

Water Supply Bank No. _____

Water Right No. 1163-03010

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

RECEIVED
JAN 06 2005
DEPARTMENT OF
WATER RESOURCES

Name of Seller/Lessor Gregory and Cathy Urrutia Phone (208) 459-4900
Post office address 10525 Perch Road, Caldwell, ID 83607

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. _____ Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)
- b. License No. 25293 issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.)

- a. Amount of water under right: All cubic feet per second &/or
_____ acre-feet per annum
- b. Point of diversion: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____ Range
_____, B.M. in _____ County.
Additional points _____

c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	3W	6				40									40				80

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres _____

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Obtained when property was purchased in 1994

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

Property had been under CRP until 1997.
 Water used for only limited irrigation since
 that time. Right has been in the Water Bank
 since 2002

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

N/A

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

None

- e. If the water right is a permit, describe the work accomplished toward developing the right.

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

This water right has been in the Water Bank
Since 2002.

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

X For lease for a period from 1-1-05 to indefinite
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

\$30.00 per acre

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

12-31-04
Date

[Signature]
Signature

FOR DEPARTMENT USE ONLY

Received by W. Vaughan Date 01/10/05 Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

PN 31850

Inst 9423623

WARRANTY DEED

FOR VALUE RECEIVED GEORGE L. KELLOGG AND GAYLA KELLOGG, husband and wife and KENNETH WYNNE AND ANN WYNNE, husband and wife the Grantors, do hereby grant, bargain, sell and convey unto GREGORY A. URRUTIA and CATHERINE VERNICK URRUTIA, husband and wife

the Grantees, whose address is 912 W. GREENHURST, NAMPA, ID 83686

the following described premises, to-wit:

The Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 8, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, excepting therefrom that part of said Southeast Quarter of the Northeast Quarter which lies North of the center line of the Right of Way of the Mora Canal.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1994 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: July 29, 1994

<i>George L. Kellogg</i> _____ GEORGE L. KELLOGG	<i>Gayla Kellogg</i> _____ GAYLA KELLOGG
<i>Kenneth Wynne & George L. Kellogg</i> _____ KENNETH WYNNE <i>Attorney in Fact</i>	<i>Ann Wynne & George L. Kellogg</i> _____ ANN WYNNE <i>Attorney in Fact</i>

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

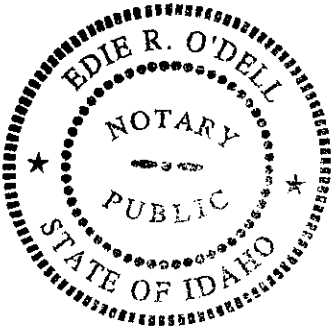
423 SOUTH KIMBALL
CALDWELL, ID 83605

STATE OF IDAHO
COUNTY OF CANYON

On this 1st day of August, 1994, before me
a Notary Public, personally appeared **GEORGE L.
KELLOGG AND GAYLA KELLOGG**, known or
identified to me to be the person(s) who(se) name(s) is/are
subscribed to the within instrument, and acknowledged to
me that he/she/they have executed the same.

Edie R. O'Dell

Notary Public
Residing at NAMPA, Idaho
My commission expires: 4/17/97

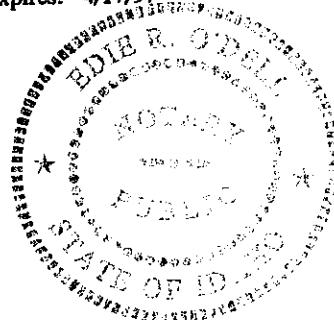


STATE OF IDAHO
COUNTY OF CANYON

On this 1st day of August, 1994, before me
a Notary Public, personally appeared **GEORGE L.
KELLOGG**, known or identified to me to be the person
whose name is subscribed to the within instrument as
attorney in fact of **KENNETH WYNNE AND ANN
WYNNE** and acknowledged to me that he/she subscribed
the names of **KENNETH WYNNE AND ANN WYNNE**
thereto as principal, and his/her own name as attorney in
fact.

Edie R. O'Dell

Notary Public
Residing at NAMPA, Idaho
My commission expires: 4/17/97



9423623

RECORDED

'94 AUG 3 PM 2 13

NED J. KERR

CANYON CNTY RECORDER
BY C. Smith

REQUEST PIONEER — NAMPA

TYPE Deed FEE 6.00