

IDAHO WATER COMPANY LLC
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 1/15/04 by and between Del Kohtz Idaho Water Company (hereinafter "Seller") and Audy Povey hereinafter ("Buyer"). The seller, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers _____ acre feet/anum consumptive of Idaho Water Right 43-7126 # 35-2727 36-1611 36-16123 36-16115 and the water appurtenant thereto, for \$ _____ per acre foot consumptive or 00 per acre. 240 acres of water are included in this agreement. No land is included in this agreement.
2. The total purchase price shall be \$ 00. The entire purchase price shall be paid on the closing date described in paragraph 5 below, less 15% finders fee and down payment paid at signing. Payment of \$ 00 paid at signing.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for each contract to Seller shall take place at the law offices of Ling, and Robinson, 615 H Street, Rupert, Idaho, within thirty days of Buyers receipt of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

6. This transfer will remain in the name of Idaho Water Co. until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed the change of ownership form signed by Idaho Water Co. at the signing of this contract will be turned over to the buyer. The change of ownership will be held in escrow until the closing.

7. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

8. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

9. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

10. Buyer understands that if Kohtz is not at fault for the failure of his transfer due to protests or other factors beyond Kohtz' control, Kohtz shall charge an hourly fee of \$50.00 for the preparation and presentation of the application for transfer. This includes travel time and attendance of hearings on buyer's behalf. These monies will come out of the finder's fee charged at signing. If transfer is accomplished no hourly fee will be charged. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.

11. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money buyer has to pay, or the amount of water buyer receives.

12. Kohtz (Idaho Water Company) has no control over the amount of mitigation or writedown IDWR will require of Buyers particular transfer therefore the amount Buyer pays is based on the amount of water transferred out of the original Water Right.

SELLERS

SELLERS
Larkin M. Baker Co.
Dellout & Son

BUYERS

BUYERS
Andy Porey

IDAHO WATER COMPANY

1135 Valley Road South
Eden, Idaho 83325
(208) 825-5617
Cells 410-0438 or 431-5617

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 7/11/03

by and between David Ward, Ward's Dairy

{hereinafter "Seller") and Del Kohtz hereinafter "Buyer").

The buyer, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers Idaho Water Right 106 acres of 45-7126 + 43-4037 and the water appurtenant thereto, for \$ per acre. The entire purchase price shall be \$, price shall be paid on the closing dates described in paragraph 4 below.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to the IDWR finding that the Water Right is valid and transferable. If the Water Right is invalid or non-transferable, this Agreement shall become null and void.
4. The Buyer desires to buy the personal property, the Water Rights, in separate tracts in order as agreed upon by both parties. Each transfer will be closed separately as they are paid for. This contract will be the standard contract and price for each transfer. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto, upon the closing of each transfer.

The remaining Water Rights shall remain the property of the seller until they are paid for and so forth until the entire Water Right is sold.

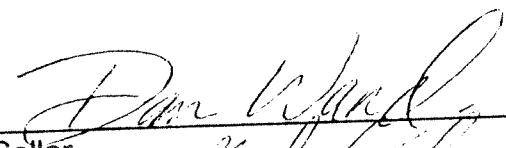
5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

6. Option: Seller understands Buyer is transferring the water appurtenant to Sellers property to another property. Buyer shall have 365 days from the date of signing this contract to complete and close the transfers. If IDWR has not completed the transfers by the end of the option period the contract may be extended by the Buyer to complete the transfers by paying interest of 4.5 % on the unpaid balance.

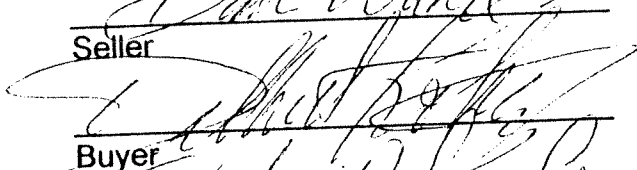
7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

OTHER PROVISIONS

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.



Seller



Buyer

Solo Water Co.

Wards ● Sagewood Ranch (GREEN)
T10S R26E

Sec 1
NW NW - 40
NE NW - 40
SW NW - 16
SE NW - 4
100

Sec 2
NE NW - 36.57
NW NE - 40
NE NE - 40
SE NW - 28
SW NE - 21
SE NE - 25
NW SW - 30
NE SW - 39
SW SW - 40
SE SW - 17.86
317.43

Sec 3
NE SE - 30
SE SE - 40
70

Sec 10
NE NE - 32

Sec 11
NW NW - 34
66

Total 553.43

Rainbow-Logwood Ranch

T 10S, R. 26E, sec 2, Sec 1, Sec 3, Sec 11, Sec 12

Stoker 3.43

Ward



100' SOUTHERLY POSITION

10

Cathodic Protection Sys