

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Transfer No. 73516
RECEIVED
SEP 05 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION
PHONE (208) 934-8540Name of applicant Alonzo B. Leavell Phone (208) 934-8540Post Office address P.O. Box 54, Gooding, ID 83330

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Split Right
2. Describe the reason for the proposed changes To transfer 2 acres of the applicable place of use
for use as irrigation with a new POD and new POU.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>Portion 37-7385B</u>	<u>09/20/1974</u>	<u>0.05/8</u>	<u>Irrigation</u>	<u>04/01 to 11/01</u>

2. Total amount of water being transferred 0.05 cubic feet per second and/or 8 acre-feet per annum.3. Source of water Ground Water tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	NE	36	05S	14E	Gooding	Well and Pump

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
05S	14E	36				2													2

PART 1

6. General Information:

- a. Description of diversion system
- New POD is an existing well.

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

☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

2 acres will be dried up at the POU under this water right and a total of 40 acres will be dried up at the POU if the other 3 pending transfers for 37-7385B are approved.

- 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 _____.

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-7385B Decreed to Gary A. De Moss and Helen De Moss
in case of _____ vs. _____
dated 12/11/2002 in Gooding county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 69896 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 Purchase Agreement

3. Source of water Ground water tributary to _____

4. Date of priority 09/20/1974

5. Water is used for the following purpose:

Amount 2.48/496 for Irrigation purposes from 04/01 to 11/01
(cfs/ac-ft)

Amount 0.05/2.7 for Stockwater purposes from 01/01 to 12/31
(cfs/ac-ft)

6. Total amount of water under right 2.53 cubic feet per second and/or 498.7 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SE	NW	16	05S	13E	Gooding	Irrigation Well

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	
05S	13E	3						28,S	32,S			36,S							96
05S	13E	4	25,S	1,S	11,S	40,S					27,S			40,S	38,S	34,S	39,S	21,S	276
05S	13E	9		32,S	38,S	19,S	34,S	18,S		40,S	40,S			40,S		25,S	18,S		304
05S	13E	16		13,S			40,S	39,S	30,S	10,S									132

Total acres 808*

*37-7385B is limited to 124 acres per irrigation season within the described place of use

9. Describe any other water rights used for the same purpose as described above 37-7754 and 37-2778; these
rights are surface water rights, but 37-7385B is a primary ground water right

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 0.05/8 for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SE	NW	16	05S	13E	Gooding	Irrigation Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW ¼				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 ¼	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
05S	13E	16					2												2

Total acres 2

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

1. Amount 2.43/488 for Irrigation purposes from 04/01 to 11/01
 (cfs/ac-ft)
 Amount 0.05/2.7 for Stockwater purposes from 01/01 to 12/31
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SE	NW	16	05S	13E	Gooding	Irrigation Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW ¼				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 ¼	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
05S	13E	3						28,S	32,S			36,S							96
05S	13E	4	25,S	1,S	11,S	40,S					27,S			40,S	38,S	34,S	39,S	21,S	276
05S	13E	9		32,S	38,S	19,S	34,S	18,S		40,S	40,S			40,S		25,S	18,S		304
05S	13E	16		13,S			38,S	39,S	30,S	10,S									130

Total acres 806*

*37-7385B will be limited to 122 acres per irrigation season within the described place.

*However, 37-7385B will be limited to 84 acres per irrigation season within the described place of use if the other three transfers applicable to this water right and that have been submitted with this transfer are approved.



Figure 2: Leavell (Transfers 1 - 4)

Township 5S, Range 14E & 15E
2004 NAIP Aerial Photo



PLS - Sections

PLS - Quarter - Quarter



2 Acre Split



3 Lot Split



9 Lot Subdivision



31 Acre Parcel



2 Acre Split Well



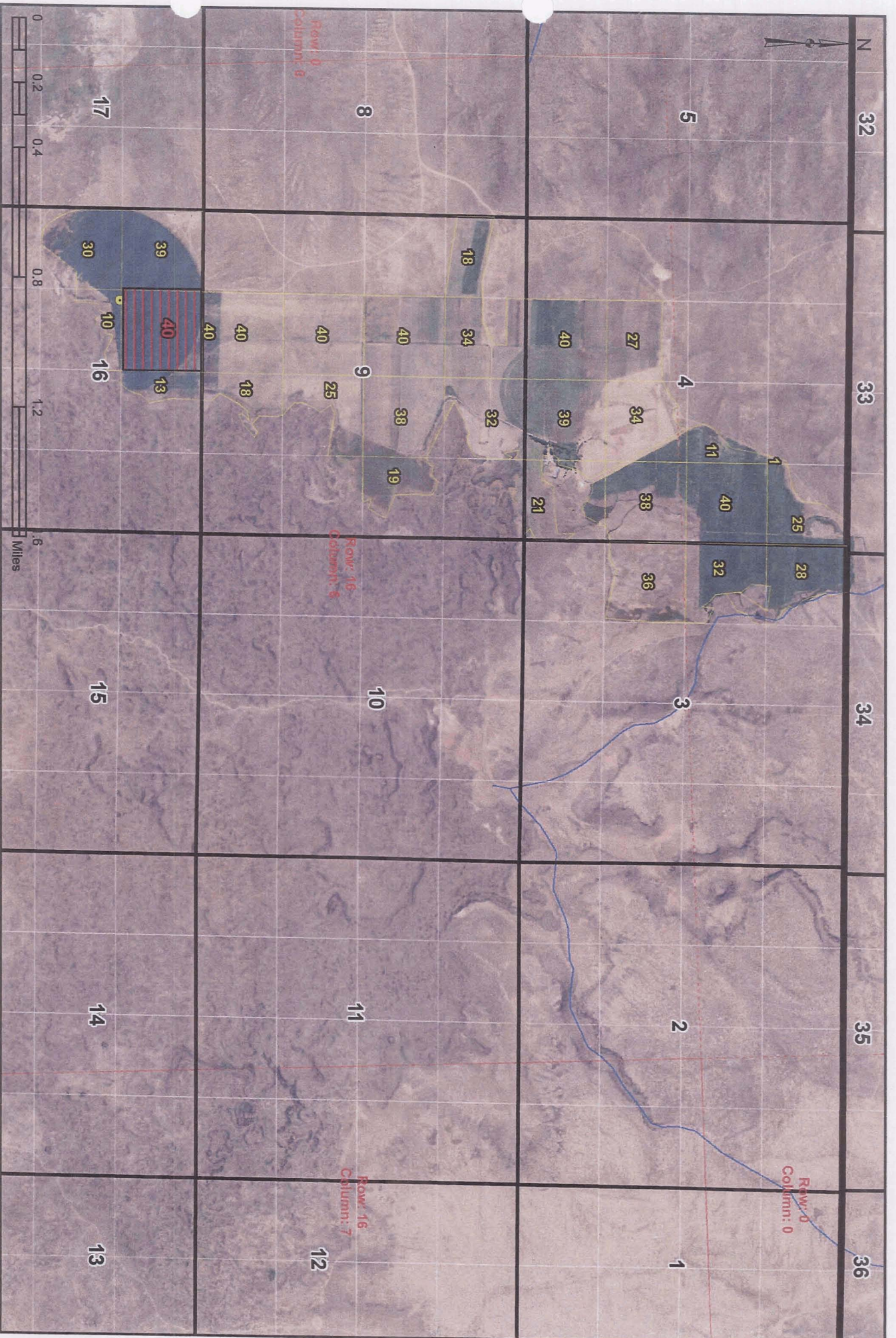
3 Lot Split Wells



9 Lot Subdivision Wells



31 Acre Parcel Wells



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.

See Attached Figure for Transfer: Proposed New Place of Use for Portion of 37-7385B.

B. CHANGES IN NATURE OF USE

- | 1. | <u>New Nature of Use</u> | <u>Amount</u>
(cfs/ac-ft) | <u>Hours/days/year</u> | <u>Period of Use</u> |
|----|--------------------------|------------------------------|------------------------|----------------------|
| | N/A | | | to |
| | | | | to |
2. Quantity and quality of return flows and location of discharge:
None
3. Describe the effects on other water uses resulting from the proposed change:
None

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.

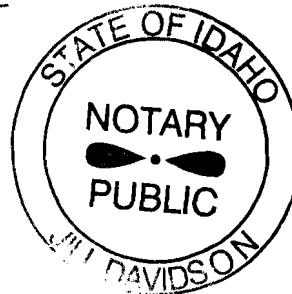
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 0nd day of August, 20 06.

My commission expires November 18, 2010

Alonzo B. Funder
(Signature of Applicant)

[Signature]
(Notary Public)



FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by C. SKINNER Date 9/5/2006 Protest filed by _____

Prelim. check by C. SKINNER Fee \$100.00 SO28892 _____

Receipted by C. SKINNER Date 9/6/2006 _____

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 _____

GROUND-WATER RIGHTS TRANSFER SPREADSHEET

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

YEAR
SEASON

Transfer:
Pending
Applicant:
Leavell

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	15	16	0	0
COLUMN	9	6	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
WIN 1974	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1975	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1975	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1975	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1976	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1976	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1976	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1977	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1977	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1977	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1978	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1978	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1978	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1979	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1979	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1979	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1980	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1980	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1980	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1981	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1981	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1981	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1982	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1982	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1982	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1983	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1983	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1983	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1984	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1984	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1984	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1985	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1985	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1985	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1986	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1986	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1986	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1987	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1987	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1987	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1988	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1988	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1988	0.00	53.33	53.33	0.00	0.00	0.00	0.00

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1989	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1989	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1989	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1990	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1990	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1990	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1991	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1991	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1991	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1992	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1992	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1992	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1993	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1993	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1993	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1994	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1994	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1994	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1995	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1995	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1995	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1996	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1996	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1996	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1997	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1997	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1997	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1998	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1998	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1998	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 1999	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 1999	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 1999	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2000	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 2000	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 2000	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2001	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 2001	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 2001	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2002	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 2002	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 2002	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2003	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 2003	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 2003	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2004	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SUM 2004	0.00	53.33	53.33	0.00	0.00	0.00	0.00
WIN 2004	0.00	53.33	53.33	0.00	0.00	0.00	0.00
SPR 2005	0.00	53.33	53.33	0.00	0.00	0.00	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2013	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2013	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2013	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2014	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2014	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2014	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2015	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2015	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2015	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2016	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2016	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2016	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2017	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2017	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2017	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2018	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2018	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2018	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2019	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2019	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2019	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2020	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2020	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2020	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2021	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2021	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2021	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2022	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2022	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2022	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2023	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2023	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2023	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2024	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2024	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2024	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2025	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2025	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2025	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2026	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2026	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2026	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2027	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2027	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2027	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2028	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2028	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2028	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2029	53.33	0.00	53.33	0.00	0.00	0.00	0

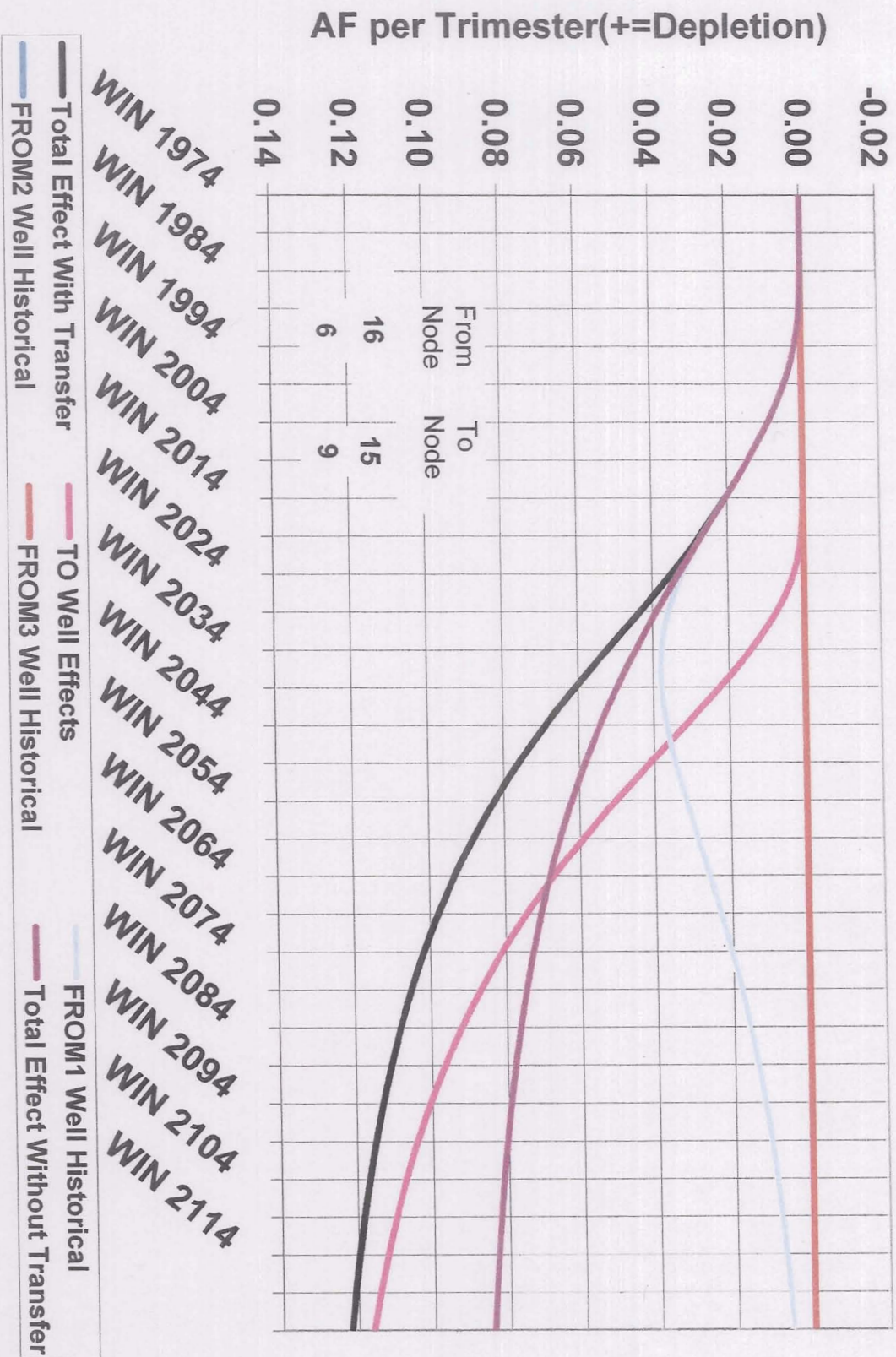
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 2037	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2037	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2038	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2038	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2038	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2039	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2039	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2039	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2040	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2040	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2040	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2041	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2041	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2041	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2042	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2042	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2042	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2043	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2043	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2043	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2044	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2044	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2044	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2045	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2045	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2045	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2046	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2046	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2046	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2047	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2047	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2047	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2048	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2048	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2048	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2049	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2049	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2049	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2050	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2050	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2050	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2051	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2051	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2051	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2052	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2052	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2052	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2053	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2053	53.33	0.00	53.33	0.00	0.00	0.00	0.

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
WIN 2061	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2062	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2062	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2062	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2063	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2063	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2063	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2064	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2064	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2064	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2065	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2065	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2065	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2066	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2066	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2066	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2067	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2067	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2067	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2068	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2068	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2068	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2069	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2069	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2069	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2070	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2070	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2070	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2071	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2071	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2071	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2072	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2072	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2072	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2073	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2073	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2073	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2074	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2074	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2074	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2075	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2075	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2075	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2076	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2076	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2076	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2077	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2077	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2077	53.33	0.00	53.33	0.00	0.00	0.00	0.

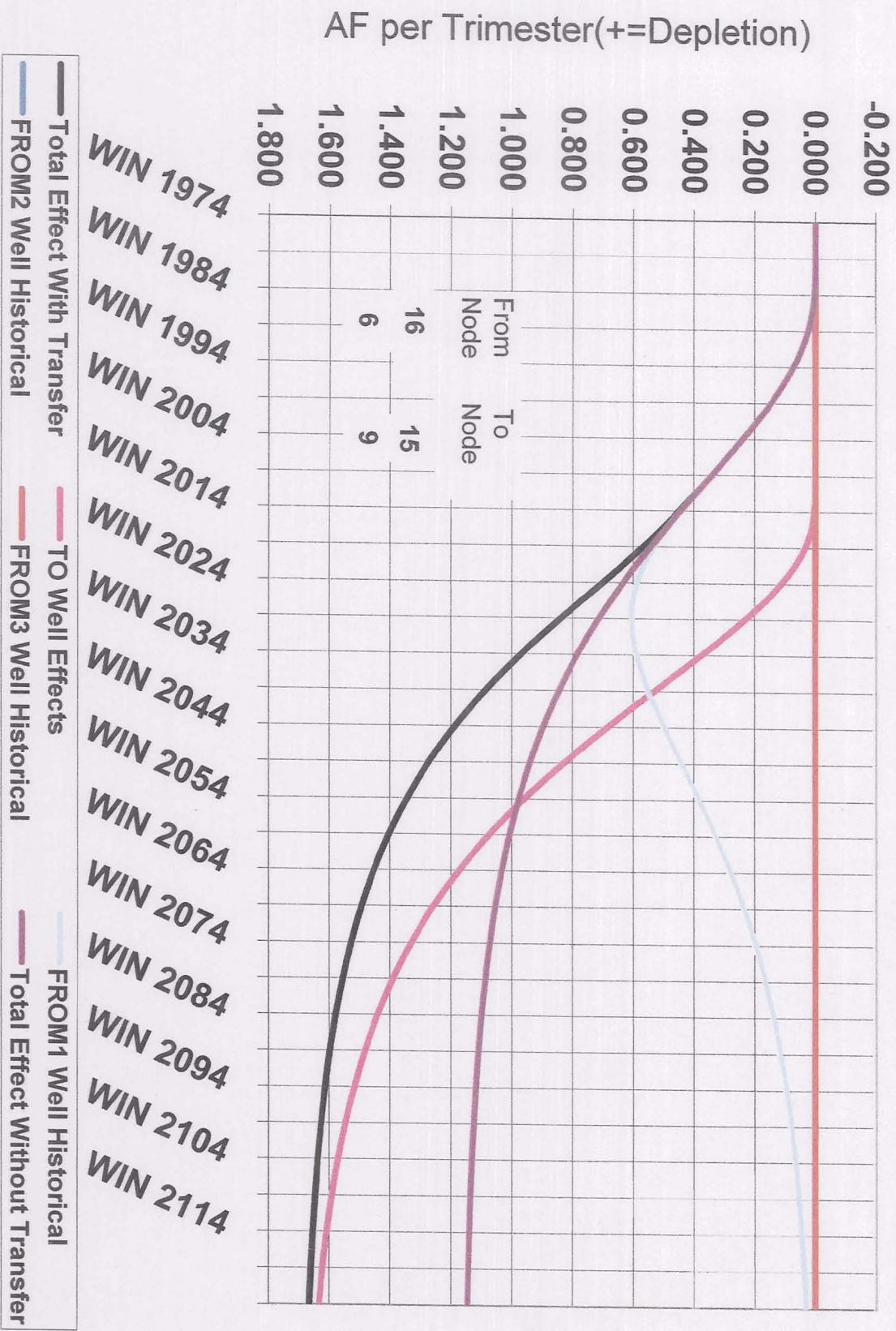
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2086	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2086	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2086	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2087	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2087	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2087	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2088	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2088	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2088	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2089	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2089	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2089	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2090	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2090	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2090	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2091	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2091	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2091	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2092	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2092	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2092	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2093	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2093	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2093	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2094	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2094	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2094	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2095	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2095	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2095	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2096	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2096	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2096	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2097	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2097	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2097	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2098	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2098	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2098	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2099	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2099	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2099	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2100	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2100	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2100	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2101	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2101	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2101	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2102	53.33	0.00	53.33	0.00	0.00	0.00	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 2110	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2110	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2111	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2111	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2111	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2112	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2112	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2112	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2113	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2113	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2113	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2114	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2114	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2114	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2115	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2115	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2115	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2116	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2116	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2116	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2117	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2117	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2117	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2118	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2118	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2118	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2119	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2119	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2119	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2120	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2120	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2120	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2121	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2121	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2121	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2122	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2122	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2122	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2123	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2123	53.33	0.00	53.33	0.00	0.00	0.00	0.00
WIN 2123	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SPR 2124	53.33	0.00	53.33	0.00	0.00	0.00	0.00
SUM 2124	53.33	0.00	53.33	0.00	0.00	0.00	0.00

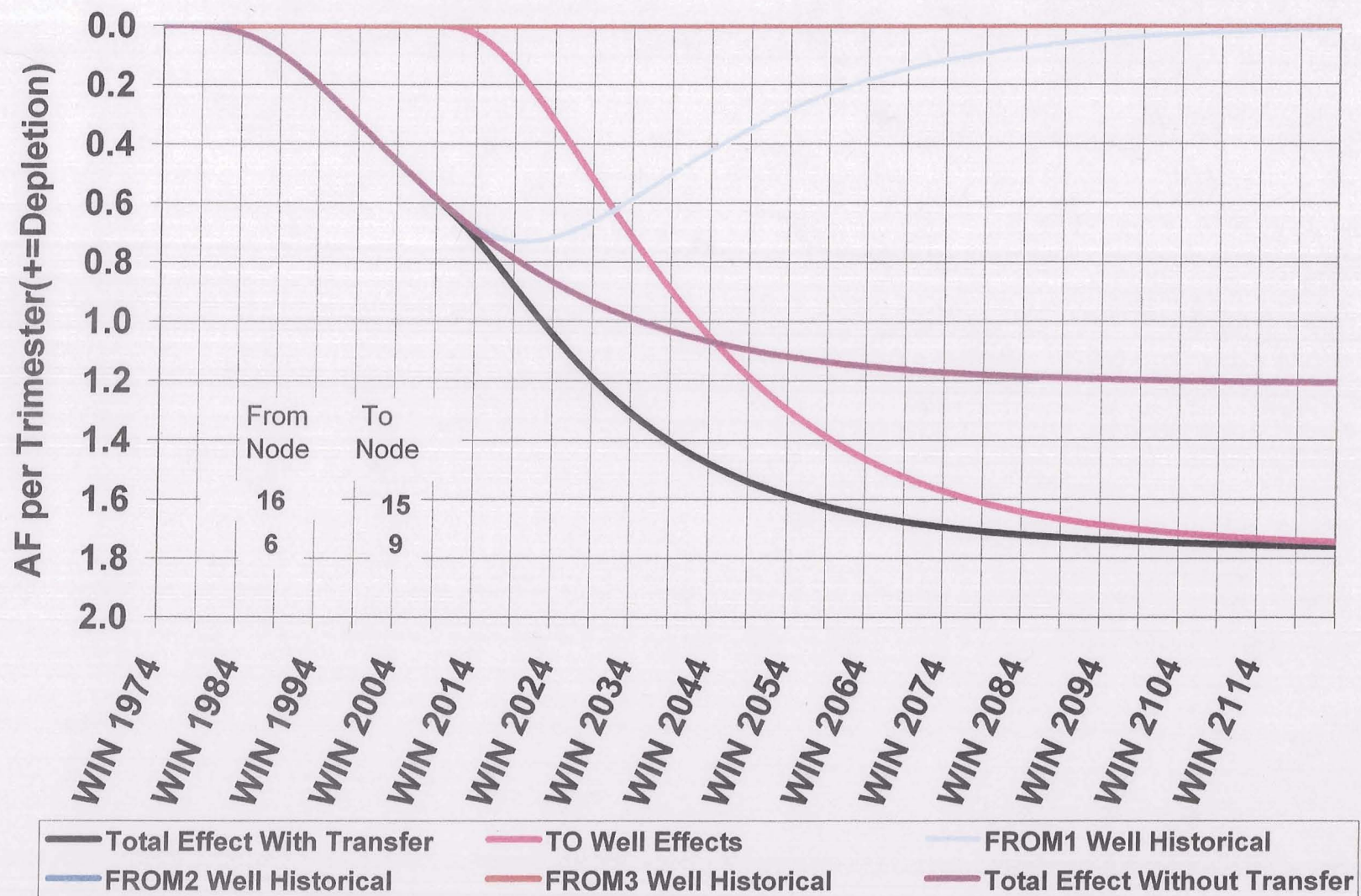
Hydrologic Response--Heise/Ashton to Lewisville Transfer No: Pending Applicant: LeaVell



Hydrologic Response--Near Shelley to Neeley Reach Transfer No: Pending Applicant: Leavell

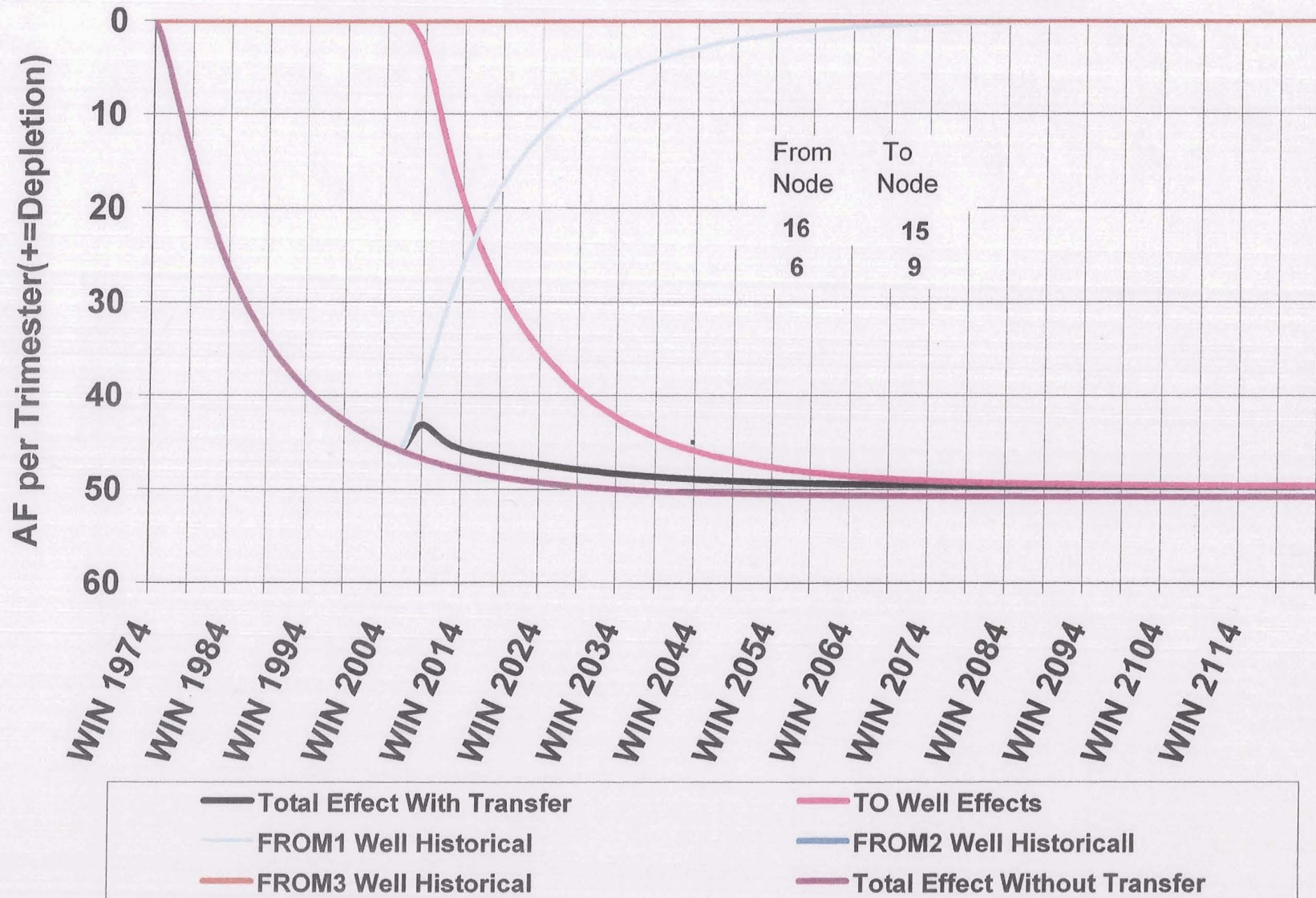


Hydrologic Response--Neeley to Minidoka Transfer No: Pending Applicant: LeaVell



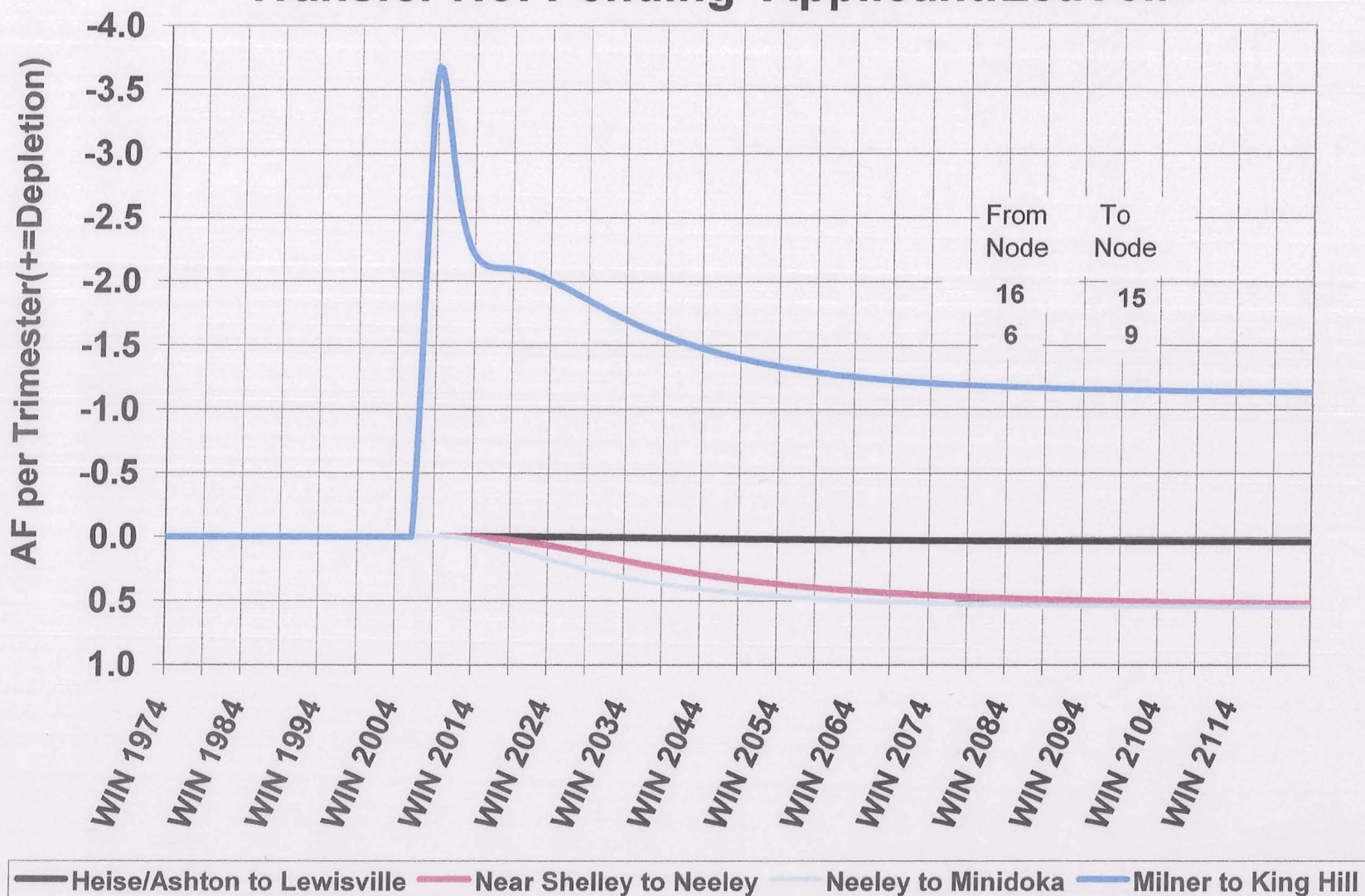
Hydrologic Response-- Milner to King Hill Reach

Transfer No: Pending Applicant: LeaVell

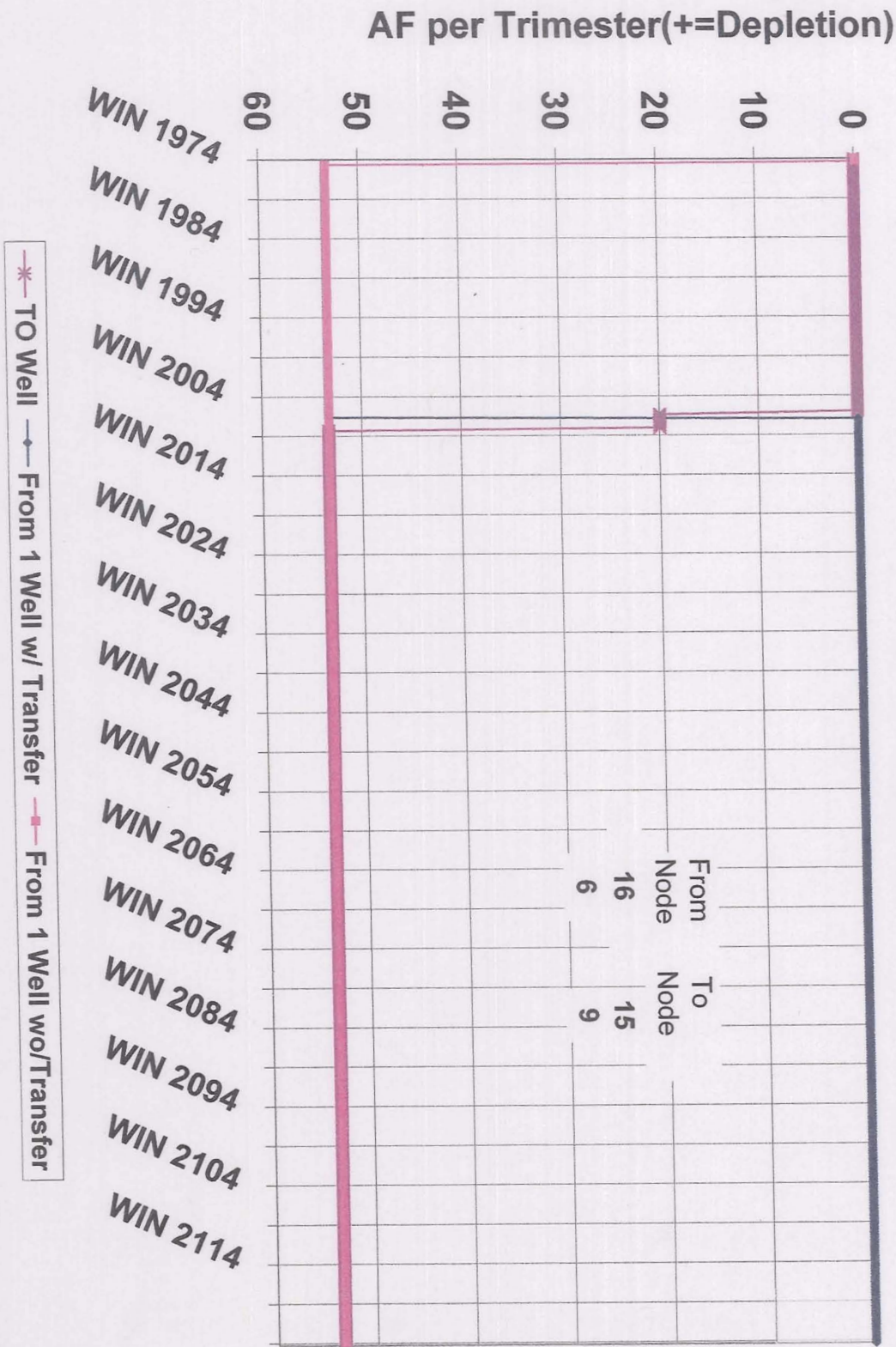


Net Transfer Impact

Transfer No: Pending Applicant:LeaVell



Pumping Schedule Transfer No: Pending Applicant: Leavell

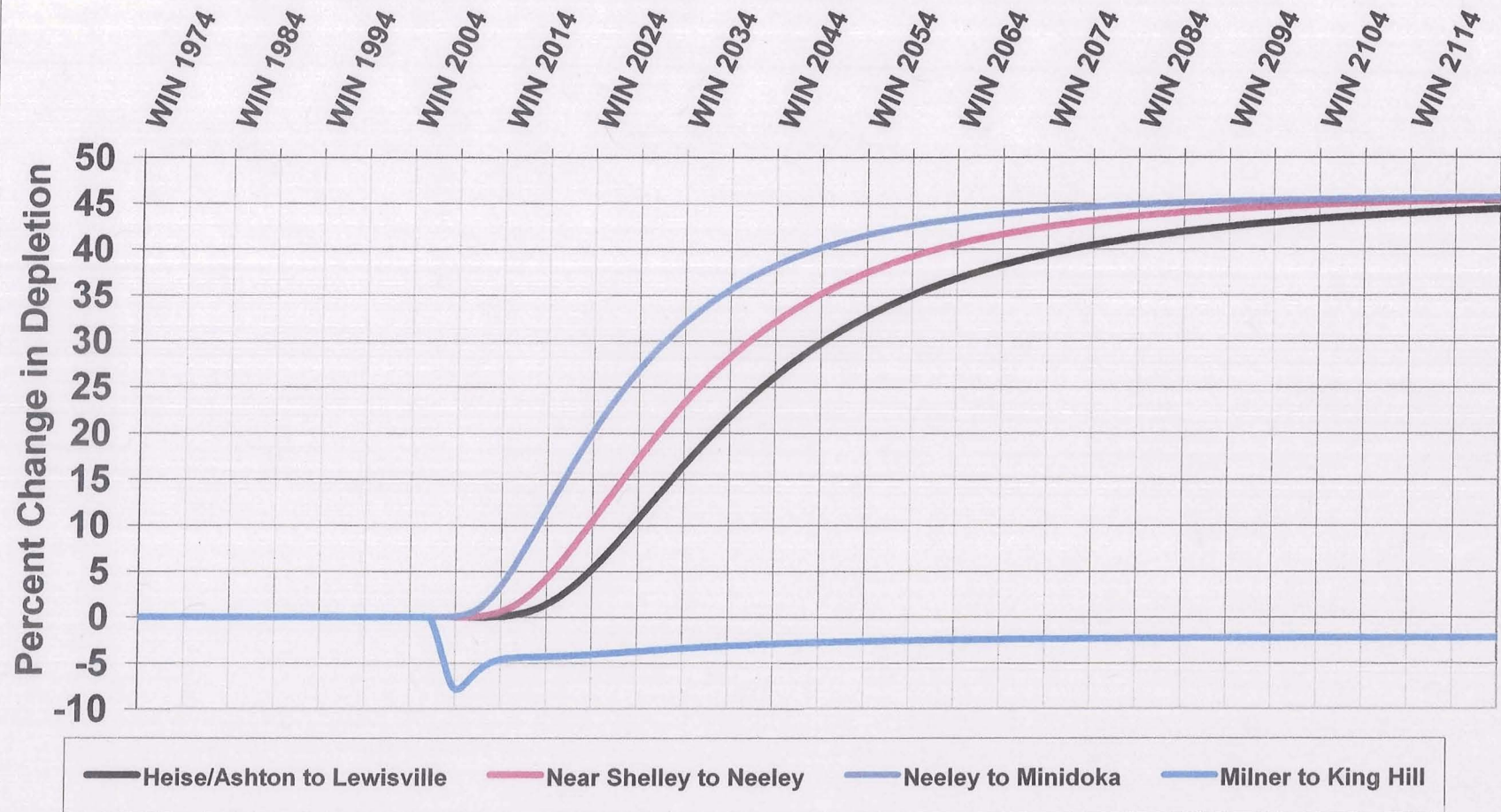


From Node 16 To Node 15

6 9

Net Transfer Impact-Percent of Historical

Transfer No: Pending Applicant: LeaVell



CONTRACT FOR SALE OF A WATER RIGHT

THIS CONTRACT FOR SALE OF A WATER RIGHT ("Agreement") is made by and between Gary and Helen DeMoss ("Seller"), and A.B. LeaVell ("Buyer"). Buyer and Seller may be referred to hereinafter as a "Party" or collectively as "Parties."

RECITALS

A. Seller owns a ground water right ("Water Right"), represented by decreed water right number 37-7385B in the records of the Idaho Department of Water Resources ("IDWR"), appropriated and used for irrigation and stockwater purposes with a September 20, 1974 priority date. A copy of the water right decree and IDWR Transfer No. 69896 are attached hereto as Exhibit A. The Water Right authorizes a diversion rate of 2.48 cubic feet per second (cfs) and 496 acre-feet per year (afa) for irrigation of 124 acres, and a diversion rate of 0.05 cfs and 2.7 afa for stockwater. Copies of proof of ownership documents are included in Exhibit B.

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right for irrigation purposes only that is appurtenant to 40 acres of the irrigated lands within the Water Right's authorized place of use, identified by Seller pursuant to Section 1 below.

C. Buyer owns the property described in Exhibit C and desires to transfer to that property the portion of the Water Right for irrigation purposes only identified by Seller pursuant to Section 1 below.

COVENANTS

NOW THEREFORE, in consideration of the recitals, the mutual covenants, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a portion of Water Right #37-7385B for irrigation purposes only appurtenant to 40 acres within the Water Right's authorized place of use described as follows (hereinafter referred to as the "Purchased Right"):

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
(0.80 cfs / 160 afa)	40 acres (NENW Section 16, Township 5S, Range 13E, Gooding County, Idaho)

2. Property Retained. Seller expressly reserves and retains, and is not conveying any part of the remaining portion of Water Right #37-7385B that will remain appurtenant to the 808 acres within the Water Right's authorized place of use owned by Seller, described as follows:

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
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CONTRACT FOR SALE OF A WATER RIGHT

Page 1 of 8

Buyer's Initials: AB
Seller's Initials: GD HD

(1.68 cfs / 336 afa)

84 acres (within 808-acre permissible place of use in T5S R13E Sections 3, 4, 9, and 16, Gooding County, Idaho)

(0.05 cfs / 2.7 afa)

Stockwater, same place of use as irrigation

3. Purchase Price. The Purchase Price for the relevant portion of Water Right #37-7385B identified above (.80 cfs / 160 afa / 40 acres) shall be One Hundred Thousand Dollars (\$100,000), payable as follows:

a. Down Payment. The sum of Twenty Thousand Dollars (\$20,000), which equals 20% of the purchase price, shall be paid down upon execution of this Agreement in current, certified funds, receipt of which is hereby acknowledged and shall accrue interest at the rate of 4.75% per annum, which interest shall be added to and become part of the downpayment and either be credited to the purchase price or refunded to Buyer, as the case may be. This down payment shall be credited against the purchase price at Closing. Seller shall refund the money to Buyer in the event the Idaho Department of Water Resources (IDWR) denies or fails to approve the transfer contemplated in Section 5.

b. Balance of Purchase Price. Eighty Thousand Dollars (\$80,000), being the Purchase Price less the down payment, shall be due and payable to Seller at Closing.

4. Closing.

a. Closing Date. Within thirty (30) days of IDWR's final approval of the transfer application, or at the date provided for in Section 9.a., the Parties shall conclude and finalize the purchase and sale of the Purchased Right ("Closing"). The Closing shall take place at Land Title Company, or at such other escrow agent designated by Buyer in writing ("Closing Agent") on a date mutually convenient for Buyer and Seller. Buyer and Seller shall work expeditiously to conclude the Closing.

b. Documents to be Delivered at Closing. Buyer and Seller shall execute (with acknowledgement, if needed) all instruments, documents and the remaining balance (\$80,000 in current, certified funds) necessary to complete the purchase and sale in accordance with this Agreement, or reasonably requested by the Closing Agent. The documents that Seller shall deliver to Buyer at Closing shall include, but not be limited to: (i) a Water Right Grant Deed in the form of the specimen attached to this Agreement as Exhibit D; (ii) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Right, and (iii) any other documents reasonably requested to confirm the conveyance of the Purchased Right.

c. Actions of Closing Agent. The Closing Agent shall close the transaction as soon as it has received all instruments, documents and monies necessary to complete the purchase and sale of the Purchased Right in accordance with this Agreement, including receipt of a final transfer approval by IDWR. Upon Closing, the Closing Agent shall record the Water Right Grant Deed, disburse the funds owing to Seller, and provide all instruments and documents to the Party entitled thereto.

d. Fees and Costs of Closing. The cost of the Closing Agent's closing fees and recording relating to the transaction contemplated herein shall be equally divided between Seller and Buyer. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

5. Transfer of Purchased Right.

a. Application to IDWR. It is understood and agreed, by and between the Parties, that Buyer intends to immediately file an application for transfer with IDWR. The Buyer shall have the right to file an application for transfer of the Purchased Right with IDWR in the Buyer's name. The application for transfer may entail a change to the place of use, nature of use, period of use, and point and means of diversion as Buyer determines.

b. Cooperation with Transfer Efforts. Seller hereby grants to Buyer permission to make said transfer and agrees to sign any documentation to that effect required by IDWR, pertaining to said transfer. At Buyer's request, Seller shall cooperate with Buyer in Buyer's pursuit of any such transfer, and shall provide Buyer with any information that Seller has, as of the date this Agreement is signed, concerning the Water Right that Buyer may reasonably request in pursuit of the transfer. All matters pertaining to said transfer, including preparation of the application and all costs associated with the transfer proceeding, shall be the responsibility of Buyer.

c. IDWR Approval or Denial of Transfer. Buyer shall request IDWR provide a notice of preliminary approval of the transfer to Buyer and Seller. Lacking any protests, the transfer should become effective fourteen (14) days after IDWR's final approval. If IDWR's preliminary or final approval notice should reduce the quantity of the said water right it would allow to be transferred, either due to required mitigation or for any other reason, and Buyer should accept said reduction and continue with the transfer, then the Purchase Price shall not be reduced. If IDWR's preliminary or final approval notice indicates IDWR will deny said transfer, for any reason, the Parties shall not be obligated to close the sale pursuant to Section 4 of this Agreement and Seller shall refund the down payment to the Buyer.

6. Protection of Purchased Right / 2006 and 2007 Irrigation Season and Thereafter.

a. Idaho Water Resource Board (IWRB) Water Supply Bank. Seller has placed the entire irrigation component of the Water Right into the IWRB Water Supply Bank. Buyer is to apply to use the Purchased Water from the Water Supply Bank for 2007, 2008, and 2009 or until the Buyer's application for transfer is approved, whichever comes first. If the Buyer's transfer application is denied, buyer may still apply to the IWRB Water Supply Bank for use of the water through December 2009, and Seller shall leave the water in the IWRB Water Supply Bank for Buyer to lease.

b. Until final approval of the transfer of the Purchased Water by IDWR, if the Buyer does not apply to use the Purchased Water from the IWRB Water Supply Bank prior to February 1 of the year of use, Seller is authorized to remove the entire irrigation component of the Water Right from the Water Supply Bank for use on the Water Right's authorized place of use for irrigation purposes during the 2006 and 2007 irrigation season or any time thereafter. However, should IDWR finally approve the transfer during the 2006 or 2007 irrigation season or at any time thereafter, Seller shall immediately comply with all conditions of the transfer approval, including ceasing to divert the Purchased Right.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the closing for the Purchased Right, as follows:

- a. Authority. Seller owns the Purchased Right in fee simple. Seller has the full legal right, power and authority to enter into and perform this Agreement.
- b. Good Title. Seller has good and marketable title to the Purchased Right, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Right on or before closing.
- c. Appurtenance. The Purchased Right is appurtenant to and has been beneficially used to irrigate the authorized place of use on Seller's property.
- d. Not Forfeited. To the best of Seller's knowledge, the Purchased Right has not been forfeited or abandoned in whole or in part, has been placed to continual beneficial use on the Seller's property, and has never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Purchased Right was in an appropriate water bank, claimed in the Snake River Basin Adjudication, or the appurtenant place of use was enrolled in a government annual grain base or long-term crop land set-aside program, or such non-use may have occurred by reason of any other applicable defense set forth in Idaho Code § 42-223 that protected the Purchased Right from forfeiture.
- e. Snake River Basin Adjudication Status. The Seller filed a water right claim for the Water Right in the Snake River Basin Adjudication (SRBA), but the Seller makes no representations or warranties regarding the outcome of that proceeding as it might affect the Purchased Right. A review of IDWR's electronic records presently reveals that the SRBA District Court has entered a partial decree for the Water Right. See Exhibit A.
- f. Broker. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Purchased Right. The Buyer is a licensed Real Estate Agent in Idaho and only makes this disclosure to comply with the law. The Buyer is purchasing for his own interest and not a client.

g. No Other Warranty. Seller makes no other guarantees or warranties as to the Purchased Right, its yield upon transfer, or its transferability. Seller further disclaims any warranty as to the Purchased Right's availability in times of shortage, including any curtailment that may be ordered by IDWR to satisfy other senior ground or surface water rights.

8. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder and has not engaged any broker or finder in connection with the purchase of the Purchased Right.

9. Termination / Remedies

a. IDWR's Failure to Approve Transfer. In the event IDWR does not approve Buyer's transfer application within twenty-four (24) months from the effective date of this Agreement as defined in Section 17, for whatever reason, Buyer shall have the right to close on the sale of the Purchased Right as set forth in Section 4, within ten (10) days from that date (twenty-four months after effective date). If Buyer elects not to close on the sale of the Purchased Right within ten (10) days, Seller shall have the right to immediately terminate the Agreement and retain the down payment identified in Section 3.a. Seller shall provide notice to Buyer of the intent to terminate. Notwithstanding the foregoing the parties agree that if the Buyer has completed all the necessary requirements for the transfer and the transfer has not been approved within twenty-four (24) months from the effective date of this Agreement, as defined in Section 17, because of the work load or other similar reason of the IDWR, within ten (10) days from that date the Buyer may request in writing an extension of a time not to exceed nine (9) months from that date (twenty-four months after effective date) and the Seller agrees to extend this Agreement for such period of time.

b. Buyer's Termination for Default. Buyer may terminate this Agreement for material default by Seller. In the event of such default, Buyer shall provide a written demand to Seller and provide Seller with thirty (30) days to cure. If Seller fails to cure, Buyer may terminate this Agreement upon written notice to Seller.

c. Buyer's Remedy on Default. If Seller fails or refuses to transfer the Purchased Right pursuant to this Agreement despite approval of the transfer by IDWR, Buyer's remedy for Seller's default shall be an action for specific performance. If IDWR notifies the parties that it will not approve the transfer, then neither party shall be in default for failure or refusal to complete the transfer, this Agreement shall terminate automatically, and the downpayment shall be refunded to Buyer within ten (10) days of receipt by Seller of said notice. If IDWR's preliminary or final approval notice reduces the quantity of the said water right that Seller would be allowed to transfer, due to required mitigation or for any other reason, the Buyer shall have the right to purchase the quantity of the water right approved for transfer, on the same terms and conditions, upon written notice to Seller within ten (10) days of Buyer's receipt of said notice from Seller. If Buyer does not give such notice to Seller, the downpayment shall be refunded to Buyer within ten (10) days

thereafter, the Seller shall have the right to request IDWR to rescind the transfer, and this Agreement shall terminate and neither party shall have any further rights hereunder.

d. Seller's Termination for Default. Seller may terminate this Agreement for material default by Buyer. In the event of such default, Seller shall provide a written demand to Buyer and provide Buyer with thirty (30) days to cure.

e. Seller's Remedy on Default. If Buyer fails or refuses to close on the purchase of the Purchased Right pursuant to this Agreement, Seller's remedy for Buyer's default, other than any default resulting from IDWR's reduction, rejection, or failure to approve the transfer application pursuant to Section 5 of this Agreement, shall be limited to: 1) the right to request IDWR to rescind the transfer; 2) plus the retention of the down payment identified in Section 3.a.

10. Attorneys' Fees. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing Party shall be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

11. Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Seller: Gary & Helen DeMoss
P.O. Box 61
Bliss, Idaho 83314

Buyer: A.B. LeaVell
P.O. Box 54
Gooding, Idaho 83330

Seller's Representative
Scott King
c/o SPF Water Engineering, LLC
600 East River Park Lane
Suite 105
Boise, Idaho 83706

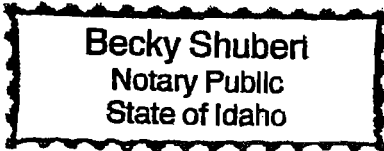
Buyer's Representative
Chuck Brockway
Brockway Engineering
2016 Washington St. No. 4
Twin Falls, Idaho 83301

12. Entire Agreement. This is the entire agreement of Buyer and Seller with respect to matters covered hereby and supercedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller.

13. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

14. Idaho Law. This agreement shall be governed by the laws of the State of Idaho.

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



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residing at: Gooding ID
My commission expires: 02-23-2011

DATED this 17th day of July, 2006

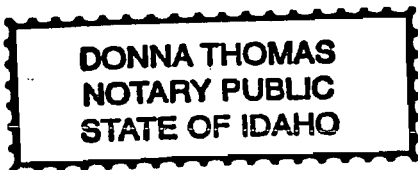
BUYER:

A.B. Leavell
A.B. Leavell

STATE OF Idaho)
County of Gooding) ss.

On this 17th day of July, 2006, before me, a Notary Public for said County and State, personally appeared A.B. Leavell, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Donna Thomas
NOTARY PUBLIC FOR Idaho
Residing at: Gooding
My commission expires: 6-9-2012

CONTRACT FOR SALE OF A WATER RIGHT

Page 8 of 8

Buyer's Initials: UBS
Seller's Initials: GD HT

16. Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

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

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

DATED this 18 day of July, 2006

SELLER:

Gary A DeMoss
Gary DeMoss

Helen DeMoss
Helen DeMoss

STATE OF IDAHO)
County of Gooding) ss.

On this 18th day of July, 2006, before me, a Notary Public for said County and State, personally appeared Gary and Helen DeMoss, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

CONTRACT FOR SALE OF A WATER RIGHT

Page 7 of 8

Buyer's Initials: ABH
Seller's Initials: GD HD

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Alonzo B. LeaVell, hereby nominate and appoint Brockway Engineering PLLC (Charles G. Brockway) as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters pertaining to water right transfers and claims before the Idaho Department of Water Resources for the following water right transactions:

Transfer regarding a portion of water right 37-7385B appurtenant to 40 acres of
property for use as irrigation and for Water Bank Application applicable to water right 37-
7385B.

in Gooding County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 2 day of August 2006.

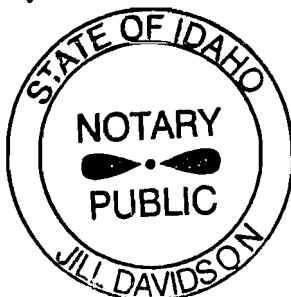
Alonzo B. LeaVell
Signature

State of Idaho)
County of Twin Falls) ss.

On this 2nd Day of August, 2006, before me, a Notary Public in and for said County and State, personally appeared Alonzo LeaVell, known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he executed the same.

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

S
E
A
L



Jill Davidson
Notary Public
In and for said State and County

November 18 2010
My Commission Expires

MEMORANDUM

Date: March 1, 2006

To: Gary Spackman

From: Jeff Peppersack

Re: New ESPA Transfer Spreadsheet (V2.1) – Recommendations for Implementation and Use

This memo summarizes a meeting held on Friday, February 17, 2006 to discuss and recommend a plan to implement and use the new ESPA Transfer Spreadsheet. The meeting was attended by Jeff Peppersack, Cynthia Clark, John Lindgren, Allen Wylie, Allen Merritt (phone), Lyle Swank (phone) and Dave Carlson (phone)

Discussion items:

1. 5% rule or other means to determine need for and adequacy of mitigation due to a ground water transfer in the ESPA

The guidance for ESPA ground water point of diversion transfers was first written in Admin. Transfer Processing Memo No. 24 dated October 30, 2002. The written guidance indicates that a transfer applicant shall submit an analysis showing the effects to the Snake River based on the Department's current ground water model (and using the most current response functions) or acceptable equivalent. In addition, "...increased depletions must be mitigated (within 5% for transient increases, reflecting the confidence intervals for the ground water model) for the proposed transfer to be approvable."

The Director has modified the guidance somewhat over the last few years in discussions with staff and consultants. The 5% allowance was modified to include both transient and steady-state increases.

Curtailment orders resulting from priority calls on the Snake River affecting rights in the ESPA referenced an accuracy of 10% for the ground water model. In past discussions, the Director explained that a new transfer must have a narrow standard to ensure injury does not affect other water users. But, the threat of curtailment in conjunctive management must be based on a different level of certainty to ensure curtailment is warranted before the action is taken.

Recommendation: The 5% allowance for transfers has been the accepted level to ensure potential injury is mitigated. The 5% allowance should continue to be applied to both transient and steady-state increases.

2. Minimum acre-foot or percentage (of total transfer) depletion to be considered for reaches of the Snake River (threshold for insignificant impacts)

Consultants using the old transfer spreadsheet indicated that some situations required significant reductions in pumping to mitigate increased depletions to a reach that would only be minimally impacted (a few acre-feet) due to the transfer. In other words, the spreadsheet predicts increased depletions greater than 5%, but still only a few acre-feet total depletion to the reach.

It is difficult to determine what might be considered a minimal impact. A percentage of the total depletion under the water right was considered, but some large-volume transfers may show impacts to certain reaches that are less than 5% of the total depletion, but still large enough to significantly impact some reaches, especially those with limited gains derived from the aquifer. Other reaches may not see measurable impacts based on the same total depletion. One suggestion was to apply a different minimum or percentage to the reaches, perhaps based on average annual gains to a particular reach. There may be other ways to address it; additional analysis would be required to develop a method and implementation may not be simple.

Another viewpoint is to allow an amount in the range of domestic use since a permit is not required for a domestic use from ground water, even in the moratorium area. A domestic use pumping continuously at the limit of 13,000 gallons per day could pump a maximum of 14.6 acre-feet per year.

The Director previously discussed the issue and acknowledged the problem. A minimum value of 2 acre-feet per trimester was discussed as a conservative estimate, but the Director favored a number to be determined and supported by consultants working with the spreadsheet. No such number was ever suggested by consultants.

Recommendation: Allow 2 acre-feet per trimester per reach as a threshold. A greater value will be considered significant and require mitigation if depletions to a reach increase greater than 5%. This recommendation will also mean that any transfer with total depletion less than 2 acre-feet per trimester will not require analysis or mitigation. Most simple D & S and irrigation of 1 or 2 acres will fall into that category. Continued experience with ESPA transfers may provide information that would warrant a different approach in the future.

3. Effects of decreased cell size and increased number of reaches on need for analysis of impacts and mitigation

Transfer within cell or to adjacent cell

Transfer within existing pou

Cell size for the new ESPA model was reduced from about 3x3-mile to 1x1-mile cells. The old model allowed an applicant to move up to three miles within a cell without analysis or mitigation requirements. The Director previously changed the guidance provided in the Transfer memo to waive the ESPA analysis and mitigation requirements for transfers moving to an adjacent cell when using the old spreadsheet and model cells. The change was allowed because the original model was manually calibrated and there was not great uniformity in aquifer factors in some adjacent cells.

The new model with smaller cells will mean a greater likelihood of the need for analysis and possible mitigation. The new model does not have the same potential for abrupt changes from one cell to an adjacent cell because cell values were interpolated between calibration points. Consequently, analysis and possible mitigation may be a reasonable expectation for transfers to an adjacent cell with application of the new transfer spreadsheet. However, a fairness issue exists because one applicant that proposes to move 20 feet across a cell boundary is required to analyze impacts and another applicant can move within a cell up to 1 mile without any analysis. A simple resolution of that issue would be to allow a move to an adjacent cell without the need for an analysis of impacts.

The original guidance in the Transfer memo also allowed for a transfer of point of diversion within an existing place of use without the requirement to submit an analysis of impacts. This allowed some flexibility for a farmer or other water user to optimize well locations on a place of use without the additional burden required for the ESPA transfers. Unfortunately, some farms can cover thousands of acres and a transfer could involve moving many miles with potentially significant impacts. The resolution described above allowing a move to an adjacent cell without the need for an analysis should also provide most farmers with the flexibility desired and without great risk of injury to other water rights. Existing guidance provides that an analysis of impacts might still be required in unusual circumstance if it is determined that injury will likely occur.

Recommendations: A transfer in the ESPA moving the point of diversion within a cell or to an adjacent cell will not automatically trigger a requirement to analyze impacts. Dispense with the current guidance allowing a transfer within existing place of use (unless it also is limited to a cell or adjacent cell).

4. ESPA model boundaries, including tributary aquifers

The ESPA modeled area includes some tributary aquifers that were added primarily for calibration purposes. The tributary aquifer characteristics may not be represented adequately by the ESPA model, but do provide a simple method to estimate effects to the Snake River for transfers moving between the ESPA and modeled tributary aquifers. Effects to local surface or ground water sources are not predicted by the transfer spreadsheet, so local injury issues would need separate analysis by other acceptable methods.

Transfers moving from the ESPA modeled area to a location outside the modeled area (or from outside to within the modeled area) need to be reviewed carefully because a transfer cannot be approved to move from one distinct aquifer to a totally separate aquifer. If a non-modeled tributary aquifer is involved, a separate analysis using other acceptable methods may be required to show effects between the non-modeled tributary aquifer and the ESPA (to be added to the effects to the Snake River). For points of diversion between the ESPA and just outside the ESPA modeled area, it may be reasonable to allow use of the closest cell within the ESPA modeled area for analysis using the transfer spreadsheet and ignore other tributary effects.

Recommendations: Use the transfer spreadsheet for all tributary aquifers within the modeled area to determine effects to the Snake River. Users should be reminded that local effects are not predicted and may need separate analysis where potential injury is identified. Transfers between the ESPA modeled area and non-modeled tributary aquifers will require separate analysis by other acceptable methods unless the distance is less than 2 cells outside the modeled area.

5. Bryce Contor study regarding offsetting transfers

Bryce Contor has been studying past transfers in the ESPA to determine if transfers are moving in random directions and, over time, are offsetting the need for formal mitigation (negative impacts from one transfer being offset by positive impacts from another). So far, the data sets used for past transfers have not been good samples because the transfers studied have been limited or restricted due to the potential for injury and/or mitigation requirements.

Surface water users potentially impacted by ESPA ground water transfers have not warmed to the idea of an offsetting-transfer policy (exception is specific transfers bundled together with conditions requiring the offsetting impacts to be maintained).

Recommendation: Encourage continued studies and/or monitoring of transfers in the ESPA to support future policy, as warranted.

6. Definition of spring, summer and winter trimesters for use in spreadsheet

The model breaks down a year into trimesters, but the dates are undefined. Any 4-month period could be used to define a trimester, but it would be useful to define each trimester for use in the spreadsheet to avoid future questions and confusion by users.

Recommendation: spring – March to June, summer – July to October, winter November to February (of following calendar year)

7. Training plan and transition from old to new transfer spreadsheet

Recommendation: Training for IDWR staff should be accomplished prior to official adoption and use of the new spreadsheet. Once training is complete for IDWR staff, a memo should be issued adopting the latest version for use in transfers and documenting the other decisions discussed above. The memo should also set out a future date where all transfer applications received and accepted by IDWR after that date will require analysis using the latest version of the spreadsheet for those applications required to submit an ESPA analysis.

**Impervious Area Calculations for the 37-7385B transfer
ZBL, 7/25/06**

"2.0 Acre West" Subdivision:

Driveway length (ft): 52.8	Driveway width (ft): 15
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	Area from LeaVell Map (acres):	Area from LeaVell Map (ft ²):	Home Footprint Area (ft ²)	Driveway Footprint Area (ft ²)	Subdivision Road Area (ft ²)	Domestic Exemption (ft ²)
Lot W-1	2	87120	3000	792	0	21780
Total(s) =	2	87120	3000	792	0	21780

Total Subdivision ft ² =	87120
Total Impervious Area (ft ²) =	3792.0
Domestic Exemption (ft ²) =	21780.0
Left over land for irrigation (ft ²) =	61548.0
Left over land for irrigation (acres) =	2.0
% Total Left over land for irrigation (acres) =	5%
Diversion Rate (cfs) associated w/this portion =	0.04
Volume (acre-feet annually) associated w/this portion =	8.0

"Leftover":

Southern Portion of LeaVell Property FOR IRRIG. (acres) =	20.2
% Total Left over land for irrigation (acres) =	50%
Diversion Rate (cfs) associated w/this portion =	0.40
Volume (acre-feet annually) associated w/this portion =	80.7

Impervious Area Calculations for the 37-7385B transfer

ZBL, 7/31/06

Total acres being transfered w/37-7385B =	40
Total acre limit for Irrigation Use w/37-7385B =	124
Diversion Rate (cfs) =	2.48
Volume (acre-feet anually) =	496
Diversion Rate (cfs / acre) =	0.02
Volume (acre-feet anually / acre) =	4
Diversion Rate associated w/transfer (cfs) =	0.8
Volume associated w/transfer (acre-feet anually) =	160

9 lot Subdivision:

Driveway length (ft):	Driveway width (ft):
52.8	15

	Area from LeaVell Map (acres):	Area from LeaVell Map (ft ²):	Home Footprint Area (ft ²)	Driveway Footprint Area (ft ²)	Subdivision Road Area (ft ²)	Domestic Exemption (ft ²)
Lot 1	1.75	76230	3000	792	33000	21780
Lot 2	2.01	87555.6	3000	792		21780
Lot 3	3.1	135036	3000	792		21780
Lot 4	2.53	110206.8	3000	792		21780
Lot 5	2.51	109335.6	3000	792		21780
Lot 6	2.15	93654	3000	792		21780
Lot 7	2.23	97138.8	3000	792		21780
Lot 8	2.84	123710.4	3000	792		21780
Lot 9	2.46	107157.6	3000	792		21780
Total(s) =	21.6	940024.8	27000	7128	33000	196020

Total Subdivision ft ² =	940024.8
Total Impervious Area (ft ²) =	67128.0
Domestic Exemption (ft ²) =	196020.0
Left over land for irrigation (ft ²) =	676876.8
Left over land for irrigation (acres) =	15.5
% Total Left over land for irrigation (acres) =	39%
Diversion Rate (cfs) associated w/this portion =	0.3
Volume (acre-feet annually) associated w/this portion =	62.2

Impervious Area Calculations for the 37-7385B transfer
ZBL, 7/25/06

"The Splits" Subdivision:

Driveway length (ft):	Driveway width (ft):
52.8	15

	Area from LeaVell Map (acres):	Area from LeaVell Map (ft ²):	Home Footprint Area (ft ²)	Driveway Footprint Area (ft ²)	Subdivision Road Area (ft ²)	Domestic Exemption (ft ²)
Lot S-1	1.93	84070.8	3000	792	0	21780
Lot S-2	1.06	46173.6	3000	792	0	21780
Lot S-3	1.06	46173.6	3000	792	0	21780
Total(s) =	4.1	176418	9000	2376	0	65340

Total Subdivision ft² = 176418
 Total Impervious Area (ft²) = 11376.0
 Domestic Exemption (ft²) = 65340.0
 Left over land for irrigation (ft²) = 99702.0
Left over land for irrigation (acres) = 2.3
% Total Left over land for irrigation (acres) = 6%
Diversion Rate (cfs) associated w/this portion = 0.05
Volume (acre-feet annually) associated w/this portion = 9.2

Order No. G000189

WARRANTY DEED

For Value Received

Stanford L. Neal And Carolyn Neal, Husband and wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

Alonzo B. Leavell,

the grantee(s), whose current address is

P. O. Box 54, Gooding, ID. 83330

the following described premises, to-wit:

See Attached Exhibit "A"

Post-it® Fax Note 7671

Date	7/26/06	# of pages	11
To	DARWIN / BROOKLYN		
From	LAWLIE		
Co./Dept.	Co.		
Phone #	Phone #		

Instrument # 185793

GOODING GOODING, IDAHO

2000-05-12 10:45:39 No. of Pages: 2

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 6.00

Terry Archibald

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

Dated: May 11, 2000

Stanford Neal
STANFORD L. NEAL

Carolyn Neal
CAROLYN NEAL

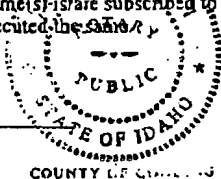
STATE OF IDAHO

COUNTY OF GOODING

On This 12th day of MAY, in the year 2000, before me, a Notary Public in and for said State, personally appeared Stanford L. Neal And Carolyn Neal, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public of Idaho

Residing at: *Wendell*Commission Expires: *3/13/2004*

TITLE & ESCROW
COMPANIES

EXHIBIT A

G000189

Out of RP05S15E314987

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 31: A tract of land located in Government Lot 3 and the Northeast Quarter of the Southwest Quarter, described as follows:

BEGINNING at a point on the North boundary of Government Lot 3, which point Bears South 89°57' East for a distance of 1,097.0 feet from the West quarter corner of said Section 31, being the TRUE POINT OF BEGINNING;
Thence South 2°21' East along a fence as constructed for a distance of 448.0 feet to the North right of way boundary of the Union Pacific Railroad;
Thence North 84°15' East along the North right of way boundary of the Union Pacific Railroad for a distance of 384.9 feet to a fence;
Thence North 0°35' East along said fence for a distance of 408.8 feet to the North boundary of the Northeast Quarter of the Southwest Quarter;
Thence North 89°57' West along the North boundary of said Northeast Quarter of the Southwest Quarter for a distance of 195.0 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter and the Northeast corner of said Government Lot 3;
Thence continuing North 89°57' West along the North boundary of Government Lot 3 for a distance of 210.46 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO County Road right of way along the North boundary.

EXCEPTING THEREFROM a tract of land located in Government Lot 3, described as follows:

BEGINNING at a point on the North boundary of Government Lot 3, which point bears South 89°57' East for a distance of 1,097.0 feet from the West quarter corner of said Section 31, being the TRUE POINT OF BEGINNING;
Thence South 2°21' East along a fence as constructed for a distance of 165.0 feet;
Thence North 89°57' East parallel with the North boundary of Government Lot 3 for a distance of 264.0 feet;
Thence North 2°21' West for a distance of 165.0 feet to a point on the North boundary of Government Lot 3;
Thence South 89°57' West along the North boundary of said Government Lot 3 for a distance of 264.0 feet to the TRUE POINT OF BEGINNING.

THIS BLANK FURNISHED BY *Land Title and Escrow, Inc.*

G-20392

DEED

FOR VALUE RECEIVED. RHEA CATTLE COMPANY, a Nebraska Corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto ALONZO B. LEAVELL, a married man dealing in his sole and separate property, whose address is: P. O. Box 51, Gooding, ID. 83330 grantee, the following described real estate, to-wit:

SEE ATTACHED - EXHIBIT "A"

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, and their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 17 day of Nov, 1993.

RHEA CATTLE COMPANY, a Nebraska Corporation

By *Walter H. Hille*

PRESIDENT

ATTEST:

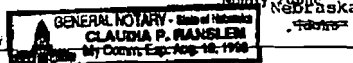
SECRETARY

Nebraska
STATE OF IDAHO } ss.
County of Washington

On this 17th day of November, 19 93
before me, a Notary public in and for said State, personally
appeared _____ and _____

known to me to
be the President and Secretary of the corporation that executed this instrument; or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

*Claudia P. Ramsden*Residing at
Bozeman**154851**

STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of *Land Title & Escrow Inc.*

45 min. past 11 o'clock A m. this 19
of November, 19 93 Fee \$6.00

JOHN A. MYERS Recorder

By *Nolan K. Piatt* Deputy

EXHIBIT "A"

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: Lot 3 North of the right of way of the Union Pacific Railroad Company, EXCEPT the following described tract of land:

Beginning at a point on the North boundary of said Lot 3, which point bears South 89°57' East for a distance of 1097.0 feet from the West quarter corner of said Section 31, said point being THE TRUE POINT OF BEGINNING;

Thence South 2°21' East along a fence as constructed for a distance of 448.0 feet to the North right of way boundary of the Union Pacific Railroad;

Thence North 84°15' East along the North right of way boundary of said Railroad to point of intersection with the East line of Lot 3;

Thence North along the East line of Lot 3 to the Northeast corner thereof;

Thence West along the North line of Lot 3 to THE TRUE POINT OF BEGINNING.

This property is conveyed as dry land without water rights thereon or appurtenant thereto.

SUBJECT TO THE FOLLOWING:

All reservations in patents or deeds in the chain of title.

Taxes for 1993 and subsequent years, which are not yet due and payable.

Assessments levied or to be levied by the Gooding County Solid Waste Department.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Easement given by H. E. Baysinger and Doris E. Baysinger to The Mountain States Telephone and Telegraph Co., dated November 26, 1941, recorded May 23, 1942 in Book 5 Page 136 as Instrument Number 84179, Gooding County records, affecting the N½NW¼ of Section 31, Township 5 South, Range 15, East Boise Meridian.

Terms and conditions of an Agreement by and between E. C. Clemons, first party, O. S. Leavell, second party, and Gooding Livestock Commission Co., Inc., a corporation, third party, dated June 1, 1961, recorded January 30, 1962 as Instrument Number 3543, Gooding County records, wherein it is agreed that the second and third party shall obtain water from a well owned by first party, located on a portion of Lot 3 and the NE¼SW¼ of Section 31, Township 5 South, Range 15, East Boise Meridian.

Power Line Easement given by Orie S. Lea Vell to Idaho Power Company, a corporation, dated December 17, 1971, recorded January 24, 1972 as Instrument Number 38794, Gooding County records, affecting the West 300 feet, Lot 3 lying North of Union Pacific Rail Road Company right of way, in Section 31, Township 5 South, Range 15, East Boise Meridian.

Power Line Easement given by Interstate Cattle Co. to Idaho Power Company, a corporation, dated January 14, 1974, recorded August 7, 1975 as Instrument Number 55820, Gooding County records, affecting the NW¼SW¼ of Section 31, Township 5 South, Range 15, East Boise Meridian.

SBA Reference No: 345600 30 01
Gooding Livestock Commission Company

BARGAIN AND SALE DEED

THIS INDENTURE, Made the 3rd day of September, 1997, between the ADMINISTRATOR of the SMALL BUSINESS ADMINISTRATION, an Agency of the U. S. Government, the party of the first part and ALONZO B. LEA VELL, whose address is P O Box 54, Gooding, ID 83330, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND NO 100THS (\$10.00), and other valuable consideration, lawful money of the United States of American, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land situate, lying and being in the County of Gooding and State of Idaho, particularly described as follows, to-wit:

Complete legal attached as Exhibit "A"

Subject to all unpaid taxes and assessments whether now due or accruing, all easements, restrictions and reservations, whether or not recorded, including but not limited to fence and gate agreements, access agreements, party-wall agreements, and all encumbrances of record as of the date of this instrument.

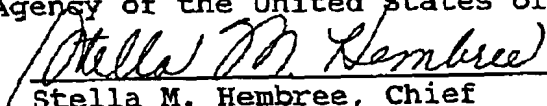
TOGETHER WITH All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

ADMINISTRATOR of the SMALL BUSINESS ADMINISTRATION
an Agency of the United States of America

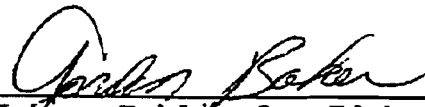
By:


Stella M. Hembree, Chief
Portfolio Management Division

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 3rd day of September, 1997, before me, a Notary Public in and for said State, personally appeared STELLA M. HEMBREE, known or identified to me to be the Chief, Portfolio Management Division, of the SMALL BUSINESS ADMINISTRATION, an Agency of the United States Government, that executed the said instrument, and acknowledged to me that such SMALL BUSINESS ADMINISTRATION executed the same.

WITNESS my hand and official seal.



Notary Public for Idaho
Residing at Boise
My Commission Expires: 4/16/99

EXHIBIT "A"

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 31: Two tracts of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Beginning at a point on the South line and 525 feet East of the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence East along the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ 450 feet;

Thence North 100 feet;

Thence West 450 feet parallel with the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 100 feet to the TRUE POINT OF BEGINNING.

AND:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence East 475 feet along the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 20 feet;

Thence West 475 feet parallel to the South line;

Thence South 20 feet to the TRUE POINT OF BEGINNING.

AND:

All that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the right-of-way of the Oregon Short Line Railroad Company.

EXCEPTING the West 195 feet lying North of the North right-of-way line of Union Pacific Railroad in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, as set forth in Deed dated February 20, 1961, recorded February 24, 1961, as Instrument No. 341, records of Gooding County, Idaho.

ALSO EXCEPTING a strip of land 150 feet in width, 75 feet on each side, along and parallel with the center line of Lateral B-5, across the NW $\frac{1}{4}$ SE $\frac{1}{4}$ as lies North of the Railroad as set forth in a Deed dated May 1, 1909 and recorded February 8, 1910, in Book 17 of Deeds, Page 60, records of Lincoln County, Idaho, now in Book F of Deeds, Page 337, records of Gooding County, Idaho.

EXCEPTING roadway serving the NW $\frac{1}{4}$ SE $\frac{1}{4}$ with the right of ingress and egress, extending from the East end of the above tract Northeasterly to the Gooding-Fairfield highway over so much of the intervening lands as are owned by the City of Gooding, as set forth in Deed from the City of Gooding to J.L. Berry and Delvin F. Lincoln, dated February 4, 1946, recorded March 6, 1946, in Book 38 of Deeds, Page 456, records of Gooding County, Idaho.

Order No. G050159

CORPORATE WARRANTY DEED

For Value Received

SABALA FARMS, INC, an Idaho Corporation

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

ALONZO B. LEAVELL, A MARRIED MAN DEALING AS HIS SOLE AND SEPARATE PROPERTY

the grantee(s), whose current address is

P.O. BOX 54, GOODING, IDAHO 83330

the following described premises, to-wit:

Township 5 South, Range 15 East, Boise Meridian, Gooding County, Idaho

Section 31: A parcel of land located in the SE1/4NW1/4, more particularly described as follows:
 Beginning at the Southwest corner of said SE1/4NW1/4, which is the TRUE POINT OF BEGINNING;
 Thence South 89° 57' East along the South boundary of said SE1/4NW1/4 for a distance of 767.28 feet to the centerline of the North Side Canal Company "X" Canal;
 Thence along the centerline of said "X" Canal the following courses and distances;
 North 10° 24' West for a distance of 142.10 feet;
 North 43° 36' West for a distance of 187.59 feet;
 South 61° 27' West for a distance of 136.01 feet;
 North 79° 20' West for a distance of 94.35 feet;
 North 52° 42' West for a distance of 237.03 feet;
 South 70° 43' West for a distance of 129.56 feet;
 North 82° 48' West for a distance of 87.10 feet; at which point said centerline intersects the West boundary of the SE1/4NW1/4;
 Thence South along said West boundary for a distance of 343.00 feet to THE TRUE POINT OF BEGINNING.

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

Dated: April 22, 2005

SABALA FARMS, INC.

Martin N. Sabala
 MARTIN N. SABALA, PRESIDENT

Shirley A. Sabala
 SHIRLEY A. SABALA, SECRETARY

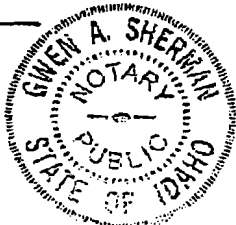
STATE OF IDAHO

: ss
COUNTY OF GOODING

On This 29 day of April, in the year 2005, before me, a Notary Public in and for said State, personally appeared **MARTIN N. SABALA AND SHIRLEY A. SABALA**, known or identified to me to be the president and secretary of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Gwen A. Sherman
 Notary Public of Idaho
 Residing at Buhl Id
 Commission Expires: 3-27-06



Order No. G040506

WARRANTY DEED

For Value Received

STANFORD L. NEAL and CAROLYN NEAL, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

ALONZO B. LEAVELL, a married man dealing as his sole and separate property

the grantee(s), whose current address is

P O BOX 54 , GOODING, ID 83330

the following described premises, to-wit:

Instrument # 207672

GOODING, GOODING, IDAHO

2004-08-18

03:33:48 No. of Pages: 1

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Fee: \$100

Township 5 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 31: A tract of land located in Government Lot 3, described as follows:

BEGINNING at a point on the North boundary of Government Lot 3, which point bears South 89°57' East for a distance of 1,097.0 feet from the West quarter corner of said Section 31, being the TRUE POINT OF BEGINNING;
 THENCE South 2°21' East along a fence as constructed for a distance of 165.0 feet;
 THENCE North 89°57' East parallel with the North boundary of Government Lot 3 for a distance of 264.0 feet;
 THENCE North 2°21' West for a distance of 165.0 feet to a point on the North boundary of Government Lot 3;
 THENCE South 89°57' West along the North boundary of said Government Lot 3 for a distance of 264.0 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO County Road right of way along the North boundary.

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

Dated:

Stanford L. Neal
 STANFORD L. NEAL

Carolyn Neal
 CAROLYN NEAL

STATE OF IDAHO

COUNTY OF ~~BOONE~~ *Canyon*

On This 10th day of August, in the year 2004, before me, a Notary Public in and for said State, personally appeared STANFORD L. NEAL and CAROLYN NEAL, known and identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Tom Alvestad
 Notary Public of Idaho

Residing at

Commission Expires:

Residing in Homedale, Idaho

My Commission Expires 3/24/10

TITLE & ESCROW
 COMPANIES

CORRECTION WARRANTY DEED

FOR VALUE RECEIVED David W. Morrow and Marie Helene Morrow, husband and wife, "Grantors", do hereby grant, bargain, sell, and convey unto A. B. Leavell, a married man dealing as his sole and separate property, of Box 54, Gooding, Idaho, 83330, "Grantee", the following described real estate in Gooding County, Idaho, to wit:

Parcel 1: See legal description attached as Exhibit A.

Parcel 2: TOWNSHIP 5 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, GOODING COUNTY, IDAHO.

Section 36: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying south and east of Big Wood River subject to a 25' wide county roadway easement parallel with and adjoining the east boundary of the above-described parcel in Section 36.

This is a correction warranty deed, correcting the legal description of that deed recorded in Gooding County, Idaho as instrument number 207556 on August 16, 2004. The correction is as to Parcel 1 only.

To have and to hold the premises with the appurtenances unto the Grantee, his heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee that they are the owners in fee simple of said premises and that the premises are free from all encumbrances except current taxes, levies, and assessments, and except U.S. patent reservations, restrictions, easements of record, and easements visible upon the premises, and that they will warrant and defend the same from all claims whatsoever.

DATED this 25 day of May, 2006.

Instrument # 216547

GOODING, GOODING, IDAHO

2006-05-31 09:19:58 No. of Pages: 3

Recorded for: PARSONS, SMITH & STONE, LLP

DENISE M. GILL Fee: 9.00

Ex-Officio Recorder Deputy

David W. Morrow

Marie Helene Morrow

Commonwealth of Puerto Rico)

Municipality of San Juan) ss

Sworn to and subscribed before me by David W. Morrow, a married man of the age of 74 years, residing at San Juan, whose occupation is Businessman, personally known to me, this 25 day of May, 2006.



Signature

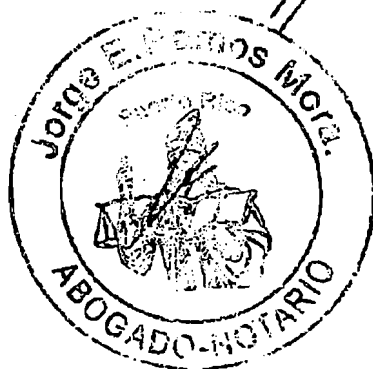
Title:

Notary Public # 7781

Commonwealth of Puerto Rico)

Municipality of San Juan) ss

Sworn to and subscribed before me by Maria Helena Morrow, a married woman of the age of 64 years, residing at San Juan, whose occupation is Businesswoman, personally known to me, this 25 day of May, 2006.



Signature

Title:

Notary Public # 7781

EXHIBIT A

A parcel of land located Southerly and Westerly of the South Bank of the Big Wood River and the Centerline of the Northside Canal Companies "X" Canal, also known as Clover Creek, in Government Lot 2 of Section 31, Township 5 South, Range 15 East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, from which the Northwest corner of said Section 31 bears North 00°32'14" East, 2653.67 feet;

THENCE North 00°32'14" East for a distance of 50.00 feet to a point that lies 50 feet North from the South boundary of Government Lot 2 of said Section 31 and being the POINT OF BEGINNING;

THENCE continue northerly along said line for a distance of 569.63 feet to the South bank of the Big Wood River;

THENCE easterly along said South bank for the following courses and distances;

THENCE North 56°56'43" East for a distance of 324.09 feet;

THENCE North 68°06'18" East for a distance of 263.21 feet;

THENCE North 68°29'10" East for a distance of 153.71 feet;

THENCE South 54°44'05" East for a distance of 233.28 feet;

THENCE South 77°18'03" East for a distance of 295.20 feet to the point of intersection of the South Bank of the Big Wood River and the centerline of the North Side Canal Companies "X" Canal also known as Clover Creek;

THENCE southerly along the centerline of said "X" Canal for the following courses and distances;

THENCE South 18°54'44" West for a distance of 60.96 feet;

THENCE South 03°44'42" West for a distance of 237.29 feet;

THENCE South 15°58'42" East for a distance of 64.24 feet;

THENCE South 56°17'01" East for a distance of 136.46 feet;

THENCE North 81°26'29" East for a distance of 72.59 feet to the East boundary of said Government Lot 2;

THENCE South 00°13'44" West along the East boundary of said Government Lot 2 for a distance of 289.63 feet to a point that lies 50 feet North from the South boundary of said Government Lot 2;

THENCE North 89°35'10" West for a distance of 1,309.24 feet to the POINT OF BEGINNING.

The above described parcel contains 21.01 acres, more or less and is subject to the rights of a county road which affects the westerly 25 feet of Government Lot 2.