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MAR 11 2004

DEPARTMENT OF WATER RESOURCES

Water Supply Bank No. _____

Water Right No. 36-8106C

36-2130C
36-7850C

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

Name of Seller/Lessor Grant 4-D Farms (Dunne R Grant and/or Laura Grant) Phone 208 931-5149
Post office address 600 N 707 E

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 36-8106C Decreed to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____ (Name of court)
- b. License No. _____ 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: .58 cubic feet per second &/or
_____ acre-feet per annum
- b. Point of diversion: SW 1/4 of SE 1/4 of Section 15 Township 07S Range 24E B.M. in Minidoka County.
Additional points SW 1/4 SE 1/4 NW 1/4

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	
07S	24E	15	6.0				1.5	1.8	1.8	1.5	6.1	5.6	6.4	6.5					31.2

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 31.2

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.

Water right was decreed in adjudication. we still
own the land. See attached deed

- 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).

NR Decreed date 8/27/01

- 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.

NA

- 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.

There are A & B water rights on the Section they do not service this section.

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

NA

- 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:

NA

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 3-15-04 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".

Current rental rate, Owner reserves the right
to rent 55 acres.

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.

3/4/04
Date

[Signature]
Signature

FOR DEPARTMENT USE ONLY

Received by CBC Date _____ Preliminary check by CBC - INCLUDE
Watermaster recommendation requested on _____ Received 36-21300, 36-78500
Recommended for _____ approval _____ denial by _____ \$36-81000 AS PER
TELE. CONF. (SEE
REVIEW MEMO)

456947

QUITCLAIM DEED

Notice: This is a legally binding document. Consult your attorney if you do not understand any part of it.

THIS QUITCLAIM DEED is made on the 15th day of December, 2001.

by and between **Grant 4D farms, a Partnership**, consisting of Douglas E. Grant & Clarice A. Grant, partners ("First Party") whose residence and/or mailing address is 600 North 707 East, Rupert, Idaho 83350 and Duane R Grant & Laura A. Grant, partners, ("Second Party") whose residence and/or mailing address is 500 East 240 North Lane, Rupert, Idaho 83350.

In consideration for the sum of 1.00 DOLLARS (\$ 1.00) paid by the Second Party, the First Party does hereby remise, release and forever quitclaim to the Second Party any right, title, interest and claim which the First Party has in and to the following described real property, together with any improvements thereon:

Description of Property (including any improvements)

PARCEL NO. 1

WEST ½ SECTION 15: TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, MINIDOKA COUNTY, IDAHO

TO HAVE AND TO HOLD the above described property unto the Second Party, and the Second Party's executors, administrators, successors and assigns forever.

It is understood that this conveyance is made without covenants or warranties of any kind, either express or implied.

IN WITNESS WHEREOF, the First Party has signed and sealed this Quitclaim Deed on the above date.

Witness

Lisa Donnelly

First Party

Douglas E. Grant
Clarice A. Grant

Duane R. Grant

Second Party

Instrument # 456947

MINIDOKA COUNTY, RUPERT, IDAHO
2001-12-31 03:13:00 No. of Pages: 2

Recorded for : GRANT 4D FARMS

DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy

10

1.8

1.5

15

7.4

7.6

6.4

6.5

22