

RECEIVED

MAY - 9 2003

Page 1

Department of Water Resources
 Transfer No. 70250 - AMENDED
 Receipt No. S025035

**STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 1**

1. Applicant Information BLISS ACRES LLC
 C/O JACOB BOSMA, 318 SPRING COVE RD
 BLISS ID 83314
 208-352-4322
 And/Or
 JACOB F BOSMA
 318 SPRING COVE RD
 BLISS ID 83314
 (208)352-4322

Will this transfer result in an ownership change? No

2. Current Water Right **Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acres	Total	Source
37-8487B	WR/License	0.18	76.8			GROUND WATER
37-12787A	WR/Beneficial Use	0.08	28.2			GROUND WATER
37-8487C	WR/License	0.48	64.0	62.0	62.0	GROUND WATER

3. Purpose of Transfer (Change Proposed) **Part 3A Attached for Each Proposed Right**
Part 3B Attached for Each Split Right

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
37-8487B	NO	YES	YES	NO	NO	NO
37-12787A	NO	NO	NO	YES	NO	NO
37-8487C	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

Change points of diversion to 2 existing wells located NE of the existing dairy. Also change the place of use for irrigation to land presently irrigated by these wells (wells supplement canal shares as needed). Also to clarify that the commercial use allowed on the property includes 8 homes, 7 lawns and a potato cellar not specifically described in the existing water rights.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

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

SCANNED

MICROFILMED

JAN 21 2003

JAN 21 2003

70250 AMENDED

Transfer No. 70250
Receipt No. S025035

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information BLISS ACRES LLC
C/O JACOB BOSMA, 318 SPRING COVE RD
BLISS ID 83314
208-352-4322

And/Or

JACOB F BOSMA
318 SPRING COVE RD
BLISS ID 83314
(208)352-4322

Will this transfer result in an ownership change? No

2. Current Water Right

Right	Origin/Basis	Rate	Volume	Acres	Part 2 Attached for Each Right	
					Total	Source
37-8487B	WR/License	0.18	76.8			GROUND WATER
37-12787A	WR/Beneficial Use	0.08	28.2			GROUND WATER
37-8487C	WR/License	0.48	64.0	62.0	62.0	GROUND WATER

3. Purpose of Transfer (Change Proposed)

Right	Split	POD	POU	Part 3A Attached for Each Proposed Right		
				Add POD	Period of Use	Nature of Use
37-8487B	NO	YES	YES	NO	NO	NO
37-12787A	NO	NO	NO	YES	NO	NO
37-8487C	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

Change points of diversion to 2 existing wells located NE of the existing dairy. Also change the place of use for irrigation to land presently irrigated by these wells (wells supplement canal shares as needed). Also to clarify that the commercial use allowed on the property includes 8 homes, 7 lawns and a potato cellar not specifically described in the existing water rights.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

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

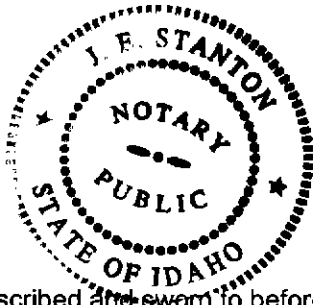
5. Total Amounts Transferred

	Rate	Acres	Total	Volume
37-8487B	0.18 cfs			76.8 af
37-12787A	0.08 cfs			28.2 af
37-8487C	0.48 cfs	62.0	97.9	64.0 af
TOTAL	0.74 cfs	62.0	97.9	169.0 af

Transfer No. 70250
Receipt No. S025035

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.



[Signature]
(Signature of Applicant)

Partner
(Title or Office)

Subscribed and sworn to before me this 23rd day of December, 2002.

[Signature]
(Notary Public)

My commission expires 10-25-2006

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 37-8487B

Priority Date: January 25, 1989

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01	12/31	0.13 CFS	55.0 AFA	
COMMERCIAL	1/01	12/31	0.05 CFS	21.8 AFA	
	Total Diversion		0.18 CFS	76.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

GROUND WATER NWSE Sec. 27 Twp 05S Rge 12E GOODING County

PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	12E	27							X	X									

PLACE OF USE: COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05S	12E	27							X										

Conditions/Remarks:

Page 5

1. Use of water under this approval shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.

The right holder shall not use water under this approval for a dairy operation larger than 1,400 milking cows.

Prior to the diversion and use of water under this approval, the right holder shall install and maintain a measuring device on each point of diversion associated with the dairy and shall annually report the amount of water diverted to the department. The right holder shall obtain prior approval of the department relative to the type of measuring device.

The remainder of Right No. 37-08487 is identified as 37-08487A and is limited to a diversion rate of 1.34 cfs, an annual diversion volume of 566.1 af, and irrigation of 174.0 acres each year.

Prior to use of water for irrigation purposes under Right No.

37-08487A, the right holder shall install a measuring device to measure the amount of water diverted and shall annually report the diversion to the department. The right holder shall obtain prior approval from the department of the type of measuring device to install.

The acres which are no longer authorized for irrigation under Right No. 37-08487A are specifically described as follows: 35 acres in the NWSW and 7 acres in the SWSW, S27, T05S, R12E.

Commercial use is for a dairy.

The total instantaneous diversion of water from all points of diversion under Transfer No. 4614 shall not exceed 0.18 cfs, nor total combined annual volume of 76.8 af.

Approval of Transfer No. 4614 is subject to the following condition contained in an agreement dated 10-12-95 between Jacob F. Bosma and Lorna Bard whereby the domestic well, which is the subject of an 04-30-87 agreement with the Travelers Insurance Company, will not be used for dairy purposes except for a reasonable time in the event of an emergency caused by the failure of the primary water system. However, in no event can diversions under Right No. 37-08487B leave Lorna Bard or her successors without water.

Approval of Transfer No. 4614 is subject to the following condition contained in an agreement dated 10-20-95 between Jacob F. Bosma (Applicant) and Daniel Butler representing Spring Cove Ranch, Inc. and Archie Walker (Protestants): "...The Applicant shall continuously comply with the practices specified in the Plan and Agreement entered into by the Protestants and Applicant, and in the event a party to that Agreement shall hereafter in a contested case establish that it is more probable than not that the Applicant has materially failed to comply with the Agreement, this transfer and approval shall be revoked."

2. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
3. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
4. The Director retains jurisdiction of the right and may change, add, or remove any requirement as determined to be appropriate.

Page 6

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

No actual change from where water is presently used. Commercial use includes water for 8 homes added to the property in connection with the dairy (original home is covered by 37-12787A).

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 70250
Receipt No.S025035

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 37-12787A

Priority Date: April 01, 1948
Origin: Adjudication Recommendation
Basis: Beneficial Use
Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	01/01 12/31	0.08 CFS	27.0 AFA	
DOMESTIC	01/01 12/31	0.04 CFS	1.2 AFA	
Total Diversion		0.08 CFS	28.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

PLACE OF USE: STOCKWATER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S 12E 27		X	X		X			X									

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S 12E 27					X												

Conditions/Remarks:

1. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Page 8

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

N/A

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 70250
Receipt No. S025035

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 37-8487C

Priority Date: January 25, 1989
Origin: Water Right
Basis: License
Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.48 CFS	64.0 AFA	
Total Diversion		0.48 CFS	64.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER NWSE Sec. 27 Twp 05S Rge 12E GOODING County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S 12E 27					11.0	35.0	16.0										62.0

Total Acres: 174

Conditions/Remarks:

1. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
2. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
3. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
4. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.

Page 10

6. The Director retains jurisdiction of the right and may change, add, or remove any requirement as determined to be appropriate.
7. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
8. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. the use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

No actual change in present place of use (change has already occurred)

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Proposed Water Right No. 37-8487B

Origin: Water Right
Basis: License
Status: Active

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	01/01 12/31	0.13 CFS	55.0 AFA	
COMMERCIAL	01/01 12/31	0.05 CFS	21.8 AFA	
	Total Diversion	0.18 CFS	76.8 AFA	

GROUND WATER	SEENW	Sec. 27 Twp 05S	Rge 12E	GOODING County
GROUND WATER	SEENW	Sec. 27 Twp 05S	Rge 12E	GOODING County

Point of Diversion # 1 West well (main dairy well, backup irrigation well), mainline to dairy barn & connecting line to other well
Point of Diversion # 2 East well (main irrig. well, backup dairy well), submersible motor & pump, flow meter, pipelines to barn, etc.

[illegible][illegible]

Proposed Water Right No. 37-12787A

Priority Date: April 01, 1948
Origin: Adjudication
Recommendation
Basis: License
Status: Active

Source: GROUND WATER

Source and Point(s) of Diversion:

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

Describe the proposed diversion system

Point of Diversion # 1 West well (main dairy well, backup irrigation well), mainline to barn,
connecting line to backup well

Point of Diversion # 2 East well (main irrigation well, backup dairy well, submersible motor & pump, flow meter, pipelines to barn, etc.)

PLACE OF USE: STOCKWATER

[illegible]

PLACE OF USE: DOMESTIC

[illegible]

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 37-8487C

Priority Date: January 25, 1989

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.48 CFS	64.0 AFA	
	Total Diversion	0.48 CFS	64.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

GROUND WATER SENENW Sec. 27 Twp 05S Rge 12E GOODING County

Describe the proposed diversion system

Point of Diversion # 1 West well (main dairy well, backup irrig. well), mainline to dairy barn, connecting line to backup well

Point of Diversion # 2 East well (main irrig. well, backup dairy well), submersible motor & pump, flow meter, pipelines to barn, etc.

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	12E	22											.8	4.6				.6	6.0
05S	12E	27	.7	13.0			30.0	32.0	15.0	1.2									91.9

Total Acres: 97.9

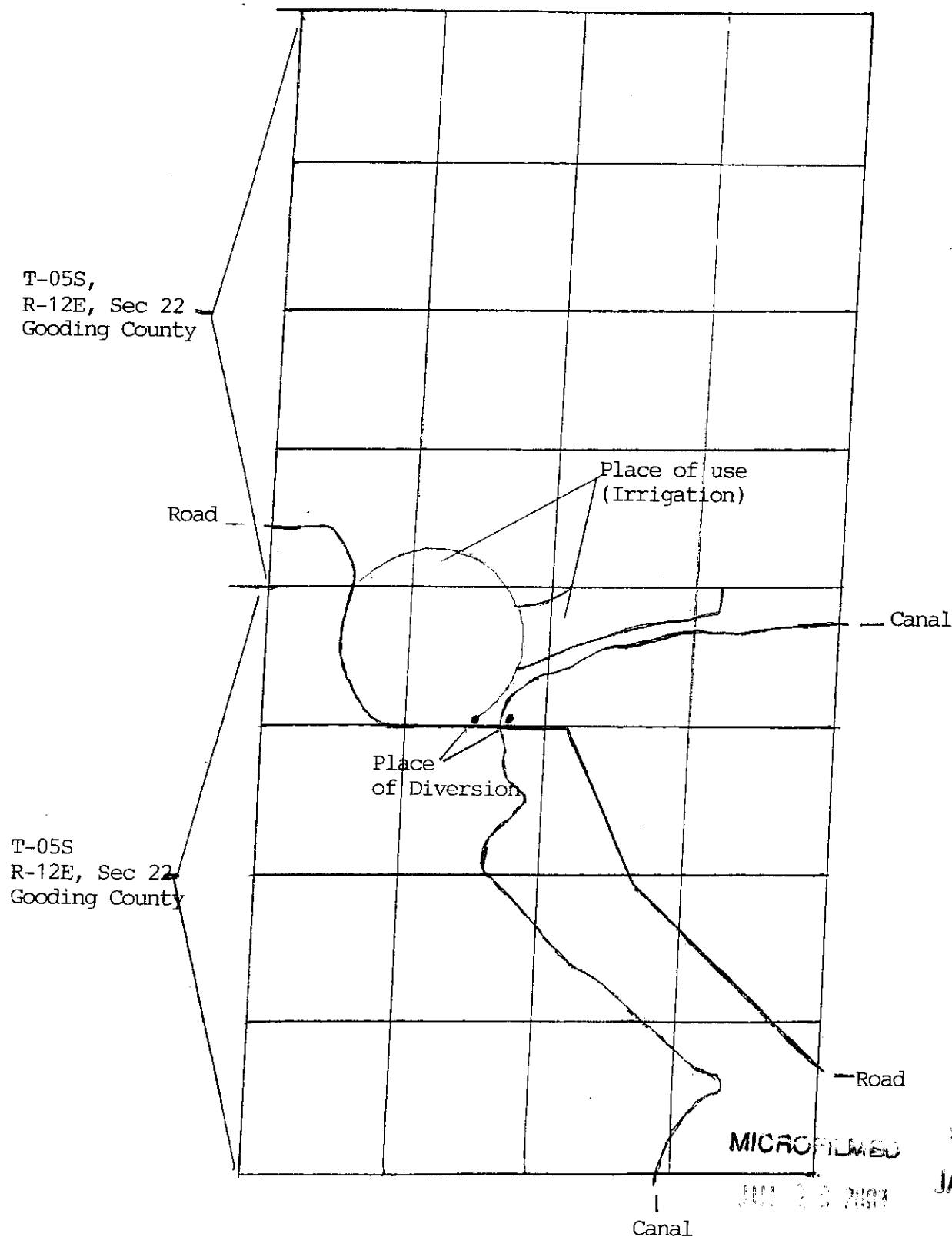
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

T70250

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

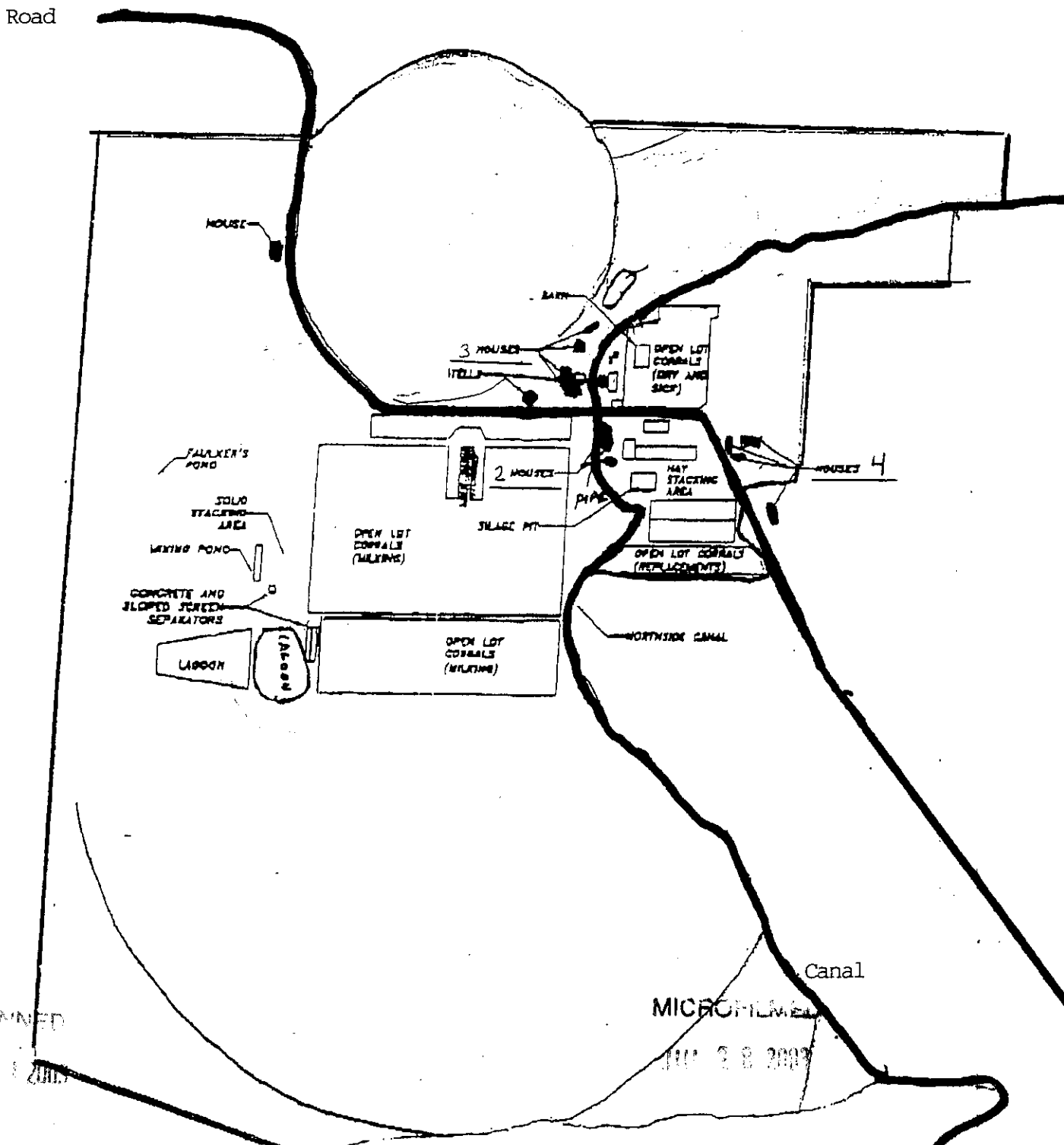
T70250

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

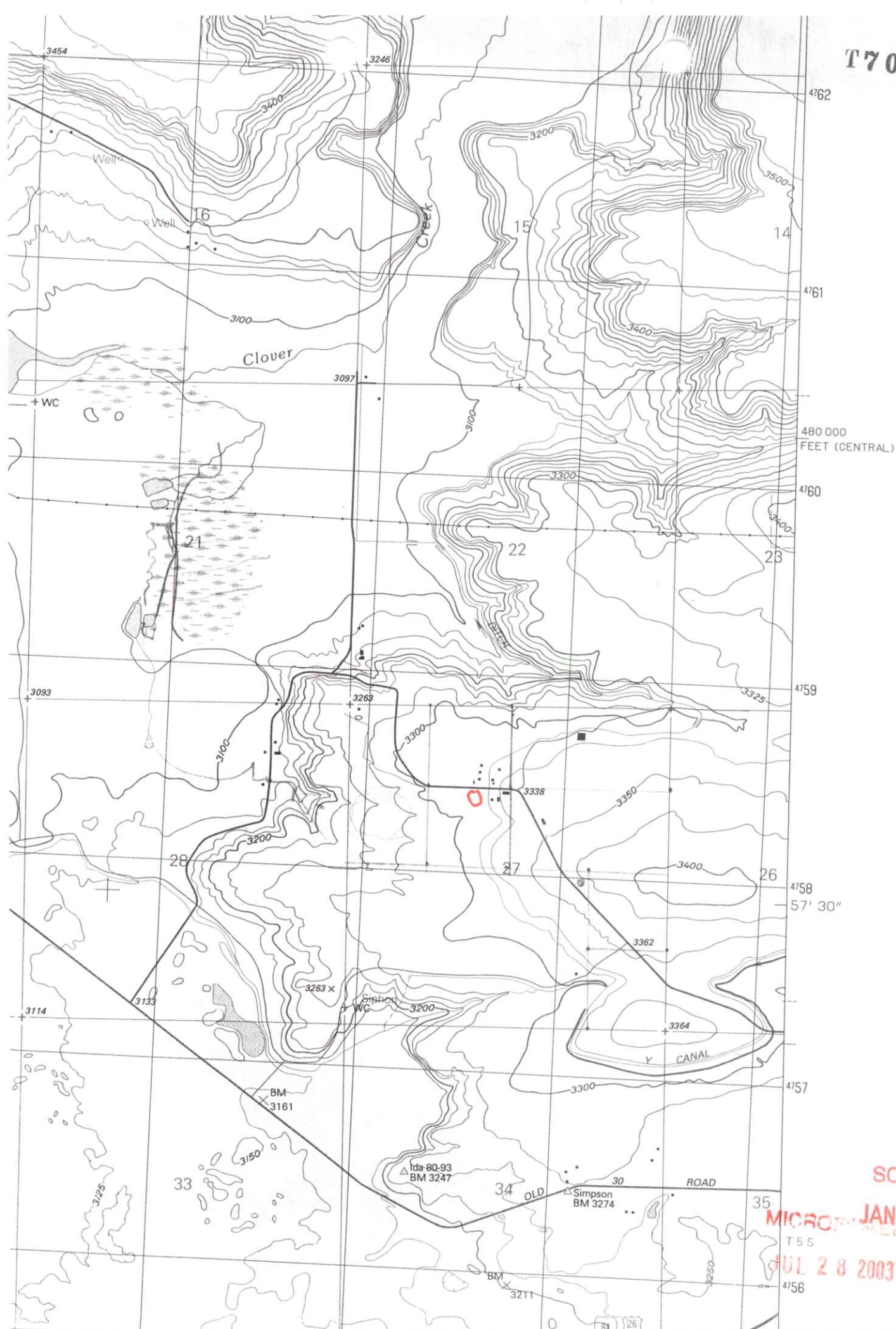
(CONTINUED)

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



SCANNED
JAN 7 2008

T70250



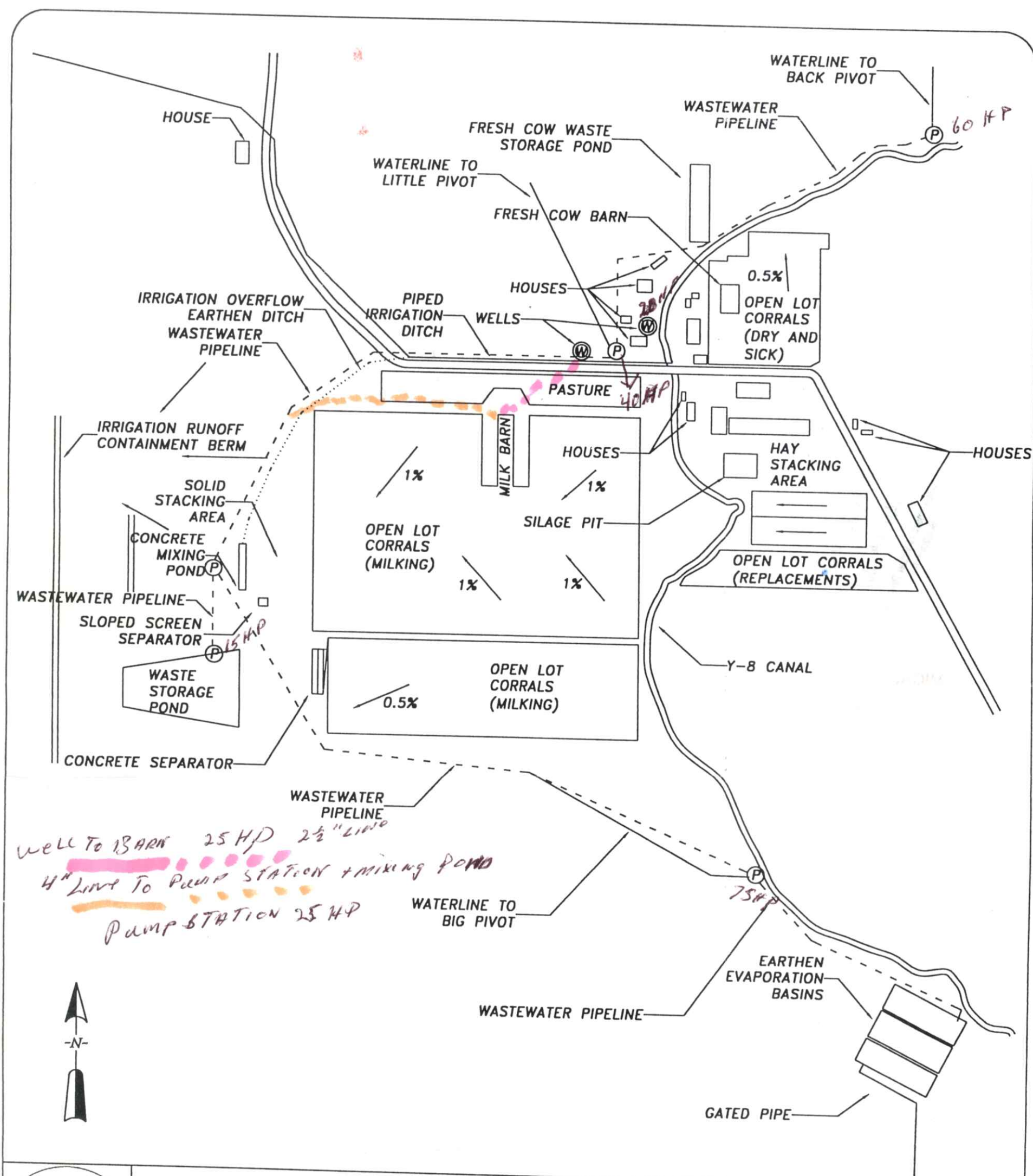
SCANNED

JAN 21 2003

T 5 S

JUL 28 2003





IDAHO DEPARTMENT OF AGRICULTURE

TECHNICAL SERVICES

P.O. BOX 790 -- BOISE, ID 83701 -- (208) 332-8665



IDAHO SOIL
CONSERVATION
COMMISSION

LEGAL DESCRIPTION: T5S R12E SEC.27

DESIGNED BY: JCB

DRAWN BY: JCB

GPS COORDINATES: 43° 21' 58 N 116° 34' 29 W

BOSMA SITE PLAN

JAKE BOSMA

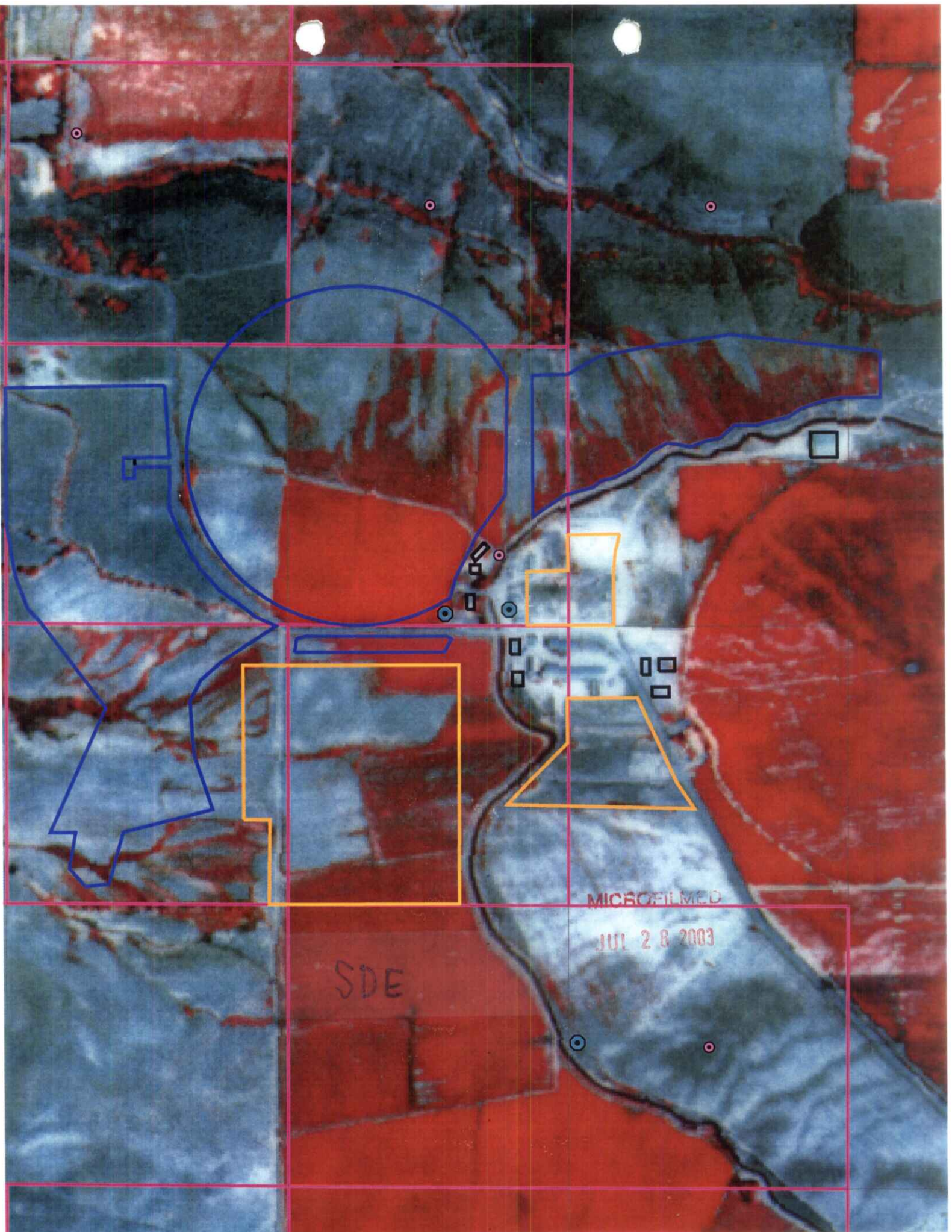
BLISS - GOODING

DATE: 05/16/00

FILE NAME: SITE.DWG

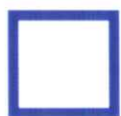
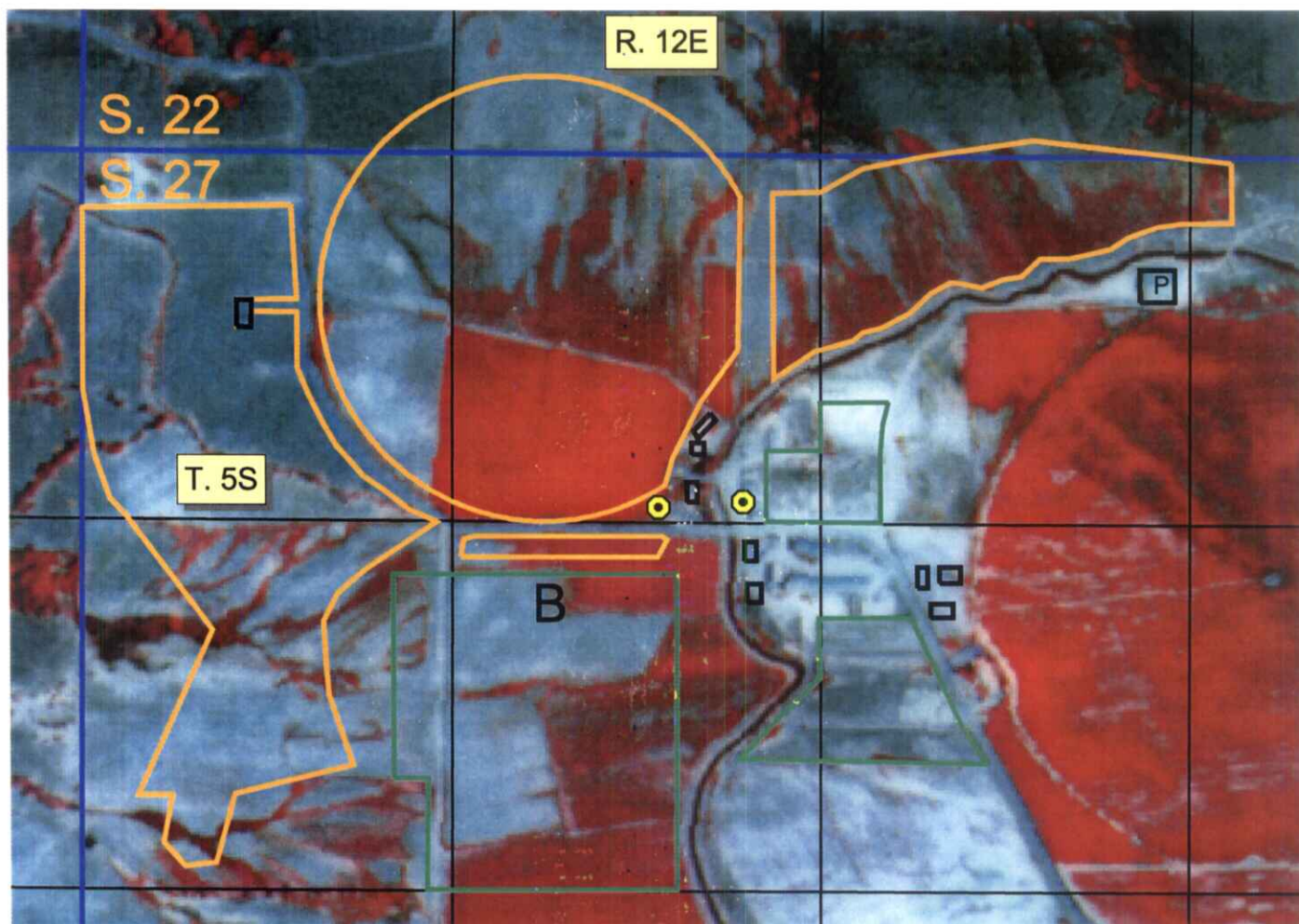
SCALE: 1" = 500'

SHEET:



IDAHO DEPARTMENT OF WATER RESOURCES

APP FOR TRANSFER - Bliss Acres LLC/Bosma



Section Lines



Quarter/Quarter Lines

General Location: About 7 mi NW of Bliss



Corrals

B = Dairy Barn



Irrigated Land

P = Potato Cellar



Home

Existing Wells



Prepared By J E Stanton 12-19-2002 1986/87 NAPP Data

20 23
20 20

1815
T1640

4513

40.0

17410

21 22
28 27

1954
T1920

43
HEL

25
50
HEL

5
6.1
HEL

40.4

11.0

26
79.5
HEL

27
3.6
HEL

28
2.3
HEL

30
34.5
HEL

29
57.6
HEL

13.7

10
80.2
HEL

74.2

31
3.3
HEL

14
10.1
HEL

CANAL

32

MICROFILMED
JUL 23 2287

WARRANTY DEED

For Value Received

E. J. DeGroot, a married man, dealing with his sole and separate property

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

Bliss Acres L.L.C., (a Washington limited liability company)

the grantee(s), whose current address is: 4300 Beam Road, Zillah, WA 98953

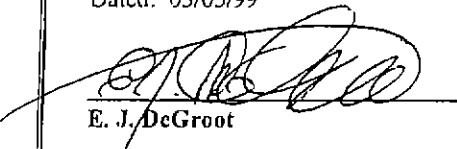
the following described real estate, situated in GOODING County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: 160 Shares of North Side Canal Company Ltd. water

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

Dated: 03/05/99


 E. J. DeGroot

179497

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of GOODING TITLE & ESCROW

 47 min. past 1 o'clock P.m. this 10th
 of March, 1999 18:00

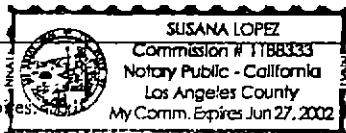
By Penny Archuleta Deputy

State of CALIFORNIA

County of Los Angeles } ss.

On this 8th day of MARCH, in the year 1999, before me, the undersigned, a notary public in and for said state, personally appeared E. J. DeGroot, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

 Notary Public
 Residing At:
 Commission Expires


 TITLE & ESCROW
 COMPANIES

G980462

1 of 5

EXHIBIT "A"

PARCEL NO. 1:

Township 5 South, Range 12 East of the Boise Meridian, Gooding County,
Idaho

Section 22: A parcel of land located in the Southwest
Quarter, more particularly described as follows:

BEGINNING at the Southwest corner of Section 22;

Thence South $89^{\circ}56'34''$ East along South boundary of the Southwest
Quarter of Section 22 for a distance of 932.76 feet to a point on the
arc of a non tangent curve right and being the TRUE POINT OF
BEGINNING;

Thence Northeasterly and Southeasterly along the arc of the curve right for
a distance of 1,435.03 feet to a point on the South boundary of the
Southwest Quarter of Section 22, said arc having a radius of 815.60 feet
and a long chord bearing and distance of South $89^{\circ}56'34''$ East 1,256.96
feet;

Thence North $89^{\circ}56'34''$ West along the South boundary of the Southwest
Quarter of Section 22 for a distance of 1,256.96 feet TRUE POINT OF
BEGINNING.

AND

Township 5 South, Range 12 East of the Boise Meridian, Gooding County,
Idaho

Section 27: A parcel of land, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 27;

Thence South $89^{\circ}56'34''$ East along the North boundary of the Northwest
Quarter of Section 27 for a distance of 756.00 feet to the TRUE POINT
OF BEGINNING;

Thence continuing South $89^{\circ}56'34''$ East along the North boundary of the
Northwest Quarter of Section 27 for a distance of 1,876.25 feet (South
 $89^{\circ}56'35''$ East 1,889.45 feet - record) to the North quarter corner of
said Section 27;

continued

G980462

Page 2 of 5

Thence North 89°58'30" East along the North boundary of the Northeast Quarter of Section 27 for a distance of 1,318.07 feet (North 89°58'30" East 1,311.47 feet - record) to the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 27;

Thence South 00°13'09" East along the East boundary of the Northwest Quarter of the Northeast Quarter of Section 27 for a distance of 378.17 feet (South 00°08'51" East - record);

Thence South 89°58'30" West parallel with the North boundary of the Northeast Quarter of Section 27 for a distance of 269.01 feet;

Thence South 00°13'09" East (South 00°08'51" East - record) parallel with the East boundary of the Northwest Quarter of the Northeast Quarter of Section 27 for a distance of 175.00 feet;

Thence South 87°10'27" West for a distance of 550.00 feet;

Thence South 05°29'33" East for a distance of 766.86 feet;

Thence South 08°13'11" West for a distance of 219.83 feet;

Thence South 07°27'02" East for a distance of 208.89 feet;

Thence South 30°58'31" East for a distance of 16.87 feet;

Thence South 89°49'46" West for a distance of 193.00 feet;

Thence South 00°15'43" East for a distance of 300.10 feet;

Thence North 89°48'38" East for a distance of 192.55 feet;

Thence South 26°09'01" East for a distance of 134.70 feet;

Thence North 89°26'24" West for a distance of 997.97 feet to a point on the centerline of an irrigation canal;

Thence approximately along the centerline of the irrigation canal on the following courses:

- South 50°15'42" West for 14.12 feet;
- South 20°03'51" West for 183.67 feet;
- South 06°01'31" East for 215.52 feet;
- South 23°58'39" East for 258.69 feet;
- South 44°00'32" East for 239.72 feet;
- South 23°36'44" East for 363.30 feet;
- South 44°26'23" East for 256.30 feet;
- South 69°35'26" East for 343.25 feet;
- South 58°47'49" East for 102.60 feet;
- South 86°38'31" East for 111.15 feet;
- South 37°10'28" East for 233.51 feet;
- South 64°14'57" East for 99.90 feet;
- South 25°39'44" East for 25.48 feet to a point on the North boundary of the Southwest Quarter of the Southeast Quarter of Section 27;

continued

G980462

Page 3 of 5

Thence South $89^{\circ}51'57''$ West along the North boundary of the Southwest Quarter of the Southeast Quarter of Section 27 for a distance of 68.73 feet;

Thence South $36^{\circ}30'00''$ West for a distance of 376.00 feet;

Thence South $01^{\circ}07'00''$ East for a distance of 435.00 feet to the approximate center of an irrigation canal;

Thence South $48^{\circ}27'26''$ West for a distance of 96.50 feet to a point South of the center of the irrigation canal;

Thence North $45^{\circ}38'48''$ West for a distance of 236.27 feet to the approximate center of an irrigation canal;

Thence North $77^{\circ}11'38''$ West along the approximate center of the irrigation canal for a distance of 424.53 feet;

Thence South $88^{\circ}59'08''$ West along the approximate center of the irrigation canal for a distance of 883.81 feet;

Thence North $86^{\circ}50'44''$ West along the approximate center of the irrigation canal for a distance of 664.34 feet;

Thence leaving the center of the irrigation canal on a bearing North $64^{\circ}55'02''$ West for a distance of 1,204.94 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 27;

Thence North $00^{\circ}04'08''$ West along the West boundary of the Northwest Quarter of the Southwest Quarter of Section 27 for a distance of 1,319.60 feet to the West quarter corner of Section 27;

Thence continuing North $00^{\circ}04'08''$ West along the West boundary of the Northwest Quarter of Section 27 for a distance of 2,439.20 feet;

Thence South $89^{\circ}56'34''$ East parallel with the North boundary of the Northwest Quarter of the Section 27 for a distance of 756.00 feet;

Thence North $00^{\circ}04'08''$ West parallel with the West boundary of the Northwest Quarter of Section 27 for a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements to the Northside Canal Company for the use, access to and maintenance of the irrigation canals located within the described parcel.

SUBJECT TO easements for the County Road that traverses through the described parcel.

ALSO SUBJECT TO all easements recorded and unrecorded for access roads, utilities and irrigation facilities.

continued

G980462
Page 4 of 5

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 5 South, Range 12 East of the Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Section 27, from which the North One Quarter corner of said Section 27 bears South 89°56'34" East, 2632.25 feet;
Thence South 89°56'34" East along the North boundary of the Northwest Quarter of Section 27 for a distance of 756.00 feet;
Thence South 00°04'08" East for a distance of 200.00 feet to the TRUE POINT OF BEGINNING;
Thence South 89°56'34" East for a distance of 10.74 feet to the center of an existing county road;
Thence South 00°55'41" West along the center of the county road for a distance of 379.01 feet;
Thence South 04°58'53" East along the center of the existing county road for a distance of 158.31 feet;
Thence South 22°21'29" East along the center of the county road for a distance of 102.19 feet;
Thence South 29°12'42" East along the center of the county road for a distance of 98.33 feet;
Thence North 89°56'34" West parallel with the North boundary of the of the Northwest Quarter of Section 27 for a distance of 499.38 feet;
Thence North 00°55'41" East for a distance of 717.00 feet;
Thence South 89°56'34" East parallel with the North boundary of the Northwest Quarter of the Section 27 for a distance of 382.56 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

Township 5 South, Range 12 East of the Boise Meridian, Gooding County, Idaho

Section 27: A parcel of land located in the Northwest Quarter of the Northwest Quarter, more particularly described as follows:

Commencing at the Northwest corner of said Section 27, from which the North One Quarter corner of said Section 27 bears South 89°56'34" East, 2632.25 feet;

continued

G980462

Page 5 of 5

Thence South $89^{\circ}56'34''$ East along the North boundary of the Northwest Quarter of Section 27 for a distance of 756.00 feet;
Thence South $00^{\circ}04'08''$ East for a distance of 200.00 feet to the TRUE POINT OF BEGINNING;
Thence South $89^{\circ}56'34''$ East for a distance of 10.74 feet to the center of an existing county road;
Thence South $00^{\circ}55'41''$ West along the center of the county road for a distance of 379.01 feet;
Thence South $04^{\circ}58'53''$ East along the center of the existing county road for a distance of 158.31 feet;
Thence South $22^{\circ}21'29''$ East along the center of the county road for a distance of 102.19 feet;
Thence South $29^{\circ}12'42''$ East along the center of the county road for a distance of 98.33 feet;
Thence North $89^{\circ}56'34''$ West parallel with the North boundary of the of the Northwest Quarter of Section 27 for a distance of 499.38 feet;
Thence North $00^{\circ}55'41''$ East for a distance of 717.00 feet;
Thence South $89^{\circ}56'34''$ East parallel with the North boundary of the Northwest Quarter of the Section 27 for a distance of 382.56 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the Easterly boundary of the before described parcel.

T70250

QUIT CLAIM DEED

For Value Received

E. J. DeGroot, a married man, dealing with his sole and separate property

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

Bliss Acres L.L.C., (a Washington limited liability company)

the grantee(s), whose current address is: 4300 Beam Road, Zillah, WA 98953

The following described premises, to-wit:

IDAHO DEPARTMENT OF WATER RESOURCES LICENSE #A37-12787A

Together with their appurtenances.

179499

Dated: MARCH 8, 1999

E. J. DeGroot

STATE OF IDAHO COUNTY OF GOODING
 GOODING TITLE & ESCROW
 Filed for record at the request of
 49 min. past 1 o'clock P.m. this 10th
 of March 19 99 300
 By Penny Archibald Deputy

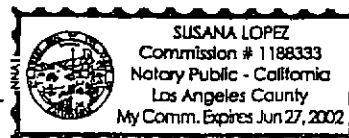
State of CALIFORNIA }

County of Los Angeles ss.

On this 8th day of March, in the year 1999, before me, the undersigned, a notary public in and for said state, personally appeared E. J. DeGroot, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Susana Lopez
 Notary Public
 Residing At:
 Commission Expires:



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 1994, by and between Faulkner Land & Livestock, Inc. (hereinafter referred to as "Seller") and Jacob Bosma, a single man, or his assignee (hereinafter referred to as "Buyer");

For and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Property. The Seller hereby agrees to sell and convey by good and sufficient warranty deed, and the Buyer hereby agrees to purchase of and from the Seller, according to the terms and conditions hereinafter set forth, fee simple title to certain real property (the "Real Property") situated in Gooding, County, Idaho, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with one hundred sixty (160) shares of the capital stock of the North Side Canal Company, the irrigation equipment (two pivots and miscellaneous handlines), and the potato storage shed and other buildings located on the Real Property.

Seller also agrees to transfer to Buyer, subject to the Idaho Department of Water Resources' approval of a transfer application prepared and submitted by the Buyer, forty (40) inches of water of Water Right No. 37-08487 for the irrigation of seventy eight (78) acres.

Buyer agrees that Seller shall be entitled to retain all ASCS crop base acreage, if any, associated with the Real Property.

2. Price and Payments. The agreed upon purchase price for the Real Property shall be Five Hundred Ten Thousand Dollars (\$510,000.00) payable as follows:

- (a) One Hundred Fifty Thousand Dollars (\$150,000.00) non-refundable earnest money shall be deposited by Buyer with Seller upon execution hereof.
- (b) Three Hundred Sixty Thousand Dollars (\$360,000.00) payable in cash by the Buyer at the time of closing.

3. Closing and Prorations. The sale herein contemplated shall be closed on or before April 29, 1994, at the offices of First American Title Company, Gooding, Idaho, unless the parties mutually agree to an alternative time or place. All taxes and assessments levied on the Real Property shall be paid current by the Seller as of the date of closing. The proration of taxes shall be based on the previous year's taxes. All taxes and assessments attributable to the Real Property after closing shall be borne by the Buyer, and the Buyer hereby assumes and agrees to pay the same. All costs imposed by First American Title Company that may be imposed in connection with this transaction shall be borne equally by the parties.

REAL ESTATE PURCHASE AND SALE AGREEMENT - 1

4. Reservation. Seller reserves unto itself an easement forty (40) feet in width over, under and across the Real Property in Section 27, T. 5 S., R. 12 E.B.M. for purposes of installing, constructing, and maintaining an underground pipeline. The well site for which this easement is retained is legally described in Exhibit "B" attached hereto and by this reference incorporated herein. The specific legal description of the easement as is indicated at the bottom of Exhibit "B" shall be contained in the warranty deed executed by Seller.
5. Pond Lining. If necessary for Buyer's use of the Real Property, Seller agrees to pay one-half (1/2) of the cost of imported soil for lining of a pond located on the Real Property, as well as one-half (1/2) of the cost of the transport such imported soil to the site. Seller will provide installation services of the imported soil on the basis of an agreed upon hourly fee of one hundred dollars (\$100.00) per machine hour.
6. Possession. The Buyer shall be entitled to possession of the Real Property on closing.
7. Risk of Loss. The risk of loss or damage to the property herein sold shall remain with the Seller until the sale has been closed.
8. Title. Seller warrants that it has good title to the Real Property, and that the same will be conveyed at the time of closing to the Buyer free and clear of all liens and encumbrances, with the exception of taxes, assessments and reservations and easements which are of record or are apparent. At closing, title shall be conveyed to the Buyer by a standard Idaho Corporation Warranty Deed executed by the Seller.
9. Title Insurance. Upon execution hereof, the parties shall obtain a commitment for title insurance from First American Title Company, Gooding, Idaho. The commitment shall be reviewed and, if acceptable to Buyer, shall be approved and accepted by Buyer. If any defect in title exists that is unacceptable to Buyer, Buyer shall notify Seller within ten (10) days of its receipt, and such defect shall be cured by Seller. If Seller is unable to cure such defect, this Agreement shall be null and void. At closing, the parties shall obtain a standard form of owner's title insurance policy issued by First American Title Company insuring the Buyer in the amount of Five Hundred Ten Thousand Dollars (\$510,000.00). Such policy shall show clear and marketable title in the Buyer subject only to taxes, assessments, and reservations and easements which are of record or are apparent. All costs incurred for said title insurance policy shall be borne by the Seller.
10. Real Estate Commissions. It is understood and agreed by and between the parties that the real estate sale transaction herein contemplated does not involve a real estate agent or realtor on the part of Seller or Buyer.
11. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

REAL ESTATE PURCHASE AND SALE AGREEMENT - 2

12. Attorney's Fees. If a suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.

13. Preparation of Agreement. This Agreement has been prepared by Rosholt, Robertson & Tucker for the Seller. Buyer has been advised to seek independent legal counsel to review this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same Agreement. Facsimile signatures on copies shall have the same force and effect as an original copy and an original signature.

15. Notices. All notices required or permitted to be given to the parties hereunder shall be sent to the following addresses:

If to Buyer Jacob Bosma
 1748 East 400 South
 Jerome, Idaho 83338

If to Seller Faulkner Land & Livestock, Inc.
 Route 2
 Gooding, Idaho 83330

16. Final Agreement. This Agreement is the final and complete agreement of the parties pertaining to the sale and purchase of this Real Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Real Property is concerned.

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

"SELLER"

FAULKNER LAND & LIVESTOCK, INC.

By John P. Faulkner
Its Pres.

"BUYER"

Jacob Bosma
Jacob Bosma

STATE OF IDAHO)

County of Gooding) ss.

On this 5th day of April, 1994, before me, a Notary Public, in and for said County and State, personally appeared John L. Faulkner, known or identified to me to be the PRESIDENT of Faulkner Land & Livestock, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.



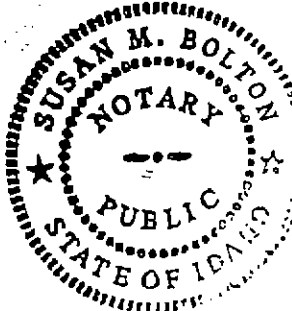
Susan M. Bolton
 NOTARY PUBLIC FOR IDAHO
 Residing at: Gooding ID
 My commission expires: 10-16-98

STATE OF IDAHO)

County of Gooding) ss.

On the 5th day of April, 1994, before me, a Notary Public, in and for said County and State, personally appeared Jacob Bosma, known or identified to me to be the individual whose name is subscribed to the within 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.



AS D Susan M. Bolton
 NOTARY PUBLIC FOR IDAHO
 Residing at: Gooding ID
 My commission expires: 10-16-98

04199402.0DS

REAL ESTATE PURCHASE AND SALE AGREEMENT - 5

Township 5 South, Range 12 East of the Boise Meridian, Gooding County, State of Idaho.

Section 22: Part of the SW1/4SW1/4, described as follows:

BEGINNING at the Southwest corner of Section 22 of Township 5 South, Range 12 East of the Boise Meridian, said corner marked by a U.S. General Land Office pipe with brass cap; Thence South 89° 56' 35" East along Section line for 932.76 feet to a 1/2" rebar which shall be the POINT OF BEGINNING; Thence on a non-tangent curve to the right for 475.74 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter, said curve having a central angle of 33° 25' 14" with a radius of 815.60 feet with a long chord bearing of North 56° 21' 43" East for 469.02 feet; Thence South 0° 07' 00" West along the East line of the Southwest Quarter of the Southwest Quarter for 260.20 feet to a point at the Southeast corner of the Southwest Quarter of the Southwest Quarter; Thence North 89° 56' 35" West along Section line for 389.96 feet to the POINT OF BEGINNING.

AND part of the SE1/4SW1/4, described as follows:

BEGINNING at the South Quarter Section corner of Section 22 of Township 5 South, Range 12 East of the Boise Meridian, said corner marked by a U.S. General Land Office pipe with brass cap; Thence North 89° 56' 35" West along the Section line for 455.72 feet to a 1/2" rebar, which shall be the POINT OF BEGINNING; Thence on a non-tangent curve to the left for 959.29 feet to a point on the West side of the Southeast Quarter of the Southwest Quarter, said curve having a central angle of 67° 23' 24" with a radius of 815.60 feet and a long chord bearing of North 73° 13' 58" West for 904.94 feet; Thence South 0° 07' 00" West along the West line of the Southeast Quarter of the Southwest Quarter for 260.20 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter; Thence South 89° 56' 35" East along the South line of the Southeast Quarter of the Southwest Quarter for 867.00 feet to THE POINT OF BEGINNING.

Township 5 South, Range 12 East of the Boise Meridian, Gooding County, State of Idaho.

Section 27: A tract of land in the W1/2, N1/2NE1/4, SW1/4NE1/4, NW1/4SE1/4 and the SW1/4SE1/4, more particularly described as follows:

BEGINNING at a point that is 2065.47 feet West of the Southeast corner of Section 27;

Thence North 515.44 feet, to the POINT OF BEGINNING;

Thence in a Northeasterly direction to a point that is the most Southwesterly corner of the Northside Canal Company property as described in Record of Tax Numbers, Gooding County, Idaho for Tax 1, Section 27, Township 5 South, Range 12 East of the Boise Meridian, recorded June 3, 1935 as Instrument No. 61746, Official Records;

Thence North 1° 07' West, 435 feet;

Thence North 36° 30' East, 376 feet to the North line of the Southwest Quarter of the Southeast Quarter;

Thence South 89° 51' 57" West, 67.08 feet to a point in a canal;

Thence on the following courses and distances in the water way of a canal:

North 25° 39' 44" West for 25.48 feet;

North 64° 14' 57" West for 99.90 feet;

North 37° 10' 28" West for 233.51 feet;

North 86° 38' 31" West for 111.15 feet;

North 58° 47' 49" West for 102.60 feet;

North 69° 35' 26" West for 343.25 feet;

North 44° 26' 23" West for 256.30 feet;

North 23° 36' 44" West for 363.30 feet;

North 44° 00' 32" West for 239.72 feet;

North 23° 58' 39" West for 258.69 feet;

North 6° 01' 31" West for 215.52 feet;

North 20° 03' 51" East for 183.67 feet;

North 50° 15' 42" East for 14.12 feet;

Thence South 89° 26' 24" East for 13.09 feet to a 1/2" rebar;

Thence South 89° 26' 24" East for 984.88 feet to a P.K. Nail on the centerline of a county road;

Thence North 26° 09' 01" West along the centerline of said county road for 134.70 feet to a P.K. Nail;

Thence South 89° 48' 38" West (West recorded) for 192.55 feet;

Thence North 0° 15' 43" West (North recorded) along said fence for 300.00 feet;

Thence North 89° 49' 46" East (East recorded) for 193.00 feet along said fence to a point;

Thence North 30° 58' 31" West for 16.87 feet to a 1/2" rebar;

Thence North 7° 27' 02" West for 208.89 feet to a 1/2" rebar;

WELL SITE

BEGINNING at the Southeast corner of Section 27, Township 5 South, Range 12 East of the Boise Meridian, said corner marked by a U.S. Government pipe with brass cap;
 Thence North 60° 58' 47" West (North 60° 37' West recorded) for 1514.56 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter;
 Thence North 0° 08' 47" West along the West line of the Southeast Quarter of the Southeast Quarter for 577.00 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter;
 Thence South 89° 51' 57" West along the North line of the Southwest Quarter of the Southeast Quarter for 384.92 feet to a point in the water way of a canal;
 Thence along said water way on the following courses and distances:
 North 25° 39' 44" West, 25.48 feet;
 North 64° 14' 57" West, 99.90 feet;
 North 37° 10' 28" West, 233.51 feet;
 North 86° 38' 31" West, 111.15 feet;
 North 58° 47' 49" West, 102.60 feet;
 North 69° 35' 26" West, 343.25 feet;
 North 44° 26' 23" West, 256.30 feet;
 North 23° 36' 44" West, for 32.26 feet to the POINT OF BEGINNING;
 Thence North 23° 36' 44" West, 40.00 feet to a point;
 Thence North 66° 23' 16" East, 59.46 feet to a point;
 Thence South 23° 36' 44" East, 40.00 feet to a point;
 Thence South 66° 23' 16" West, 59.46 feet to the POINT OF BEGINNING.

Pipeline and Access Easement from the above described Well Site directly South on the center Section line to the South Quarter corner of said Section 27, Township 5 South, Range 12 East of the Boise Meridian, Gooding County, State of Idaho.

EXHIBIT B