

Should questions arise during the processing of this application please contact:  
Steven Hannula ERO Resources Corp. (208) 373-7983

ORIGINAL

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1

RECEIVED

SEP 07 2004

WATER RESOURCES  
WESTERN REGION

Name of applicant Brighton Investments LLC, David Turnbull

Phone (208) 378-4000

Post Office address 12601 W. Explorer Dr., Suite 200, Boise, ID 83713

A. Purpose of Transfer

1. ☒ Change point of diversion    ☐ Add diversion point(s)    ☒ Change place of use  
☐ Change nature of use    ☐ Change period of use    ☐ Other \_\_\_\_\_
2. Describe the reason for the proposed changes provide supplemental irrigation to 25 acres at the new POU.

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

| 1. Right Number | Priority    | Amount<br>(cfs/ac-ft) | Nature<br>of Use | Period of Use  |
|-----------------|-------------|-----------------------|------------------|----------------|
| 63-11408        | Oct 1, 1990 | 0.5/112.5             | Irrigation       | 3/15 to 11/15  |
| _____           | _____       | _____                 | _____            | _____ to _____ |
| _____           | _____       | _____                 | _____            | _____ to _____ |
| _____           | _____       | _____                 | _____            | _____ to _____ |

2. Total amount of water being transferred 0.5 cubic feet per second and/or 112.5 acre-feet per annum.

3. Source of water groundwater tributary to N/A

4. Point(s) of Diversion:

| Lot | ¼  | ¼  | ¼  | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----|----|----|----|------|------|------|--------|--------------------------|
|     | NE | SW | NE | 25   | 4N   | 1W   | ADA    |                          |
|     |    |    |    |      |      |      |        |                          |
|     |    |    |    |      |      |      |        |                          |

5. Lands irrigated or place of use:

| Twp. | Rge. | Sec. | NE ¼ |      |      |      | NW ¼ |      |      |      | SW ¼ |      |      |      | SE ¼ |      |      |      | Totals |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
|      |      |      | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ |        |
| 4N   | 1W   | 25   |      |      | 20   | 5    |      |      |      |      |      |      |      |      |      |      |      |      | 25     |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |

Total acres 25

**PART 1**

## 6. General Information:

- a. Description of diversion system Proposed well, submersible pump, pipelines, and sprinkler system. A pipeline will be used to deliver water to the 5 acre parcel to the east of the 20 acre parcel.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? \_\_\_\_ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer: A portion of the existing POU will be taken out of irrigation for roads, driveways, and homes.
- d. Remarks: This transfer seeks to move a portion of the water right to the new place of use and a proposed new well.
- \_\_\_\_\_
- \_\_\_\_\_

**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 \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

State of Idaho  
Department of Water Resources

# WATER RIGHT LICENSE

WATER RIGHT NO. 63-11408

Priority: October 1, 1990

Maximum Diversion Rate: 1.46 CFS  
Maximum Diversion Volume: 328.5 AF

This is to certify, that EUGENE QUENZER  
ARDYCE QUENZER

3680 N BLACK CAT RD  
MERIDIAN ID 83642

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 1, 1990; and has submitted Proof of Beneficial Use on November 4, 1992. An examination indicates that the works have a diversion capacity of 2.310 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>RATE OF DIVERSION</u> | <u>ANNUAL VOLUME</u> |
|-----------------------|----------------------|--------------------------|----------------------|
| IRRIGATION            | 03/15 to 11/15       | 1.46 CFS                 | 328.5 AF             |

LOCATION OF POINT(S) OF DIVERSION: NESE , sec. 31, Township 04N, Range 01E  
ADA County

| <u>PLACE OF USE:</u> | <u>IRRIGATION</u> | <u>ACRES</u> | <u>ACRES</u> | <u>ACRES</u> | <u>TOTAL</u> |
|----------------------|-------------------|--------------|--------------|--------------|--------------|
| <u>TWN RGE SEC</u>   |                   |              |              |              |              |
| 04N 01E 31           | NESE 33           | NWSE 40      |              |              | 73           |

Total number of acres irrigated: 73

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
6. The right holder shall fully use all surface water rights appurtenant to the lands identified above prior to using water under this right.

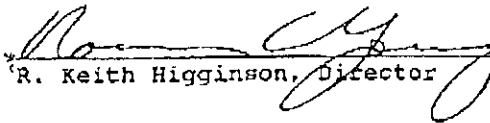
State of Idaho  
Department of Water Resources

## WATER RIGHT LICENSE

WATER RIGHT NO. 63-11408

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.  
Witness the seal and signature of the Director, affixed at Boise, this 22<sup>nd</sup>  
day of July, 1984.

Acting for

  
R. Keith Higginson, Director

**PART 2**

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 0.5 cfs/112.5 ac-ft for irrigation purposes from 3/15 to 11/15  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)

2. Points of Diversion:

| Lot | ¼ | ¼  | ¼  | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----|---|----|----|------|------|------|--------|--------------------------|
|     |   | NE | SE | 31   | 4N   | 1E   | ADA    |                          |
|     |   |    |    |      |      |      |        |                          |
|     |   |    |    |      |      |      |        |                          |

3. Lands irrigated or place of use:

| Twp. | Rge. | Sec. | NE ¼ |      |      |      | NW ¼ |      |      |      | SW ¼ |      |      |      | SE ¼ |      |      |      | Totals |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
|      |      |      | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ |        |
| 4N   | 1E   | 31   |      |      |      |      |      |      |      |      |      |      |      |      | 25   |      |      |      | 25     |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |

Total acres 25

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

1. Amount 0.96 cfs/126 ac-ft for irrigation purposes from 3/15 to 11/15  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)

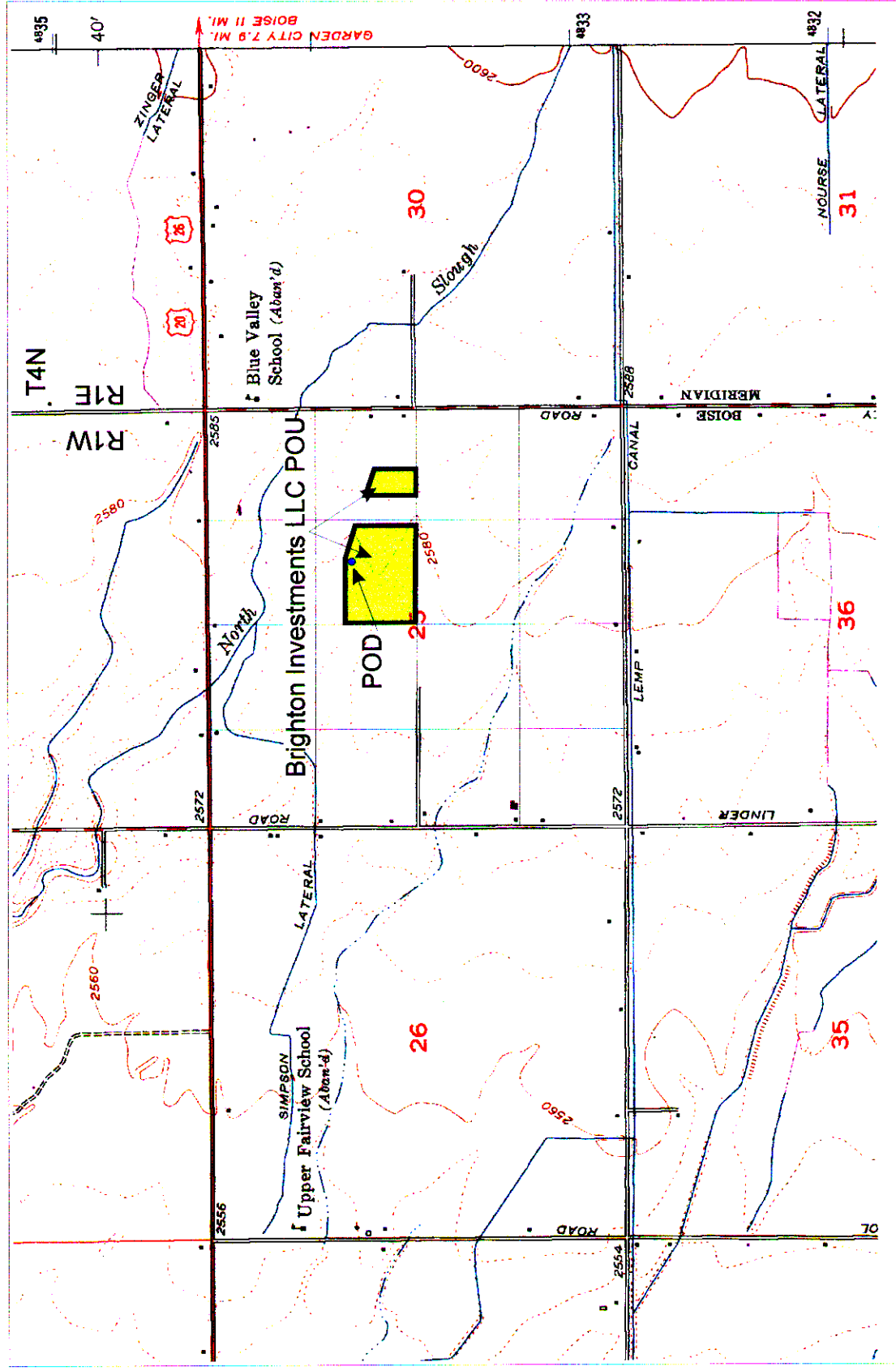
2. Points of Diversion:

| Lot | ¼ | ¼  | ¼  | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----|---|----|----|------|------|------|--------|--------------------------|
|     |   | NE | SE | 31   | 4N   | 1E   | ADA    |                          |
|     |   |    |    |      |      |      |        |                          |
|     |   |    |    |      |      |      |        |                          |

3. Lands irrigated or place of use:

| Twp. | Rge. | Sec. | NE ¼ |      |      |      | NW ¼ |      |      |      | SW ¼ |      |      |      | SE ¼ |      |      |      | Totals |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
|      |      |      | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ |        |
| 4N   | 1E   | 31   |      |      |      |      |      |      |      |      |      |      |      |      | 8    | 40   |      |      | 48     |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |

Total acres 48



## Place Of Use and Point Of Diversion for Brighton Transfer of Water Rights

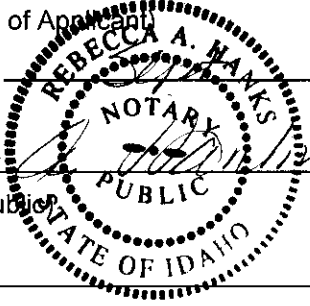
**PART 3****B. CHANGES IN NATURE OF USE**

- | 1. | New Nature of Use | Amount<br>(cfs/ac-ft) | Hours/days/year | Period of Use  |
|----|-------------------|-----------------------|-----------------|----------------|
|    | _____             | _____                 | _____           | _____ to _____ |
|    | _____             | _____                 | _____           | _____ to _____ |
2. Quantity and quality of return flows and location of discharge: \_\_\_\_\_
3. Describe effects on other water uses resulting from the proposed change: \_\_\_\_\_

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.

David W. Kurnbull  
 \_\_\_\_\_  
 (Signature of Applicant)

Subscribed and sworn before me this 7th day of Sept, 2004.

Rebecca A. Hanks  
 \_\_\_\_\_  
 (Notary Public)  


My commission expires 12-6-2005

**FOR DEPARTMENT USE ONLY**

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments

Received by DB Date 9-7-04 Protest filed by \_\_\_\_\_

Prelim. check by \_\_\_\_\_ Fee \$290-

Receipted by DB W032207 Date 9-7-04

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 \_\_\_\_\_

# ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY



90 APR 20 AM 10:20

SECRET

STATE OF IDAHO

To the Secretary of State of Idaho,  
Statehouse, Boise, Idaho 83720

- The name of the limited liability company is: BRIGHTON INVESTMENTS, LLC
- The address of the initial registered office is: 12426 W. Explorer Drive,  
(not a PO Box)  
Suite 220, Boise, Idaho 83713 and the name of the initial registered agent at that address is: David W. Turnbull  
Signature of registered agent: *David W. Turnbull*
- The latest date certain on which the limited liability company will dissolve: 12/31/2028
- Is management of the limited liability company vested in a manager or managers?  
☐ Yes ☒ No (check appropriate box)

- If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member.

Name:Address:
The Tomlinson Family Revocable Trust  
dated April 7, 1982
c/o Thomas W. Tomlinson, Trustee  
3652 Monte Real, Escondido, CA 92029-7911
David W. Turnbull
1071 East Clearvue Ct., Eagle, ID 83616

- Signature of at least one person listed in #5 above:

*David W. Turnbull*  
David W. Turnbull

IDAHO SECRETARY OF STATE

04/20/1998 09:00  
CK: 9751 CT: 2625 BH: 102641

1 P 100.00 = 100.00 ORGAN LLC

W5982



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 01/30/04 11:53 AM  
DEPUTY Kathy Ingraham  
RECORDED - REQUEST OF  
Title One  
AMOUNT 6.00



2

Order No.: A0325089

INITIAL HERE

## WARRANTY DEED

### FOR VALUE RECEIVED,

MICHAEL MASTROPAOLO and ELEANOR B. MASTROPAOLO, HUSBAND AND WIFE

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

BRIGHTON INVESTMENTS, LLC

whose current address is 12426 W.EXPLORER DRIVE, SUITE 220, BOISE, ID 83713

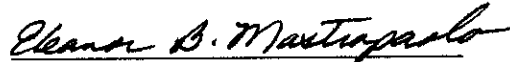
the Grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT "A" THAT BY THIS REFERENCE BECOMES A PART  
HEREOF AND IS COMPRISED OF ONE (1) PAGE.

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

Dated: 01/22/04

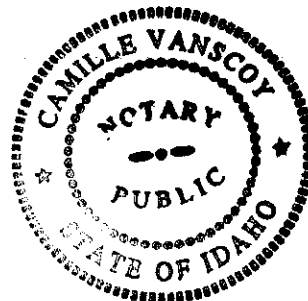
  
MICHAEL MASTROPAOLO

  
ELEANOR B. MASTROPAOLO

STATE OF IDAHO  
COUNTY OF ADA

ON THIS 29th OF JANUARY, 2004, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED, MICHAEL MASTROPAOLO, ELEANOR B. MASTROPAOLO, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE THEY SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

  
CAMILLE VANSCHOY  
NOTARY PUBLIC  
RESIDING AT: BOISE  
MY COMMISSION EXPIRES:  
09/13/06  
(SEAL)



That portion of the South Half of the Northeast Quarter of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, described as follows:

BEGINNING at the East Quarter corner of said section; thence  
North 89 degrees 57'22" West, a distance of 762.94 feet to the REAL POINT OF BEGINNING; thence  
North 89 degrees 57'22" West, a distance of 370.00 feet to a point; thence  
North 0 degree 18'22" West, a distance of 650.71 feet to a point; thence  
South 71 degrees 23'09" East, a distance of 391.12 feet to a point; thence  
South 0 degree 18'22" East, a distance of 526.15 feet to the REAL POINT OF BEGINNING.

 *ebm*  
(A0325089.PFD/A0325089/25)



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 03/30/04 04:46 PM  
DEPUTY Kathy Ingraham  
RECORDED - REQUEST OF  
Title One  
AMOUNT 6.00

2



Order No.: A0426984

## WARRANTY DEED

FOR VALUE RECEIVED, DWAIN E. WOLF and SHARON M. WOLF, husband and wife, the Grantors, do hereby grant, bargain sell and convey unto BRIGHTON INVESTMENTS, LLC, an Idaho limited liability company whose current address is 12601 W. Explorer Drive Suite 200, Boise, ID 83713, the Grantee, the following described premises, in Ada County, Idaho, TO WIT:

A parcel of land being a portion of the South Half of the Northeast Quarter of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Quarter Section corner common to said Section 25, Township 4 North, Range 1 West, and Section 30, Township 4 North, Range 1 East, Boise Meridian (from which the Northeast corner of said Section 25 bears North 00°25'09" East, 2661.10 feet distant); thence North 89°27'28" West, 2674.95 feet (formerly described as West) on the East-West mid-section line of said Section 25 to the center Quarter Section corner of said Section 25, (the Southwest corner of the South Half of the Northeast Quarter), said point being the REAL POINT OF BEGINNING; thence North 00°32'25" East, 901.58 feet (formerly described as North) on the North-South mid-section line of said Section 25 (the West boundary line of the South Half of the Northeast Quarter) to an angle point in the Southerly boundary line of that parcel of land described as Parcel "C" of that Deed recorded as Instrument Number 102046536 of Ada County Records; thence South 89°19'44" East, 817.99 feet (formerly described as East, 823.68 feet (12.48 chains)) on the Southerly boundary line of said Parcel "C"; thence South 70°44'12" East, 430.16 feet (formerly described as South 71°13' East) on the Southerly boundary line of said Parcel "C" to the Northwest corner of that parcel of land as shown on Record-of-Survey Number 5945 of Ada County Records; thence South 00°11'32" West, 761.69 feet (formerly described as South 00°18'22" East, 755.75 feet) on the Westerly boundary line of said parcel shown on Record-of-Survey Number 5945 to a point on the East-West mid-section line of said Section 25; thence North 89°27'28" West, 1230.01 feet (formerly described as West) on the East-West mid-section line of said Section 25 (the South boundary line of the South Half of the Northeast Quarter) to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants,

zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 30, 2004

Dwaine G. Wolf  
DWAINE G. WOLF

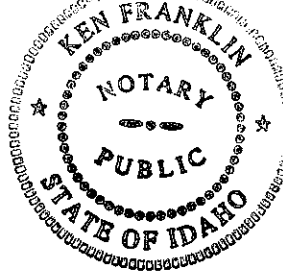
Sharon M. Wolf  
SHARON M. WOLF

State of Idaho                     )  
                                              ) ss:  
County of Ada                    )

On this 30th day of March 2004, before me, the undersigned a Notary Public in and for said state personally appeared DWAIN G. WOLF and SHARON M. WOLF known to me or proved to me on the basis of satisfactory evidence 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 set my hand and official seal on the date shown above.

[Signature]  
Notary Public  
Commission Expires: 10/5/04



Project No. 02-037-01

Date: September 2, 2004

**PARAMOUNT – WOLF 25 ACRE PARCEL  
(LESS PHASE 3 & 4)  
DESCRIPTION**

A parcel of land being a portion of the South 1/2 of the NE 1/4 of Section 25, T. 4 N., R.1 W., B. M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 Section Corner common to said Section 25, T. 4 N., R.1 W., and Section 30, T. 4 N., R.1 E., B.M. (from which the northeast corner of said Section 25 bears North 00°25'09" East, 2661.10 feet distant);

Thence North 89°27'28" West, 2674.95 feet (formerly described as West) on the east-west mid-section line of said Section 25 to the center 1/4 section corner of said Section 25, (the southwest corner of the south half of the northeast quarter), said point being the REAL POINT OF BEGINNING;

Thence North 00°32'25" East, 248.40 feet (formerly described as North) on the north-south mid-section line of said Section 25 (the west boundary line of the south half of the northeast quarter) to a point on the easterly boundary line of Paramount Subdivision No. 3, as same is shown on the Plat thereof recorded in Book 89 of Plats at Page 10324 of Ada County Records;

Thence on the easterly and northerly boundary line of said Paramount Subdivision No. 3 for the following courses and distances:

Thence North 45°48'59" East, 109.24 feet;

Thence North 44°11'02" West, 7.50 feet;

Thence North 45°48'59" East, 379.00 feet;

Thence North 44°11'01" West, 135.00 feet to the southeast corner of Paramount Subdivision No. 4;

Thence leaving the northerly boundary line of said Paramount Subdivision No. 3, North 45°48'59" East, 294.62 feet on the easterly boundary line of Paramount Subdivision No. 4 to a point on the northerly boundary line of that parcel of land as described in Warranty Deed recorded as Instrument Number 104037256 of Ada County Records;

Thence on the exterior boundary line of said parcel described in Warranty Deed Instrument Number 104037256 for the following courses and distances:

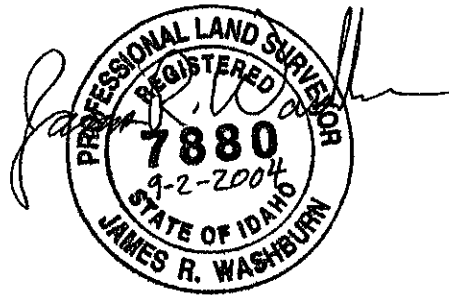
Thence South 89°19'44" East, 362.04 feet;

Thence South 70°44'12" East, 430.16 feet;

Thence South 00°11'32" West, 761.69 feet to a point on the east-west mid-section line of said section 25;

Thence North 89°27'28" West, 1230.01 feet on the east-west mid-section line of said Section 25 to the real point of beginning. Said parcel contains 21.05 acres more or less.

**PREPARED BY:**  
Engineering NorthWest, LLC



James R. Washburn, PLS

**AGREEMENT  
TO  
PURCHASE WATER RIGHTS**

**THIS AGREEMENT** made as of the 10<sup>th</sup> day of February, 2004, between **EUGENE QUENZER and ARDYCE L. QUENZER**, husband and wife ("Sellers"), and **BRIGHTON CORPORATION**, an Idaho Corporation ("Buyer");

**W I T N E S S E T H:**

**WHEREAS**, the Sellers have sold and conveyed to the Buyer certain real property in Ada County, Idaho, more particularly described on "Exhibit A" attached hereto and made a part hereof ("Real Property");

**WHEREAS**, as noted on Exhibit A, the Real Property purchased by the Buyer from the Sellers excluded certain water rights (hereafter "Water Rights") and the pumps, piping and other equipment used in connection therewith; and

**WHEREAS**, the Sellers and the Buyer have agreed on the purchase by the Buyer of the Water Rights upon the terms set forth in this Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises, agreements and undertakings of the parties, and for other good and valuable consideration, the existence and sufficiency of which is acknowledged, **IT IS AGREED:**

1. **Recitals.** The foregoing recitals are part of this Agreement, not mere recitals.

2. **Purchase of Water Rights.** The Sellers agree to sell and transfer to the Buyer and the Buyer agrees to purchase and pay for the Water Rights described in Water Right License (Water Right No. 63-11408) a copy of which is attached hereto as "Exhibit B" and made a part hereof. As a part of the purchase of the Water Rights, the Sellers agree to transfer and convey to the Buyer title to all electrical equipment which is located on the Real Property and used or usable in connection the pumping and distribution of water from the irrigation well located on the Real Property by a good and sufficient Bill of Sale executed and acknowledged by the Sellers.

3. **Purchase Price.** The purchase price for the Water Rights is the amount of \$9,125.00 which shall be paid by the Buyer to the Sellers at the date this Agreement is signed by the Sellers.

4. **Representations by Sellers.** The Sellers represent to the Buyer that they are the owners of the Water Rights described on Exhibit B and have the right to transfer and assign the same to the Buyer.

5. **Future Cooperation.** The Sellers agree to promptly execute, acknowledge and deliver to the Buyer any instruments or documents necessary or required to

evidence the sale of the Water Rights to the Buyer or as may be needed to change the ownership thereof as may be required by the State of Idaho.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement; there are no oral or parol agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

**SELLERS:**

**BUYER:**

BRIGHTON CORPORATION

  
EUGENE QUENZER

By   
DAVID W. TURNBULL, President

  
ARDYCE L. QUENZER

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

A portion of the North one-half (1/2) of the Southeast Quarter (1/4) of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, which portion comprising the Subject Property shall be Parcels C and D, as shown on Record of Survey No. 909, a copy of which is attached hereto as part of this Exhibit A. It is agreed that the Subject Property does not include Parcels A and B as shown on Record of Survey No. 909, a copy of which is attached hereto. PROVIDED, that even though the Sellers shall convey to the Buyer fee title to the whole of the Subject Property, notwithstanding the acreage calculations as shown on Survey No. 909 attached hereto and/or the surveys to be obtained under Section 5 of the foregoing Agreement, the Buyer shall not be obligated to pay for more than seventy-five and one-half (75.5) acres in its purchase of Parcel No. 1 and the Option Parcels pursuant to the Options to Purchase Real Property attached hereto as Exhibit C.

**TOGETHER WITH** any and all surface water rights, **BUT EXCLUDING** all water rights held in connection with the existing irrigation well located on the Subject Property, together with all pumps, piping and other equipment located on the Subject Property which is used or usable in connection with the existing irrigation well, all of which excluded water rights, equipment and other property to be and remain the property of the Sellers.

