

(Internet)

Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 73959

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

PART 1

DEC 28 2007

NOV 26 2007

Name of applicant Coast 2 Coast, L.L.C.Phone (208) 638-2833Post Office address 1670 S. Streampointe Lane Eagle, ID 83616**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 See Attachment B.**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
63-144A	06/01/1865	2.03 cfs/301.5 AF	Diversion to Storage	3/15 to 11/15
63-144A (portion)	06/01/1865	0.99 cfs/144.3 AF	Aesthetic Storage	3/15 to 11/15
63-144A (portion)	06/01/1865	0.72 cfs/106.7 AF	Irrigation	3/15 to 11/15
63-144C (portion)	06/01/1865	0.32 cfs/46.8 AF	Irrigation	4/01 to 11/01

2. Total amount of water being transferred 2.35 cubic feet per second and/or 348.3 acre-feet per annum.3. Source of water Boise River tributary to Snake River

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	21	4N	1E	ADA	Boise River

5. 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	
4N	1E	16											0.2	0.2					0.4 (PPU)
4N	1E	21		22.4	19.6		28.5	24.7	9.2	12.4									116.8 (PPU)

NOTE: Irrigated Area Not to Exceed 23.7 acres for 63-144A and 10.4 acres for 63-144C within PPU.

4N	1E	21		J	J		J	J		J									
----	----	----	--	---	---	--	---	---	--	---	--	--	--	--	--	--	--	--	--

NOTE: J = Aesthetic Use

Total acres 117.2 (PPU)

PART 1

8. General Information:

a. Description of diversion system See Attachment B.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X 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:
See Attachment B.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

Witness my hand this _____ day of _____, 19 _____.

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-144A on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a 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 Boise River tributary to Snake River

4. Date of priority 06/01/1865

5. Water is used for the following purpose:

amount 2.03 cfs/ 301.5 AF for Irrigation purposes from 3/15 to 11/15
(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 2.03 cubic feet per second and/or 301.5 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	21	4N	1E	ADA	Boise River

8. 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	
4N	1E	21		4	5		10	30	7	11									67

Total acres 67

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

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

1. amount ALL for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
								NO CHANGE

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	

Total acres _____

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

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

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

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	

Total acres _____

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 evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. 63-144C on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a 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 Grant Deed

3. Source of water Boise River tributary to Snake River

4. Date or priority 06/01/1865

5. Water is used for the following purpose:

amount 0.76 cfs/ 112.5 AF for Irrigation purposes from 04/01 to 11/01
(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 0.76 cubic feet per second and/or 112.5 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
8		NE	NE	21	4N	1E	ADA	Boise River

8. 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	
4N	1E	20	22			3													25

Total acres 25

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

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

1. amount 0.32 cfs/ 46.8 AF for Irrigation purposes from 4/01 to 11/01
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
8		NE	NE	21	4N	1E	ADA	Boise River

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	
4N	1E	20	8.9			1.5													10.4

Total acres 10.4**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 0.36 cfs/ 52.7 AF for Mitigation purposes from 4/01 to 11/01
 (cfs/ac-ft) _____
 amount 0.07 cfs/ 10.8 AF for Mitigation purposes from 4/01 to 11/01
 (cfs/ac-ft) _____
 amount 0.01 cfs/ 2.2 AF for Irrigation purposes from 4/01 to 11/01
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
1	NE	NE		20	4N	1E	Ada	Boise River
2	NW	NE		20	4N	1E	Ada	Boise River
8	NE	NE		21	4N	1E	Ada	Boise River

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	
4N	1E	20	13.1			1.5													14.6

Total acres 14.6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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

The form consists of a large rectangular grid. The grid is composed of 10 columns and 10 rows of squares. Each square is further divided into a 3x3 sub-grid by dashed lines, creating a total of 900 small squares. In the center of the grid, there is a large rectangular box with a solid border. Inside this box, the text "SEE TRANSFER APPLICATION FIGURE 1" is written in a large, bold, serif font, centered both horizontally and vertically.

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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	Aesthetic STORAGE	0.99 cfs / 144.3 AF	24/246/1	03/15 to 11/15
				to

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

See ATTACHMENT B.

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

SEE ATTACHMENT B.

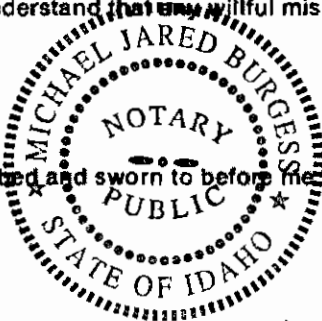
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

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

Subscribed and sworn to before me this

28th

day of

December18 2005

(Signature of Applicant)

(Notary Public)

My commission expires

6/12/09**FOR DEPARTMENT USE ONLY**Transfer contains 8 pages and 5 attachmentsReceived by RLDate 12/28/05

Protest filed by

Prelim. check by RLFee \$330Received by RLDate 12/29/05W033710

Published in

Copies of protest forwarded by

Pub. dates

Hearing held by

Date

Watermaster recommendation requested on

Recommended for

☐

approval

☐

denial

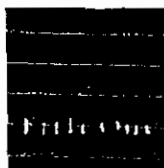
rec'd.

by

Copy of transfer sent to lien holder

Attachment A

Warranty Deed

Order No.: A0211314 *ST/KF*

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 83702 04:33 PM
DEPUTY Joanne Harper
RECORDED - REQUEST OF
Title One
AMOUNT 3.00



WARRANTY DEED

FOR VALUE RECEIVED, KEVIN C. JOPLIN AS TRUSTEE of the JOPLIN FAMILY TRUST, the Grantor, does hereby grant, bargain sell and convey unto COAST 2 COAST, L.L.C. whose current address is 1665 HILL ROAD, BOISE, IDAHO 83702 the Grantee, the following described premises, in Ada County, Idaho, TO WIT:

A parcel of land being a portion of Government Lots 2, 3 and 4 lying in Section 21, a portion of Government Lot 6 lying in Section 16, and a portion of the Southwest Quarter of the Southwest Quarter of Section 16, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of said Section 21, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence along the Westerly boundary of said Section 21, said Westerly boundary also being the centerline of Eagle Road South 01°11'40" West 954.12 feet to a point; thence leaving said Westerly boundary and centerline

North 68°04'08" East 141.48 feet to an iron pin marking the Easterly right-of-way of Eagle Road, and the left bank of the South Channel of the Boise River, said iron pin also being the REAL POINT OF BEGINNING; thence leaving said Easterly right-of-way and along the left bank of the said South channel of the Boise River, as established by John Stockton of the Idaho Department of Lands, on August 2, 1994, the following courses and distances to iron pins; thence continuing

North 68°04'08" East 141.93 feet to an iron pin; thence
North 62°35'07" East 59.57 feet to an iron pin; thence
North 58°45'02" East 101.58 feet to an iron pin; thence
North 38°57'09" East 95.82 feet to an iron pin; thence
North 50°14'01" East 93.54 feet to an iron pin; thence
North 48°19'30" East 108.56 feet to an iron pin; thence
North 27°18'02" East 144.45 feet to an iron pin; thence
North 50°45'53" East 110.92 feet to an iron pin; thence
North 47°45'36" East 139.70 feet to an iron pin; thence
North 60°17'49" East 91.48 feet to an iron pin; thence
North 55°45'23" East 143.73 feet to an iron pin; thence
North 50°20'34" East 178.66 feet to an iron pin; thence
North 33°27'53" East 77.62 feet to an iron pin; thence
North 71°48'21" East 122.07 feet to an iron pin; thence
South 74°48'23" East 142.84 feet to an iron pin; thence
South 52°45'38" East 178.16 feet to an iron pin; thence
South 13°21'15" East 71.99 feet to an iron pin; thence
South 39°53'02" East 102.63 feet to an iron pin; thence
South 43°57'24" East 88.33 feet to an iron pin; thence
South 51°11'04" East 119.23 feet to an iron pin; thence
South 40°01'07" East 90.96 feet to an iron pin; thence
South 70°46'04" East 86.03 feet to an iron pin; thence
South 46°11'28" East 118.99 feet to an iron pin; thence
South 40°23'21" East 80.86 feet to an iron pin; thence
South 71°35'51" East 104.76 feet to an iron pin; thence
South 81°09'07" East 95.30 feet to an iron pin; thence
South 83°36'36" East 73.80 feet to an iron pin; thence

ATTACHMENT A - 1

North 74°48'46" East 128.77 feet to an iron pin; thence
 North 65°42'39" East 80.09 feet to an iron pin; thence
 North 63°42'00" East 84.08 feet to an iron pin; thence
 North 34°50'58" East 164.96 feet to an iron pin; thence
 North 36°09'56" East 168.41 feet to an iron pin; thence
 North 84°58'02" East 133.66 feet to an iron pin; thence
 South 45°30'53" East 113.25 feet to an iron pin; thence
 South 41°57'57" East 81.55 feet to an iron pin; thence
 South 56°03'08" East 102.95 feet to an iron pin; thence
 South 60°03'20" East 181.09 feet to an iron pin; thence
 South 62°06'02" East 132.85 feet to an iron pin; thence
 South 64°13'26" East 134.29 feet to an iron pin; thence
 South 71°06'31" East 74.42 feet to an iron pin; thence
 South 63°18'43" East 58.83 feet to an iron pin; thence
 South 03°00'39" East 125.67 feet to an iron pin; thence
 South 09°14'16" East 242.35 feet to an iron pin; thence
 South 48°02'01" East 96.42 feet to an iron pin; thence
 South 64°28'44" East 119.58 feet to an iron pin on the Easterly boundary of Government Lot 2;
 thence leaving said left bank of the Boise River, and along said Easterly boundary
 South 01°17'12" West 655.06 feet to an iron pin; thence leaving said Easterly boundary
 South 83°11'10" West 405.08 feet to an iron pin; thence the following courses and distances to
 an iron pin:
 South 61°08'00" West 207.96 feet (formerly South 61°06'50" West 207.90 feet) to an iron pin;
 thence
 South 80°50'11" West 395.46 feet (formerly South 80°45'20" West 395.40 feet) to an iron pin;
 thence
 North 75°06'55" West 352.02 feet (formerly North 75°03'10" West 352.80 feet) to an iron pin;
 thence
 North 02°34'22" East 136.76 feet (formerly North 02°32'40" East 136.90 feet) to an iron pin;
 thence
 North 84°40'47" West 166.41 feet (formerly North 84°39'30" West 166.20 feet) to an iron pin;
 thence
 South 80°12'03" West 132.57 feet (formerly South 80°03'50" West 132.50 feet) to an iron pin;
 thence
 North 82°27'06" West 122.18 feet (formerly North 82°22'10" West 122.40 feet) to an iron pin;
 thence
 North 70°58'11" West 169.70 feet (formerly North 71°00'30" West) to an iron pin; thence
 North 64°34'35" West 189.65 feet (formerly North 64°36'20" West 189.50) to an iron pin; thence
 North 58°33'39" West 336.00 feet (formerly North 58°31'10" West) to an iron pin; thence
 North 83°21'33" West 70.76 feet (formerly North 83°21'50" West 70.80 feet) to an iron pin;
 thence
 South 37°20'17" West 427.10 feet (formerly South 37°19'30" West 427.04 feet) to an iron pin;
 thence
 South 70°13'27" West 79.52 feet (formerly South 70°18'00" West 79.70 feet) to an iron pin;
 thence
 North 77°24'34" West 85.90 feet (formerly North 77°25'20" West 85.80 feet) to an iron pin;
 thence
 North 66°44'35" West 229.62 feet (formerly North 66°43'10" West 229.50 feet) to an iron pin;
 thence
 North 60°39'36" West 305.27 feet (formerly North 60°40'00" West 305.20 feet) to an iron pin;
 thence
 North 66°52'17" West 91.84 feet (formerly North 66°50'10" West 91.80 feet) to an iron pin;
 thence
 North 70°59'34" West 256.40 feet (formerly North 70°59'50" West 256.50 feet) to an iron pin;
 thence
 North 04°54'52" East 60.98 feet (formerly North 04°53'20" West) to an iron pin; thence
 North 55°45'49" West 300.81 feet (formerly North 55°50'50" West 301.73) to an iron pin on the
 said Easterly right-of-way of Eagle Road; thence along said Easterly right-of-way
 North 05°21'35" East 377.49 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May ____, 2003

*JOPLIN FAMILY TRUST

Kevin C. Joplin
KEVIN C. JOPLIN, TRUSTEE

State of Idaho)
) ss.
County of Ada)

On this 23rd day of May 2003, before me, a Notary Public in and for said State, personally appeared Kevin Joplin, known or identified to me to be the Trustee, of the Joplin Family Trust, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.



Dena L. Hess
Notary Public
Residing at: Boise, Idaho
My Commission expires 8/10/2008 7/2/03

Attachment B

Narrative

ATTACHMENT B

Application For Transfer of Water Rights Applicant: Coast 2 Coast, L.L.C.

Part 1.A.2. – Describe the reason for the proposed changes:

Overview. Coast 2 Coast, L.L.C.'s (Applicant) Transfer Application ("Application") is intended to adjust the place of use of irrigation Water Right No. 63-144A (2.03 cfs/ 301.5 AF) appurtenant to lands within the proposed 117.2-acre Coast To Coast Subdivision ("Development") to allow continued irrigation of landscaping within the Development. The Applicant requests a change in use of a portion of existing water right 63-144A from irrigation to aesthetic use for the purpose of offsetting evaporative losses from the irrigation storage ponds. The Application also requests that a 10.4-acre portion (0.32 cfs/ 46.8 AF) of purchased Water Right No. 63-144C be transferred and allowed to irrigate within the Development, which will require a change in place of use.

Historical Ownership. The Development was owned by Lois Joplin until May 2003 when it was sold to Coast 2 Coast, L.L.C. along with its appurtenant water rights (see **Attachment A – Warranty Deed**). The Joplin family irrigated approximately 67 acres for many years with highly consumptive crops such as pasture grasses.

Historical Surface Water Right. The decreed water right appurtenant to, and used to irrigate the Joplin property is a portion of the 1865-priority decreed Graham-Gilbert water right (No. 63-144) that diverts 4.40 cfs from the Boise River. The headgate is located along the south bank of the South Channel of the Boise River about ¼-mile upstream of the Development (see **Attachment C – Figure 1**). The diversion rates are based on 4.5 afa per acre of irrigated land. The portions of the Graham-Gilbert water right that are the subject of this Application are the following:

<u>Water Right No.</u>	<u>cfs</u>	<u>afa</u>	<u>Acres</u>	<u>Owner</u>
63-144A	2.03	301.5	67	Coast 2 Coast, L.L.C.
63-144C	0.76	112.5	25	Nagy Springcreek, L.L.C.

Diversion to Storage. The entire 4.40 cfs from the Graham-Gilbert ditch will flow into a 43.3-acre storage pond. Water Right No. 63-144A (2.03 cfs/301.5 afa) will be diverted to storage within the Development, and the remaining water (2.37 cfs) will be conveyed to downstream users via gravity irrigation pipes.

Mitigation.

In accordance with the Idaho Department of Water Resources (IDWR) "1:1 Swap" policy, 1 acre of irrigation for each acre of pond surface area will be retired to offset evaporative losses in the pond. The 43.3 acres will be changed from irrigation to aesthetic use. Therefore;

ATTACHMENT B - 1

67 acres – 43.3 acres = **23.7 acres remaining (for irrigation use)**
 2.03 cfs * (23.7 acres/67 acres) = 0.72 cfs remaining (for irrigation use)
 301.5 afa * (23.7 acres/67 acres) = 106.7 afa remaining (for irrigation use)

Aesthetic Storage. The Pond Evaporation Map shows 40 inches of evaporation per acre for this region. With a pond surface area of 43.3 acres, the total annual evaporation would be:

$$(40 \text{ in.}) / (1 \text{ ft} / 12 \text{ in.}) * (43.3 \text{ ac.}) = 144.3 \text{ afa (for aesthetic storage use)}$$

The Applicant has concurrently submitted an Application For Permit for 690 acre-feet of aesthetic groundwater storage in the proposed ponds.

Irrigation.

An **additional 10.4 acres** (0.32 cfs/ 46.8 AF) of water right 63-144C has been purchased from Nagy Springcreek, L.L.C. for irrigation on the Development. Therefore;

<u>Water Right No.</u>	<u>cfs</u>	<u>afa</u>	<u>Acres</u>
63-144A	0.72	106.7	23.7
63-144C (portion)	0.32	46.8	10.4
Totals	1.04	153.5	34.1

The **total 34.1 acres** of water rights would be used on the Development for irrigation of residential lots, commercial lots, common lots, and storm water swales along the public right-of-way, and other landscaped areas within the Development. This Application requests that the 117.2-acre Development site be designated as a permissible place of use (PPU) for the irrigation water rights.

Proposed Project. The Applicant is developing the 117.2-acre property as Coast To Coast Subdivision thru the City of Eagle as a mixed-use development with 3 commercial lots and the remaining lots will be for residential use and common lots.

<u>Land Use</u>	<u>Irrigation Area (Acres)</u>
Buildable Lots	31.2
Landscape Common Lots	2.9
Total	34.1

The Irrigation Feasibility Analysis (see **Appendix D**) provides a brief overview of the proposed irrigation system. In general, the buildable lots will be irrigated on an odd/even day rotation during the evenings on a 12-hour schedule from 8pm-8am (see Table 1). The common lots will be irrigated during the day on a 12-hour schedule from 8am-8pm. Irrigation water will be temporarily stored in the pond during the day to meet peak demands while not exceeding the total allowed flow during a 24-hour period (see Table 2).

Part 1.B.6a. – Description of diversion system:

Water rights 63-144A and 63-144C have historically been diverted from the South Channel of the Boise River through the existing gravity diversion works for the Graham-

Gilbert ditch. This Application does not seek a transfer in the point of diversion. The Applicant proposes to use the existing surface water diversion facilities with upgrades as required.

In the recent past the irrigation water passed through a large gravel pond and the residual water was piped back to the ditch where it crosses under Eagle Road. All water would gravity flow from the Graham-Gilbert ditch into a proposed aesthetic storage pond (see **Appendix C**, Figure 1). The irrigation water would be directed through an irrigation pump station consisting of a 24-inch intake line with irrigation pumps totaling approximately 63 horsepower including a small jockey pump and three main pumps. The irrigation pumps would deliver pressurized irrigation water to a distribution system consisting of main pipes sized from 3 through 8-inches and service lines sized from 1 to 2-inches.

The remaining water rights would continue to be conveyed downstream via a gravity irrigation pipe under Eagle Road.

Part 1.B.6c. – Describe the effects on the land now irrigated if the place of use is changed pursuant to this transfer:

The Development site historically has been flood-irrigated to produce pasture grass. Following transfer approval, a portion of the land within the current place of use will cease to be irrigated due to the presence of impervious surfaces and constructed ponds. Areas within the subdivision that are not dedicated to impervious surfaces will be landscaped with turf, trees and shrubs and irrigated with an efficient pressure system, or will be dedicated to ponds, or will not be irrigated (natural open spaces).

Part 3.B.2. – Quantity and quality of return flows and location of discharge:

Changes in water right usage as a result of this application would not adversely affect the quantity or quality of return flows or location of discharge. Certain lands now irrigated will be converted to impervious surfaces or constructed ponds. Other lands within the Development will continue to be irrigated. Certain non-irrigated lands under existing land uses will thereafter be irrigated or be converted to ponds. The total number of irrigated acres after the transfer will be less, however, due in part to the replacement of 43.3 acres of pasture with constructed ponds. Portions of the surface water delivered to the Development for irrigation by the existing water rights will be dedicated for mitigation of the evaporative loss attributable to these ponds as described in the attached Irrigation Feasibility Analysis and the application for permit for aesthetic storage.

The historical ditch network on the site does not directly convey return flows to downstream users. Historical return flows, if any, probably reached the South Channel of the Boise River via overland flow because there is no existing return flow ditch on the Development site that was constructed for the purpose of discharging return flows directly to the river.

ATTACHMENT B-3

Part 3.B.3. – Describe effects on other water uses resulting from the proposed changes:

The Applicant proposes to sprinkler irrigate 34.1 acres of landscaping on buildable or common lots that primarily will consist of turf grasses. Evaporative losses from the 43.3-acre pond will be offset by retiring irrigation at a “1:1 swap”. The 77.4 total acres does not exceed the 77.4 acres of water rights that have historically been used on or near the Development. The proposed transfer will not enlarge the volume or rate of diversion, or expand the water rights or their annual consumptive use above historical levels. Therefore, the Applicant anticipates that the transfer would not injure other water rights.

Consumptive Use. Consumptive use due to pond evaporative losses from 43.3 pond acres will approximately equal consumptive use associated with a like number of previously irrigated acres. Since this development will be replacing irrigation of pasture grass with turf grasses, the annual consumptive use on the 34.1 acres within buildable and common lots is anticipated to be no greater than the historical consumptive use associated with a like number of previously irrigated acres. The proposed pressure irrigation system may result in a lower annual consumptive use compared to historical flood irrigation practices because of expected increased irrigation efficiency in a pressurized system. The overall consumptive use following the transfer is, therefore, expected to decrease or remain consistent with historical consumptive use.

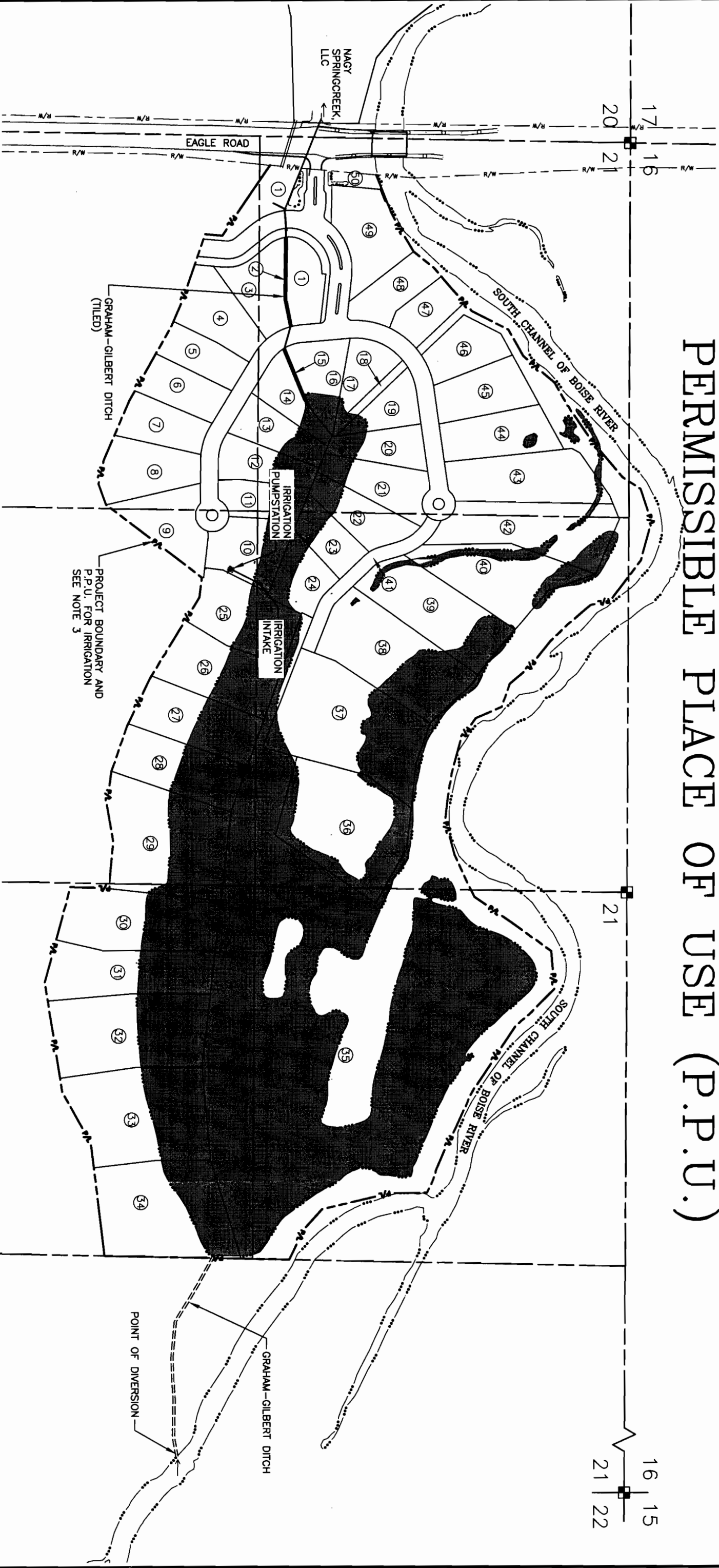
Proposed Diversion Rates. The Applicant proposes to divert a maximum of 2.35 cfs from the Graham-Gilbert headgate on the South Channel of the Boise River as authorized and historically used under the water rights that are part of this Application. Of the 2.35 cfs diversion, up to 1.04 cfs (153.5 afa) would be re-diverted for use in the pressure irrigation system and 0.99 cfs (144.3 afa) would remain in the ponds for evaporative mitigation.

ATTACHMENT B -4

Attachment C

Figures 1 & 2

ATTACHMENT "C" – FIGURE 1
APPLICATION FOR TRANSFER OF WATER RIGHT
COAST 2 COAST, LLC
PERMISSIBLE PLACE OF USE (P.P.U.)



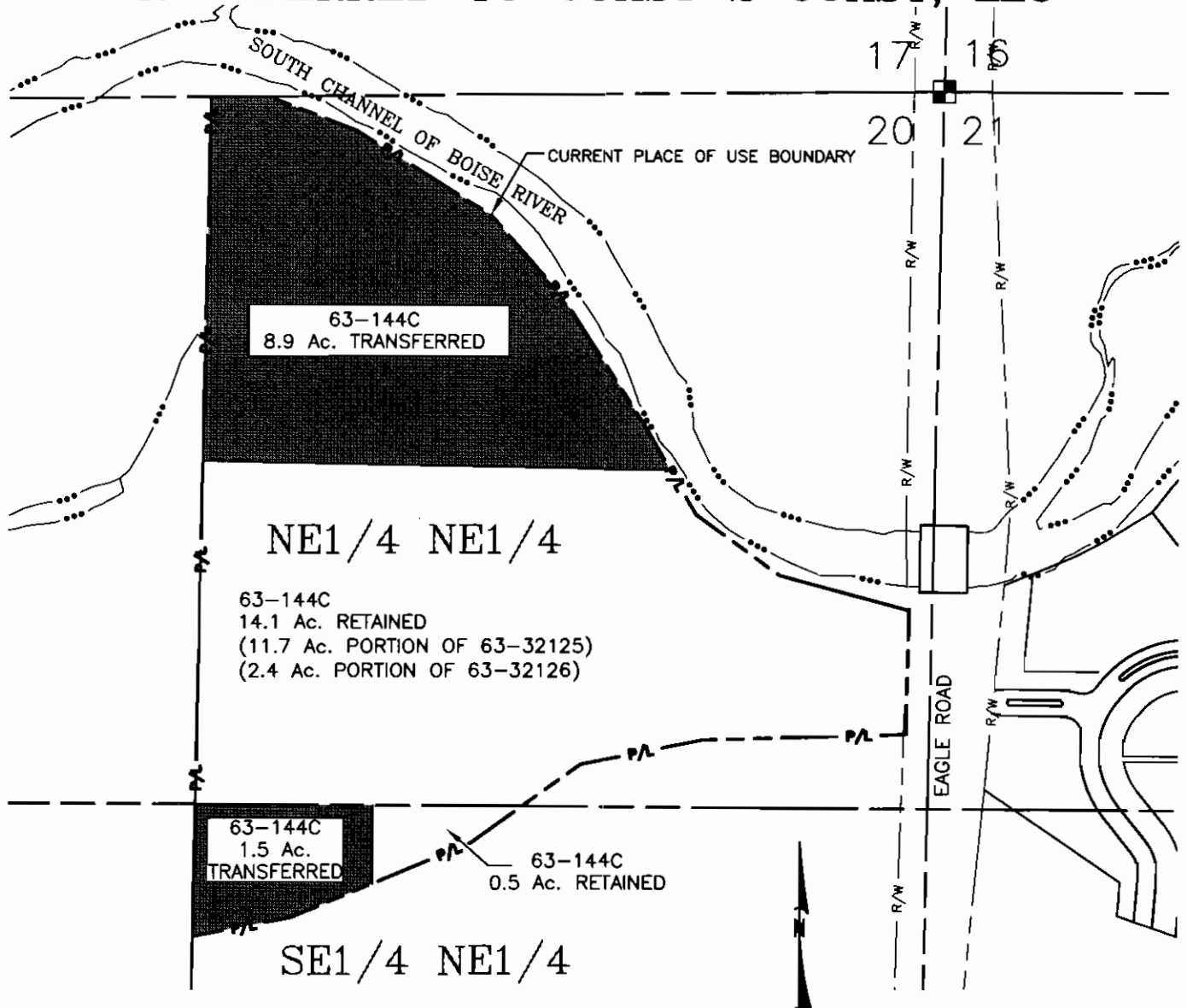
- NOTES:
1. ALL QUARTER-QUARTER SECTION NUMBERS SHOWN ARE LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.
 2. THE POINT OF DIVERSION FOR THE SURFACE WATER RIGHTS FROM THE BOISE RIVER IS LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO. THIS TRANSFER APPLICATION DOES NOT PROPOSE TO CHANGE THE POINT OF DIVERSION FROM THE BOISE RIVER.
 3. THE PERMISSIBLE PLACE OF USE SHOWN IN THIS FIGURE IS FOR IRRIGATION WITHIN THE PROJECT SITE. THE REQUESTED P.P.U. FOR AESTHETIC USE CORRESPONDS TO THE 1/4, 1/4 SECTIONS WHERE THE PROPOSED PONDS ARE LOCATED. REFER TO THE TRANSFER APPLICATION PART 1.B.5. FOR LEGAL DESCRIPTIONS OF REQUESTED PERMISSIBLE PLACE OF USE.

ATTACHMENT "C" - FIGURE 2

APPLICATION FOR TRANSFER OF WATER RIGHT

PORTIONS OF WATER RIGHT NO. 63-144C

TRANSFERRED TO COAST 2 COAST, LLC



NOTES:

1. 10.4 ACRES OF WATERRIGHT 63-144C TRANSFERRED (SOLD) TO COAST TO COAST, LLC. NOVEMBER 28, 2005.
2. SEE NAGY SPRINGCREEK LLC'S ("SPRINGCREEK") WATER RIGHT PERMITS 63-32125 AND 63-32126, WHICH AUTHORIZE SPRINGCREEK'S USE OF THE RETAINED PORTIONS OF WATER RIGHT 63-144C FOR MITIGATION OF A NEW GROUND WATER RIGHT THAT IS USED TO IRRIGATE RESIDENTIAL LOTS AND LANDSCAPING AND PROVIDE AESTHETIC AND WILDLIFE STORAGE IN THE WESTOVER LAKES SUBDIVISION. THE UNSHADED AREAS REPRESENT THE PROPORTIONAL AMOUNTS OF RIGHT 63-144C THAT WERE RETAINED FOR THIS MITIGATION. THE EXACT PLACES OF USE ON LAWNS, LANDSCAPING, AND PONDS WITHIN THE SUBDIVISION ARE NOT DEPICTED HERE; RATHER, THEIR TOTAL AREAS ARE SHOWN WITHIN QUARTER-QUARTER SECTIONS



TOOTHMAN-ORTON ENGINEERING CO.

ENGINEERS • SURVEYORS • PLANNERS
 9777 CHINDEN BOULEVARD • BOISE, IDAHO 83714-2008
 PHONE: 208-323-2288 • FAX: 208-323-2399

E-FILE: H:\03020\...FIGURE 2.DWG DATE: 10/31/07 JOB: 03020

ATTACHMENT C - 2

Attachment D

**Irrigation Feasibility
Analysis**

Application for Transfer of Water Rights

Applicant: Coast 2 Coast, L.L.C.

Irrigation Feasibility Analysis
Toothman-Orton Engineering Company
(Revised November 2007)

This document compares existing water rights appurtenant to the project site with the estimated irrigation demand of the development. The comparative analysis was done for both diversion quantities and irrigation area.

Analysis of Irrigation Requirements (Demand)

The following assumptions were used in determining the irrigation requirements for this development:

- 1) The current project layout accommodates 3 commercial lots and 41 residential lots. The lots were assigned Lot and Block numbers as seen in Table 1.
- 2) Each commercial lot is estimated at being 80% impervious and having the remaining 20% of land being landscaped and in need of irrigation water. The impervious areas vary from 26,000 square feet to 62,000 square feet.
- 3) The estimated impervious area of each residential lot includes the house, garage, patio, driveway and walkway.

The total estimated impervious area for each lot is comprised of the following:

- Housing Area = 2500 square feet
- Driveway (20' x 30') = 600 square feet
- Garage (24' x 24') = 576 square feet
- Walkway (30' x 5') = 150 square feet
- Patio (10' x 10') = 100 square feet

The total assumed impervious area for each lot is 3926 square feet (0.09 ac.), which is a conservative estimate compared to neighboring developments.

ATTACHMENT D-1

Irrigation Flow Rate

The following assumptions were used to estimate the irrigation flow rate required by the proposed development:

- 1) The peak system demand is determined by the scheduling of irrigation for buildable lots since the buildable lot area is over 5 times the irrigated common area.
- 2) Irrigation will be conducted on an “every other day” schedule with a peak consumptive use requirement of 0.25 inches per day and an overall irrigation efficiency of 80%. The peak day consumptive use of 0.25 inches has been documented in various sources including the Natural Resources Conservation Service (formerly SCS) and Allen and Brockway (1983). The assumed 80% efficiency (20% system losses) includes pipe leakage, direct spray evaporation, runoff and percolation of soil moisture below the turf root zone.
- 3) Lots with less than 0.85 acres of irrigable land will be irrigated in a 6-hour time block and lots greater than or equal to 0.85 acres of irrigable land will be watered in a 12-hour block.

Flow rates for the different lot sizes were calculated using the above listed assumptions and are presented in Table 1. Table 1 also shows that buildable lots will be scheduled to irrigate from 8pm to 8am with two time slots (8pm to 2am and 2am to 8am) for alternating days. Irrigation of common lots and any system maintenance will take place from 8am to 8pm.

The buildable lots were scheduled among the four available time slots to yield a maximum flow rate of 368 gallons per minute (gpm) as shown in the sub-totals for each time slot in Table 1.

Voluntary schedule control will be implemented to maintain adequate pressure and supply throughout the development. The voluntary control will require that each lot have an automatic sprinkler system. The automatic timers will aid in enforcing the irrigation schedule and to keep the actual flow rate peaking factor close to 1.0 as assumed in Table 1.

Irrigation Area

The estimated irrigation area within the proposed development is determined by irrigation on buildable lots, landscaped common areas, minus evaporative losses in ponds. These irrigation components are summarized in Table 2.

The total estimated irrigation area for buildable lots not encumbered by impervious areas, ponds, or wetlands was determined to be 31.2 acres, as shown in Table 1. There are approximately 2.9 acres of landscaped common lots, as summarized in Table 2.

ATTACHMENT D-2

Approximately 43.3 acres of ponds are located on the site. This area will be used to fulfill the City of Eagle no-net-loss of floodplain storage requirement.

The estimated wetland area will not be irrigated. Specifically, the following was assumed:

- 1) Existing wetlands that remain in place within common areas or buildable lots will not be irrigated, consistent with historical land use practices.
- 2) Wetlands within mitigation areas will be located sufficiently close to groundwater so as to not require irrigation. A separate wetland delineation and mitigation plan is required by the U.S. Army Corps of Engineers and will address assumptions #1 and #2 in more detail.
- 3) Wetland mitigation sites will require short-term irrigation to establish transplanted wetland vegetation. Short-term irrigation of wetland areas will occur during construction of the development infrastructure, prior to build-out, so that no more than 60 acres will be irrigated at any one time.

All wetland areas on-site that are located on buildable lots or outside of buildable lots that are not irrigated are excluded from the 2.9 acres of Landscaped Common Lots shown in Table 2.

Analysis of Irrigation Water Rights (Supply)

Water rights on file with IDWR in 2005:

<u>Water Right No.</u>	<u>cfs</u>	<u>afa</u>	<u>Acres</u>	<u>Owner</u>
63-144A	2.03	301.5	67	Coast 2 Coast, L.L.C.
63-144C	0.76	112.5	25	Nagy Springcreek, L.L.C.

Aesthetic Storage

Previous irrigation included highly consumptive crops such as alfalfa and pasture grasses. Therefore, in accordance with the Idaho Department of Water Resources (IDWR) "1:1 Swap" policy, 1 acre of irrigation for each acre of pond surface area will be retired to offset evaporative losses in the ponds.

$$67 \text{ acres} - 43.3 \text{ acres} = \mathbf{23.7 \text{ acres remaining (for irrigation use)}}$$

Free Surface Water Evaporation shows 40 inches of evaporation per acre (see Pond Evaporation Map). With a pond surface area of 43.3 acres, the total annual evaporation would be:

$$(40 \text{ in.}) / (1 \text{ ft} / 12 \text{ in.}) * (43.3 \text{ ac.}) = \mathbf{144.3 \text{ ac.-ft. (for aesthetic storage use)}}$$

ATTACHMENT D-3

Allowable Irrigation Area and Flow Rates

After mitigating for the 43.3 acres of pond evaporation, the 67 acres of useable area is reduced to **23.7 acres remaining for irrigation use**. Therefore, the remaining flow rates are based upon the following ratios:

$$2.03 \text{ cfs} * (23.7 \text{ acres}/67 \text{ acres}) = 0.72 \text{ cfs remaining (for irrigation use)}$$

$$301.5 \text{ afa} * (23.7 \text{ acres}/67 \text{ acres}) = 106.7 \text{ afa remaining (for irrigation use)}.$$

An **additional 10.4 acres** (0.32 cfs/ 46.8 AF) of water right 63-144C was purchased from Nagy Springcreek, L.L.C. to the Applicant for irrigation use on the Development.

Therefore, the following is available for irrigation uses:

<u>Water Right No.</u>	<u>cfs</u>	<u>afa</u>	<u>Acres</u>
63-144A	0.72	106.7	23.7
63-144C (portion)	0.32	46.8	10.4
Totals	1.04	153.5	34.1

Reconciliation of Demand and Supply

Flow Rate

The allowable flow rate of 1.04 cfs (or equivalent volume in acre-feet) will not be exceeded during a 24-hour period. The irrigation schedule demonstrates that irrigation of the 31.2 acres of buildable lots can be accomplished in 12 hours (see Table 1). A minimum flow rate of 368 gpm is required to sufficiently irrigate the buildable lots during a 12-hour period of time during the *evenings*. The 2.91 acres of landscaped common lots will be irrigated during the *days* with a smaller demand to provide temporary storage in the pond for peak demand (see Table 2).

The system can accommodate peaking demands by temporarily storing water in the pond during non-peaking times. However, the irrigation schedule will be implemented along with the requirement for automatic individual sprinkler systems to mitigate peaking effects.

Irrigation Area

The irrigation area matches the allowable irrigation area of 34.1 acres.

Pressure Irrigation System

The irrigation water will be pumped from the storage pond and distributed through a pressure irrigation system to landscaped areas of the development. The remaining irrigation water will be conveyed to downstream users thru a gravity pipe under Eagle Road.

ATTACHMENT D - 4

TABLE 1. Irrigation Demands for Individual Lots

Project: Coast To Coast Subdivision
 Irrigation Demand Based on Lot Sizes
 Residential Lot Irrigation Results
 Toothman-Orton Engineering Company
 Rev. November 20, 2007

Givens/Assumptions

0.25 Inches for Daily Consumptive Use
 0.8 Efficiency of Irrigation
 6 Hour Irrigation Time for Lot Sizes 0.00 to 0.84 Acres
 12 Hour Irrigation Time for Lot Sizes 0.85 to 2.04 Acres

BLOCK	LOT	AREA	ESTIMATED IMPERVIOUS AREA	IRRIGATION AREA	FLOW RATE			
					Odd Day 8pm-2am	Even Day 2am-8am	Even Day 8pm-2am	Odd Day 2am-8am
		(Acres)	(Acres)	(Acres)	(gpm)	(gpm)	(gpm)	(gpm)
1	1	0.81	0.09	0.72				33.9
1	3	0.72	0.09	0.63	29.7			
1	4	0.46	0.09	0.37			17.4	
1	5	0.44	0.09	0.35				16.5
1	6	0.46	0.09	0.37	17.4			
1	7	0.45	0.09	0.36		17.0		
1	8	0.45	0.09	0.36				17.0
1	9	0.63	0.09	0.54			25.4	
1	10	0.70	0.09	0.61			28.6	
1	11	0.52	0.09	0.43		20.2		
1	12	0.63	0.09	0.54		25.4		
1	13	0.65	0.09	0.56			26.4	
1	14	0.60	0.09	0.51			24.0	
1	16	0.79	0.63	0.16			7.4	
1	17	0.75	0.60	0.15	7.0			
1	19	0.66	0.09	0.57	26.9			
1	20	0.69	0.09	0.60	28.3			
1	21	0.99	0.09	0.90	21.3	21.3		
1	22	0.84	0.09	0.75				35.3
1	23	0.55	0.09	0.46		21.7		
1	24	0.58	0.09	0.49			23.1	
1	25	0.69	0.09	0.60	28.1		30.2	
1	26	0.73	0.09	0.64				
1	27	0.70	0.09	0.61		28.7		
1	28	0.68	0.09	0.59		27.8		
1	29	1.33	0.09	1.24			29.2	29.2
1	30	0.83	0.09	0.74		35.0		
1	31	0.91	0.09	0.82	38.6			
1	32	1.28	0.09	1.19			28.1	28.1
1	33	1.36	0.09	1.27	29.9	29.9		
1	34	2.13	0.09	2.04	48.1	48.1		
1	37	0.98	0.09	0.89	21.0	21.0		
1	38	1.41	0.09	1.32			31.2	31.2
1	39	1.57	0.09	1.48			34.8	34.8
1	39	0.98	0.09	0.89			20.9	20.9
1	40	1.40	0.09	1.31	30.9			30.9
1	42	0.90	0.09	0.81				38.4
1	43	0.98	0.09	0.89			21.0	21.0
1	44	0.50	0.09	0.41		19.3		
1	45	0.58	0.09	0.49	23.1			
1	46	0.74	0.09	0.65				30.6
1	47	0.76	0.09	0.67		31.6		
1	48	0.96	0.09	0.87		20.5	20.5	
1	49	1.78	1.42	0.36	16.8			
Total		37.55		31.20	367	368	368	368

ATTACHMENT D - 5

TABLE 2. Irrigation Storage for Peaking Factor

Coast To Coast Subdivision
Toothman-Orton Engineering Company
November 20, 2007

Land Use	Irrigation Area (acres)	Time per Day of Irrigation
Buildable Lots	31.2	12
Landscaped Common Lots	2.9	12
Total	34.1	24

	Flow (cfs)	Volume 24-hour Period (acre-ft)
Water Rights Available for Irrigation	1.04	2.06
Buildable Lot Irrigation 8pm-8am	0.82	0.81
Landscaped Common Lot Irrigation 8am-8pm	0.08	0.08
Available Irr. Water Stored in Pond for Peak Demand		1.17

Attachment E

Purchase Agreement

GIVENS PURSLEY LLP

LAW OFFICES

601 W. Bannock Street
PO Box 2720, Boise, Idaho 83701
TELEPHONE: 208 388-1200
FACSIMILE: 208 388-1300
WEBSITE: www.givenspursley.com

CHRISTOPHER H. MEYER

DIRECT DIAL: 208 388-1236
CELL: 208 407-2792
EMAIL: chrismeyer@givenspursley.com

Gary G. Allen
Kristen A. Atwood
Kelly T. Barbour
Christopher J. Beeson
William C. Cole
Michael C. Creamer
Thomas E. Dvorak
Roy Lewis Elguren
Timothy P. Fearnside
Jeffrey C. Fereday
Melissa A. Finocchio*
Steven J. Hippler
Karl T. Klein
Deborah K. Kristensen
Anne C. Kunkel

Jeremy G. Ladle
Franklin G. Lee
David R. Lombardi
Emily A. MacMaster
John M. Marshall
Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Angela K. Nelson
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.

Kenneth L. Pursley
Bradley V. Sneed
H. Barton Thomas, LL.M.
J. Will Varin
Conley E. Ward
Robert B. White

Raymond D. Givens
RETIRED

James A. McClure
RETIRED
*Licensed in California

Via Hand Delivery

December 2, 2005

Jay Gustavsen, Esq.
Davison Copple Copple & Cox
199 N. Capitol Blvd., Suite 600
P.O. Box 1583
Boise, ID 83701

Re: Nagy Springcreek Water Right Sale

Dear Jay:

Enclosed please find a copy of the fully executed *Water Right Purchase and Sale Agreement*. I have retained the original in my file. I hope that is okay. Pursuant to our conversation this morning I will send a runner to your office on Monday to pick up the earnest money check in the amount of \$20,000. Please contact my assistant Katrina at 388-1227 when the check is ready to be picked up.

Thank you for your cooperation and assistance in getting the *Agreement* executed. If you have any questions or concerns please call.

Sincerely,



Christopher H. Meyer

Encl: *Water Right Purchase and Sale Agreement* (copy)

cc: Don Knickrehm

CHM:kdt S:\CLIENTS\7335\3\CHM Ltr to Jay Gustavsen re Executed Agreement.DOC

ATTACHMENT E - 1

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 26 day of November, 2005 ("Effective Date") by and between Nagy Springcreek, L.L.C., an Idaho limited liability company ("Seller"), whose address is 80 W. Cottonwood Ct., Ste. 150, Eagle, Idaho 83616, and Coast 2 Coast, L.L.C., an Idaho limited liability company ("Buyer"), whose address is 757 W. Bankside Drive, Eagle, Idaho 83616. In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns a certain water right, represented by water right number 63-144C, to divert surface water from the Boise River during the irrigation season for irrigation purposes on 25.0 acres of land located in the NE¼ of the NE¼, Section 20, T4N, R1E, Boise Meridian in Ada County. The parent of the water right was decreed as part of the Stewart Decree. It was subsequently transferred, creating water right number 63-144C, and a claim therefore has been filed in the Snake River Basin Adjudication. A copy of the Adjudication Recommended Right Report for water right number 63-144C is attached as Exhibit A.

2. Seller also owns permits for water rights to divert ground water tributary to the Boise River for irrigation and storage purposes, which water rights are represented by water right numbers 63-32125 and 63-32126. Water right numbers 63-32125 and 63-32126 each rely on mitigation provided under a portion of water right number 63-144C. A copy of the Permit for water right number 63-32125 is attached as Exhibit B. A copy of the Permit for water right number 63-32126 is attached as Exhibit C.

3. As recommended by the Idaho Department of Water Resources ("Department") in the Adjudication Recommended Right Report, right number 63-144C authorizes diversion of 0.76 cfs up to an annual volume of 112.5 acre-feet. Of this, certain portions are committed to mitigation for water right numbers 63-32125 and 63-32126, as shown in rows 2 through 4 of Table 1 of Exhibit 1 to the specimen of the Water Right Grant Deed and Assignment attached hereto as Exhibit D.

4. Seller desires to sell to Buyer a Water Right authorizing diversion to beneficial use of 46.8 acre-feet per annum ("Water Right"), that being the portion of water right number 63-144C available for diversion to beneficial use after mitigation requirements under water right numbers 63-32125 and 63-32126, less an additional 2.2 acre-feet per annum of water reserved by Seller. Based on a proportionate allocation of the reserved 2.2 acre-feet (consistent with the allocation that the Department has employed in prior transfers of water right number 63-144C), it is anticipated that the Water Right will authorize Buyer to divert 46.8 acre-feet of water at a rate of 0.32 cfs to irrigate 10.4 acres of land, as shown in row 5 of Table 1 referenced above. The location of the land to which the Water Right is appurtenant ("Property") is set out in Table 1 referenced above.

5. Buyer desires to purchase the Water Right and change certain elements thereof including its point of diversion and place of use, or, in the alternative, use the Water Right as

mitigation for a new water permit in which the retirement of the Water Right will serve a mitigation or similar purpose.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell the Water Right to Buyer, and Buyer agrees to purchase it.

6. Purchase Price. The price for the Water Right is \$117,500.00 ("Purchase Price"), payable as follows:

a. Upon execution of this Agreement by Seller and Buyer, Buyer shall pay Seller \$20,000.00 as a non-refundable earnest money payment ("Earnest Money"). The Earnest Money shall be applied toward the Purchase Price at Closing.

b. The balance of the Purchase Price, \$97,500, being the Purchase Price less the Earnest Money, shall be due and payable to Seller at Closing as provided in paragraph 10.c.

7. Buyer responsible for water right transfer. Within 30 days after this Agreement is signed, Buyer shall file, with the Department, either an application to change or transfer the Water Right to Buyer's place of use, proposed nature or time of use, and point of diversion or, in the alternative, an application for a new water permit in which the retirement of the Water Right will serve a mitigation or similar purpose (collectively, "Transfer"), and thereafter (until Closing or termination of this Agreement) shall diligently pursue the Transfer at Buyer's sole cost. Upon filing the Transfer, Buyer shall provide a copy of the Transfer to Seller.

8. Dry-Up Obligation. Upon Seller's receipt of a copy of the Transfer, the Water Right no longer will be diverted or placed to beneficial use by Seller or those acting on authority of Seller unless Buyer agrees in writing that it can be so used on an interim basis during the pendency of the Transfer. This dry-up obligation shall survive Closing and remain in effect in perpetuity.

9. Seller to cooperate with Buyer's Transfer efforts. Seller shall cooperate with Buyer in pursuit of the Transfer and, at Buyer's request, Seller shall provide Buyer with any information Seller has concerning the Water Right that Buyer may reasonably request in pursuit of the Transfer; provided, that if responding to such request will require Seller to incur attorney or consultant fees or costs, the following conditions shall apply:

a. Seller shall provide Buyer a written estimate of such fees and costs and shall not be obligated to provide a response until Seller receives from Buyer a written approval of such fees and costs and a commitment from Buyer to pay them directly or reimburse Seller for Seller's payment of them. Once Seller has received such approval, Seller shall provide the response to the extent of the fees and costs covered in the approval.

ATTACHMENT E - 3

b. Seller shall forward to Buyer all bills for such fees and costs within 30 days after Seller receives invoices for such expenses from a consultant or attorney, and shall inform Buyer whether Seller has paid these invoices or, in the alternative, is forwarding them to Buyer for payment.

c. Within 30 days after Buyer receives them, Buyer shall either pay such invoices directly or reimburse Seller for Seller's payment of them.

10. Closing.

a. Except as provided in paragraph 11 below, Closing shall occur at a time selected by Buyer and agreeable to Seller no later than: a) 90 days after the Effective Date of this Agreement, or b) 20 days after the final, unappealable approval of the Transfer, whichever comes first. An additional period of time for Closing, not to exceed 20 days, may be allowed in the event the Transfer approval occurs in the final 20 days of the 90 day period following the Effective Date.

b. At Closing, Seller shall deliver to Buyer: i) an executed and acknowledged Water Right Grant Deed and Assignment ("Deed") in the form of the specimen attached to this Agreement as Exhibit D; ii) all documentation, including appropriate deeds, leases, and assignments, confirming Seller's ownership of the Water Right and its entitlement to convey it to Buyer; iii) an executed and acknowledged assignment of the appropriate portion of the Snake River Basin Adjudication Claim for the Water Right; and iv) such other documents as Buyer may reasonably request within 20 days prior to Closing to confirm Buyer's ownership of the Water Right or its transferability. Seller shall make best efforts to provide all documents referenced in item ii of this paragraph within 10 days after the Effective Date of this Agreement.

c. At Closing, Buyer shall deliver to Seller the balance of the Purchase Price (plus any unreimbursed expenses as provided in paragraph 9) by means of a cashier's check or other means of payment acceptable to Seller. Buyer shall have responsibility for recording or filing the Deed, Notice of Change of Ownership, and any other documents with the county recorder, the Department, the SRBA Court, or any other entities Buyer deems appropriate.

11. Buyer's election not to close. If the Transfer has been denied by the Department or a court or is still pending before the Department or a court 90 days after the Effective Date of this Agreement, Buyer at its option may either proceed to Closing or terminate this Agreement by written notice and forfeit its Earnest Money.

12. Failure to close; Buyer's and Seller's elections. Except as provided in paragraph 11, if Buyer fails to close the transaction within the time provided in paragraph 10.a, Buyer shall be in default. In addition to any other remedies Seller might have, Seller at its option may terminate this Agreement and retain the Earnest Money. If this Agreement is terminated either by Buyer's election under paragraph 11 or as a result of Buyer's default, Buyer, at its cost, shall forthwith withdraw and cancel the Transfer and take any steps necessary to ensure that the

ATTACHMENT E-4

Department cancels, reverses, or otherwise nullifies the Transfer application process and any Transfer approval, and such obligations shall survive the termination and/or default and be in addition to any other remedy available to Seller.

13. Seller's representations and warranties. Seller hereby represents and warrants as follows:

- a. To the best of Seller's knowledge, the descriptions of the water rights and/or permits set out in the records of the Department reproduced in Exhibit A, Exhibit B, and Exhibit C are accurate.
- b. To the best of Seller's knowledge, the Water Right has been beneficially used as the sole water source to irrigate the Property.
- c. The Property no longer will be irrigated by the Water Right as provided in paragraph 8, above.
- d. Seller is the sole owner of the Water Right and has not conveyed, mortgaged, or pledged the Water Right to any other person or entity.
- e. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right.
- f. Seller has the legal power, right, and authority to enter into this Agreement and to perform Seller's obligations hereunder. The undersigned representative of Seller has authority to bind Seller to this Agreement.
- g. A claim for the Water Right has been filed in the Snake River Basin Adjudication, but Seller makes no representation or warranty regarding the outcome of that proceeding as it might affect the Water Right.
- h. To the best of Seller's knowledge, the Water Right has been placed to continual beneficial use on the Property, and Seller has no knowledge of any unexcused continuous five-year period of nonuse of the Water Right.
- i. Seller makes no other representation or warranty as to the Water Right, its transferability, its yield upon Transfer, or what conditions, mitigation requirements, or other limitations might be imposed as a condition of the Transfer approval, or might be imposed by the Department or a court thereafter. Seller makes no representation or warranty with respect to how the Water Right will be decreed in the Snake River Basin Adjudication. Seller makes no representation or warranty with respect to any potential administration, call, or curtailment of the Water Right. The parties understand and agree that the Purchase Price set forth above will remain the same regardless of the amount of water Buyer ultimately is allowed to divert and place to beneficial use under the Transfer; that the amount of water could be less than the face value of the Water Right; and that, should it approve the Transfer, the Department may impose conditions on the use of the Water Right at the time of Transfer or thereafter.

ATTACHMENT E -5

14. Buyer's Representations and Warranties. Buyer hereby represents and warrants as follows:

a. Buyer has the legal power, right, and authority to enter into this Agreement and to perform Buyer's obligations hereunder. The undersigned representative of Buyer has authority to bind Buyer to this Agreement.

b. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

15. Remedies on Default. If either party breaches this Agreement, the non-breaching party shall be entitled to all remedies available at law or in equity, in addition to those expressly set out herein.

16. Notices. Any notice under this Agreement shall be in writing and shall be delivered by certified U.S. mail, commercial overnight service, facsimile, email, or hand delivery. Receipt of any notice given by email, facsimile, or hand delivery shall be confirmed in writing or email by the receiving party. All notices shall be addressed to the parties at the addresses set forth below, or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal or (b) three days after mailing by certified mail.

a. To Seller:

Donald E. Knickrehm
Nagy Springcreek, L.L.C.
80 W. Cottonwood Court, Ste. 150
Eagle, Idaho 83616

b. To Buyer:

Creston Thornton
Coast 2 Coast, L.L.C.
757 W. Bankside Drive
Eagle, Idaho 83616

17. General Provisions.

a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

b. In addition to the acts recited herein and contemplated to be performed, the parties hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, deeds, assurances, releases, and authorizations as either party hereto may reasonably require to consummate the transactions contemplated hereunder.

c. No modification, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

d. If either party commences litigation for the judicial interpretation, enforcement, or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

e. Time is of the essence to this Agreement. In particular, the requirement that Closing must occur within the time specified in this Agreement is a central and material term. Either party's failure to close within that time period, except where Buyer is entitled not to close as provided in paragraph 11 above, shall be a breach of this Agreement.

f. All obligations referred to herein that reasonably are to be performed, or may be performed, after Closing, and all representations and warranties contained herein, shall survive the Closing and delivery of Seller's Water Right Grant Deed and Assignment.

g. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors, and assigns. No third party beneficiaries are intended.

h. This Agreement may be executed in counterparts.

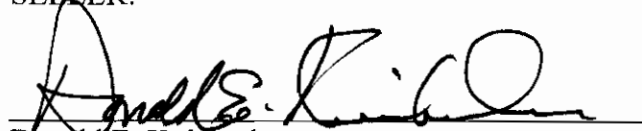
i. It is the understanding of the parties that the description of the Water Right and appurtenant lands contained or referenced in this Agreement is sufficiently specific to identify it for purposes of conveyance or transfer. If for any reason there is need for a more precise delineation of the lands to which any water right or mitigation requirement described herein is appurtenant or applicable, Seller shall identify with particularity such acres or portions thereof based on its unilateral selection of such lands within the authorized place of use for the applicable water right. Any error, discrepancy, or ambiguity in the description of the Water Right or appurtenant lands contained or referenced in this Agreement, or in the records of the Department, shall not affect the Purchase Price or the validity of this Agreement.

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

k. This Option Agreement shall be governed by the laws of the State of Idaho. The Parties further agree that Idaho law shall apply to and be applied in any arbitration proceedings.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the date set forth above.

SELLER:


Donald E. Knickrehm
Manager
Nagy Springcreek, L.L.C.

BUYER:


Creston Thornton
Managing Member
Coast 2 Coast, L.L.C.

ATTACHMENT E-6

INDEX TO EXHIBITS

- Exhibit A** **WATER RIGHT NUMBER 63-144C (COPY OF ADJUDICATION
RECOMMENDED RIGHT REPORT)**
- Exhibit B** **WATER RIGHT PERMIT NUMBER 63-32125 (COPY OF PERMIT)**
- Exhibit C** **WATER RIGHT PERMIT NUMBER 63-32126 (COPY OF PERMIT)**
- Exhibit D** **FORM OF DEED**

ATTACHMENT E-9

Exhibit D to Water Right Purchase and Sale Agreement (Form of Deed)

When Recorded Return To:

Paul Thornton
Coast 2 Coast, L.L.C.
1665 West Hill Road
Boise, Idaho 83702

WATER RIGHT GRANT DEED AND ASSIGNMENT

Nagy Springcreek, L.L.C., an Idaho limited liability company, whose address is 80 W. Cottonwood Ct., Ste. 150, Eagle, Idaho 83616 ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto Coast 2 Coast, L.L.C., an Idaho limited liability company, whose address is 1665 West Hill Road, Boise, Idaho 83702 ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the water right described in Exhibit 1 hereto (the "Water Right").

Grantor retains no residual or reversionary interest in any of the Water Right.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner in fee simple of the Water Right;
- (B) that Grantor has not conveyed any of the Water Right to anyone other than Grantee; and
- (C) that the Water Right is free from all liens, claims, or encumbrances.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed on the date shown by such name.

ATTACHMENT E -10

Grantor:

NAGY SPRINGCREEK, L.L.C.

Dated: _____

By: /This is a form document, do not sign/

Donald E. Knickrehm

Manager

Attached:

Exhibit 1 to Water Right Grant Deed and Assignment (Description of Water Right)

ATTACHMENT E -11

EXHIBIT 1 TO WATER RIGHT GRANT DEED AND ASSIGNMENT

DESCRIPTION OF WATER RIGHT TO BE CONVEYED

The Water Right that is the subject of the foregoing Water Right Grant Deed and Assignment is the portion of the water right represented by water right number 63-144C that is available for diversion to beneficial use after mitigation requirements imposed under water right numbers 63-32125 and 63-32126, less an additional 2.2 acre-feet per annum of water reserved by Seller, authorizing diversion to beneficial use of 46.8 acre-feet per annum, subject to conditions and limitations showing in the records of the Idaho Department of Water Resources and under Idaho law, for beneficial use in irrigation of land described in the following paragraph.

The Water Right is appurtenant to 10.4 acres of land of which 8.9 acres are located in NE¼ of the NE¼, Section 20, T4N, R1E, Boise Meridian in Ada County and 1.5 acres are located in SE¼ of the NE¼, Section 20, T4N, R1E, Boise Meridian in Ada County. This 10.4 acres of land consists of the 25.0 acres of land to which water right number 63-144C is appurtenant, less the 11.7 acres of land whose appurtenant water right (water right number 63-144C) was committed to mitigation of water right number 63-32125 and the 2.4 acres of land whose appurtenant water right (water right number 63-144C) was committed to mitigation of water right number 63-32126, and less 0.5 acres of land whose appurtenant water right (water right number 63-144C) is reserved to Seller. The land appurtenant to the reserved 2.2 acre-foot portion of water right number 63-144C shall be the 0.5 acres of land within the SE¼ of the NE¼, Section 20, T4N, R1E, Boise Meridian in Ada County.

The Water Right subject to conveyance and assignment includes the legal water right itself, together with any license, permit, decree, partial decree, share, certificate, document, or claim representing or evidencing the right.

The components and history of the Water Right and the other associated water rights described above are summarized in Table 1 on the following page. The quantities appearing in row 5 of Table 1 describe the Water Right to be conveyed.

ATTACHMENT E - 12

**Table 1:
Summary of Water Right**

	Water Right or Portion Thereof	Acres in NE NE	Acres in SE NE	Total Acres	Acre-feet per Acre	Total Annual Volume (acre-feet)	Total Diversion Rate (cfs)
1.	63-144C	23.0	2.0	25.0	4.5	112.5	0.76
2.	Portion of 63-32125 committed to mitigation	11.7	0.0	11.7	4.5	52.7	0.36
3.	Portion of 63-32126 committed to mitigation	2.4	0.0	2.4	4.5	10.8	0.07
4.	Balance of 63-144C after mitigation	8.9	2.0	10.9	4.5	49.0	0.33
5.	Balance of 63-144C after mitigation, less 2.2 acre-feet	8.9	1.5	10.4	4.5	46.8	0.32
6.	Portion of 63-144C reserved to Seller	0.0	0.5	0.5	4.5	2.2	0.01

ATTACHMENT E - 13