYER will initiate the appropriate transfer proceeding under *Idaho Code* §§ 42-108 and 42-222, by filing an application with IDWR in the form attached hereto as Exhibit "B" to change the point of diversion, place of use and nature of use of the Water Right as provided in said application. The filing fees and all costs and expenses of such proceedings shall be borne by BUYER. The parties agree to cooperate in the prosecution of said transfer proceeding to the end that it might be approved by the Idaho Department of Water Resources with as much dispatch as possible.
4. **Closing.** The BUYERS shall be given possession and use of the water right and the water appurtenant thereto, upon closing.
5. **Processing of Application for Transfer.** In the event the transfer is not approved by the Idaho Department of Water Resources, or not approved in a manner satisfactory to BUYER, BUYER shall have the right to have said application withdrawn. In the event BUYER withdraws said application, SELLER agrees to refund any portion of the purchase price paid by BUYER prior to the date of such withdrawal, to BUYER, without interest, within thirty (30) days of the filing of the Notice of Withdrawal.
6. **Signature Deadline.** SELLER hereby agrees to sign this Agreement within ten (10) business days after BUYER signs this Agreement. If SELLER does not sign the Agreement within the specified time period, BUYER may terminate this Agreement by providing written notice to SELLER within twenty (20) business days after BUYER signs this Agreement.
7. **Seller's Representations and Warranties.** SELLER represents and warrants to BUYER that:
 - 7.1 **Authority.** SELLER is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

7.2 **Binding Agreement.** Upon SELLER's execution of this Agreement, this Agreement will be binding and enforceable against SELLER in accordance with its terms.

7.3 **Title.** SELLER has fee title to the Water Right. SELLER believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

7.4 **Other Agreements.** SELLER shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. SELLER shall not solicit any other offers for the portion of the Water Right in which BUYER and SELLER are under contract to purchase.

7.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect SELLER's ability to meet its obligations with respect to this Agreement. SELLER has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

7.6 **Snake River Basin Adjudication.** SELLER has researched and reviewed the Water Right and warrants that claims for the Water Right have been filed in the Snake River Basin Adjudication (the "SRBA").

8. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:

8.1 **Authority.** BUYER is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

8.2 **Binding Agreement.** Upon BUYER's execution of this Agreement, this Agreement

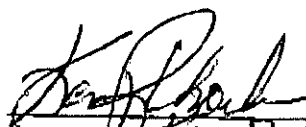
will be binding and enforceable against BUYER in accordance with its terms, and upon BUYER's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against BUYER in accordance with their terms.

9. **Attorney's Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
11. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. **Reliance Upon Statements/Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

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

BC PROPERTIES, LLC


By: Ken R. Chambers
Its: Member

EUREKA FEELING, INC.

By: _____
Its: _____

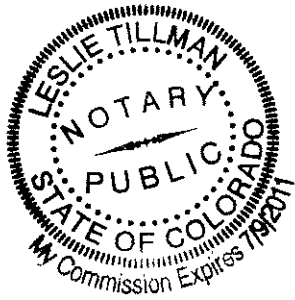
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Termination Date: September 21, 2007

If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.

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

BC PROPERTIES, LLC



Leslie Tillman

CA:Roger 2007\Double F Ranch\Double F Ranch Water Right Sales Agreement3.wpd:cdv

By: _____
Its: _____

EUREKA FEELING, INC.

Edward J. McElmer
By: _____
Its: _____

Termination Date: September 21, 2007.

If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.