

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 FEB 27 2007
 WATER RESOURCES
 DIVISION REGION
 RECEIVED

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned

MAR 01 2007

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
63-07736					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25⁰⁰
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) WESTERN CONSTRUCTION INC.
4. New Owner/Claimant(s) HEATON FAMILY LIMITED PARTNERSHIP
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address P.O. BOX 15569
- City, State and ZIP Code BOISE, IDAHO 83715
- New Telephone Number (208) 345-1440
5. Date you acquired the property 11-13-2006

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) *Shane C. Hutton*
(include title if applicable) Partner

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only
 Received by *SD* Date 2-27-07 Fee \$25.00
 Received by *SD* Date 2-27-07 Receipt No. W033119
 Processed by _____ AJ Date _____ WR *SR* Date 5-25-07

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FEB 19 2007
WESTERN CONSTRUCTION INC

PAGE 1
Jan-02-2007

DEED OF TRUST NOTE

\$2,200,000.00

Boise, Idaho, November 13, 2006

For value received, the undersigned promise(s) to pay to the order of WESTERN CONSTRUCTION, an Idaho corporation, the sum of TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000.00), in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment and to pay interest thereon from even date until paid at the rate of Five and one-half (5 1/2%) percent per annum, payable monthly as it accrues.

This Note is payable in equal monthly installments of principal and interest of \$17,975.84 each, beginning on December 10, 2006, and a like installment continuing on the 10th day of each month until the balance, together with accrued interest is paid in full.

The undersigned agree to pay a "late charge" of \$50.00 for each day any installment on this Note remains unpaid more than ten (10) days after the due date thereof, to cover the extra expenses involved in handling delinquent payments.

In the event of default in the making of any payment herein provided, either of principal or interest, or in the event the entire principal balance and accrued interest of this Note is declared due, interest shall accrue on all past due principal and interest at the rate of ten percent (10%) per annum from such time.

Each maker, surety, and endorser hereon severally waives grace, notice, protest, demand, presentment for payment, and diligence in the collection of this Note, and in filing suit hereon, and agrees that their liability for the payment hereof shall be affected or impaired by any release or change in the security or by any extension of the time of payment. This Note shall constitute a joint and several obligation when signed by more than one party.

In the event default is made in the payment of any part of the principal and interest of this Note as same becomes due and payable, or in case default is made in the performance of any covenant or agreement contained in the Deed of Trust and other security agreements given to secure the payment hereof, then or in either event the legal holder hereof shall have the option, without demand or notice, to declare the unpaid principal of this Note and accrued interest at once due and payable and to foreclose the liens securing the payment of same.

In the event the undersigned, or any owner of the property encumbered by the Deed of Trust securing payment herein, without first obtaining approval of the holder of this Note, should further encumber, sell or otherwise dispose of such property or any part hereof, at any time before this Note is fully paid and discharged, the holder of this Note shall have the option to declare the indebtedness due and payable, and if the same is not paid within ten (10) days after the same is declared due and payable, the holder of this Note may request the trustee of the Deed of Trust securing this Note to commence foreclosure proceedings as provided in such Deed of Trust or may commence any other action authorized by the Deed of Trust to enforce the liens therein given. Failure to exercise this option shall not be considered a waiver of the rights conferred in this paragraph, but said option may be exercised at any time.

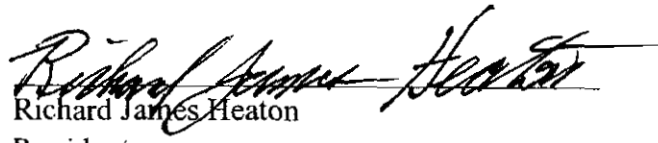
It is further agreed that upon this Note becoming due or being declared due and upon the same being placed in the hands of attorneys for collection, collected by suit, through the district court, or through a court of bankruptcy, the undersigned agree to pay a reasonable amount as collection and attorney fees which, upon accrual, shall bear the same rate of interest as the principal of this Note.

The payment of this Note is secured by the lien(s) granted in the Deed of Trust of even date herewith to Pioneer Title Company of Ada County, trustee, against real property located in Ada County, state of Idaho, more particularly described therein.

All agreements between the undersigned and the holder hereof, whether now existing or hereafter arising, and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid, or agreed to be paid to the holder hereof for the use, forbearance, or detention of the money to be loaned hereunder or otherwise or for the payment or performance of any covenant or obligation contained herein or in the Deed of Trust referred to above or in any other document evidencing, securing, or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such Deed of Trust or other documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance, the holder hereof shall ever receive as interest or otherwise an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the undersigned. All sums paid or agreed to be paid to the holder hereof for the use, forbearance, or detention of the indebtedness of the undersigned to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the undersigned and the holder hereof.

HEATON FAMILY LIMITED PARTNERSHIP

HEATON CORPORATION
Its General Partner


Richard James Heaton
President

QUITCLAIM DEED

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/13/06 04:07 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Ball & Fisher

AMOUNT 6.00

106179182

FOR VALUE RECEIVED, WESTERN CONSTRUCTION, INC., an Idaho corporation, hereby conveys, releases and forever quitclaims unto the HEATON FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, whose current address is 10139 Federal Way, Boise, Idaho 83716, the premises more particularly described on Exhibit "A" attached hereto and made a part hereof as if set forth in full.

Together with their appurtenances.

Dated this 13 day of November, 2006.

WESTERN CONSTRUCTION, INC., an
Idaho corporation

By

Richard J. Heaton
President

STATE OF IDAHO)
County of Ada) ss.

On this 13 day of November, 2006, before me a Notary Public in and for said State, personally appeared RICHARD J. HEATON, known or proved to me to be the President of WESTERN CONSTRUCTION, INC., the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and who acknowledged to me that such corporation executed the same.

Stephann Erwin
 Notary Public for Idaho
 Commission Expires: 1/27/2010



SCANNED

MAY 1997

EXHIBIT "A"

A parcel of land being a portion of the West 1/2 of the Northeast 1/4, and the East 1/2 of the Northwest 1/4 of Section 18, Township 2 North, Range 3 East, Boise Meridian; Ada County, Idaho; more particularly described as follows:

Beginning at an Ada County Aluminum Cap marking the Section Corner common to Sections 7, 8, 17 and 18, T. 2 N., R. 3 E., B. M.;

thence, along the section line common to said Sections 7 and 18, N 89°06'37"W 2644.11 feet to an Ada County Aluminum Cap marking the 1/4 Corner common to said Sections 7 and 18;

thence, continuing along said section line, S 89°43'16"W 196.44 feet to an Iron Pin marking the intersection of said section line and the southwesterly right-of-way line of Federal Way; also, being the REAL POINT OF BEGINNING;

thence, leaving said section line and along said southwesterly right-of-way line, S 17°52'44"E 610.67 feet to an Idaho Department of Public Works Right-of-Way Brass Cap marking Station 4704+00.00;

thence, continuing S 17°52'44"E 2194.35 feet to an Iron Pin marking the intersection of said southwesterly right-of-way line and the east-west center 1/4 section line of said Section 18;

thence, leaving said southwesterly right-of-way line, and along said center 1/4 section line, N 89°39'48"W 458.92 feet to an Iron Pin, marking the intersection of said center 1/4 section line and the northeasterly right-of-way line of Interstate Highway No. 84;

thence, leaving said east-west center 1/4 section line, along said northeasterly Interstate right-of-way line, and a curve to the right having a radius of 11341.30 feet, a central angle of 6°14'44", an arc length of 1236.24 feet and a chord which bears N 20°58'35"W 1235.63 feet to an Idaho State Highway Right-of-Way Brass Cap marking the Equation Station: 3121+66.38 Back, and 442+32.44 Ahead;

thence, N 17°51'13"W 1586.98 feet to an Iron Pin marking the intersection of said northeasterly Interstate right-of-way line and the section line common to said Sections 7 and 18;

thence, leaving said northeasterly right-of-way line and along said section line, N 89°43'16"E 526.64 feet to the REAL POINT OF BEGINNING;

said parcel contains 31.71 acres, more or less;

said parcel is subject to any other right-of-ways or easements, of record or in use.

EXAMINED

MAY 1 1997

BOISE IDAHO 11/13/06 04:07 PM

DEPUTY Patti Thompson

RECORDED - REQUEST OF

Batt & Fisher



106179183

DEED OF TRUST

THIS DEED OF TRUST, Made this 13th day of November, 2006, BETWEEN HEATON FAMILY LIMITED PARTNERSHIP, herein called GRANTOR, whose address is 10139 Federal Way, Boise, Idaho 83716; and PIONEER TITLE COMPANY OF ADA COUNTY, herein called TRUSTEE; and WESTERN CONSTRUCTION, INC., an Idaho corporation, herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Ada, State of Idaho, described as follows and containing not more than forty acres:

See Exhibit "A" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$2,000,000.00, final payment due December 10, 2021, and to secure payment of all such further sums may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default in this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

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MAR 14 2007

6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay reasonable counsel fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by said Beneficiary in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

SCANNED

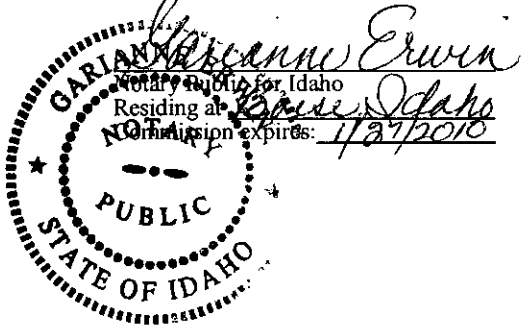
MAY 2007

HEATON FAMILY LIMITED PARTNERSHIP
by HEATON CORPORATION, its General Partner

By Richard James Heaton
Richard James Heaton
President

STATE OF IDAHO)
County of Ada) ss.

On this 13 day of November, 2006, before me, a Notary Public in and for said State, personally appeared RICHARD JAMES HEATON, known 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.



STATE OF IDAHO)
County of _____) ss.

I HEREBY CERTIFY that this instrument was filed for record at the request of _____ at _____ minutes past _____ o'clock ____m. this _____ day of _____, 2000, in my office and duly recorded as Instrument No. _____, Book of Mortgages at page _____.

Ex-Officio Recorder

Deputy

SCANNED

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EXHIBIT "A"

A parcel of land being a portion of the West 1/2 of the Northeast 1/4, and the East 1/2 of the Northwest 1/4 of Section 18, Township 2 North, Range 3 East, Boise Meridian; Ada County, Idaho; more particularly described as follows:

Beginning at an Ada County Aluminum Cap marking the Section Corner common to Sections 7, 8, 17 and 18, T. 2 N., R. 3 E., B. M.;

thence, along the section line common to said Sections 7 and 18, N 89°06'37"W 2644.11 feet to an Ada County Aluminum Cap marking the 1/4 Corner common to said Sections 7 and 18;

thence, continuing along said section line, S 89°43'16"W 196.44 feet to an Iron Pin marking the intersection of said section line and the southwesterly right-of-way line of Federal Way; also, being the REAL POINT OF BEGINNING;

thence, leaving said section line and along said southwesterly right-of-way line, S 17°52'44"E 610.67 feet to an Idaho Department of Public Works Right-of-Way Brass Cap marking Station 4704+00.00;

thence, continuing S 17°52'44"E 2194.35 feet to an Iron Pin marking the intersection of said southwesterly right-of-way line and the east-west center 1/4 section line of said Section 18;

thence, leaving said southwesterly right-of-way line, and along said center 1/4 section line, N 89°39'48"W 458.92 feet to an Iron Pin, marking the intersection of said center 1/4 section line and the northeasterly right-of-way line of Interstate Highway No. 84;

thence, leaving said east-west center 1/4 section line, along said northeasterly Interstate right-of-way line, and a curve to the right having a radius of 11341.30 feet, a central angle of 6°14'44", an arc length of 1236.24 feet and a chord which bears N 20°58'35"W 1235.63 feet to an Idaho State Highway Right-of-Way Brass Cap marking the Equation Station: 3121+66.38 Back, and 442+32.44 Ahead;

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MAR 1977