

Water Right Purchase and Sale Agreement

This Water Right Purchase and Sale Agreement is made this 24 day of FEBRUARY, 2004, between Pacific Hide & Fur Depot, represented by William Knick 1401 3rd St NW, Great Falls, Montana 59404 (hereinafter "Seller"), and James M. & Amelia E. Trull (hereinafter "Buyer").

Whereas Seller is the owner of the water right evidenced by water right license no. 63-31439 for 0.18 cubic feet per second (cfs) of water appurtenant to land in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. And whereas all the parties have reached agreement on the terms and conditions for the purchase and sale of a portion of Seller's water right, for the consideration hereinafter recited, Seller and Buyer agree as follows:

1) Purchase and Sale of Rights. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller 0.012 cfs (4.5 ac-ft.) of Seller's water right evidenced by water right no. 63-31439 (hereinafter referred to as "the purchased water right").

2) Purchase Price and Payment. Buyer shall pay the Seller, as consideration for the purchased water right, _____ per irrigated acre for one (1) acre, more or less, of land _____ (hereinafter referred to as "the purchase price"). Buyer agrees to deliver the purchase price in the form of a personal check to the escrow agent, Idaho Escrow, 4290 Chinden Blvd, Boise, ID 83714, to be deposited in an escrow account pursuant to the escrow instructions of paragraph 5, hereof upon execution of this Agreement by Seller and Buyer at the closing of this transaction, which shall occur on a date and at a time agreeable to the Buyer and Seller. Buyer and Seller agree to share the escrow costs equally.

3) Conveyance of Title and Title Policy. Seller agrees to execute a Water Right Warranty Deed, in the form of Exhibit B, conveying the purchased water right to Buyer, and Seller agrees to deliver such deed to the escrow agent at the closing of this transaction. Seller agrees to provide Buyer with a title insurance policy on the one (1) acre covered by the purchased water

(20%) of the purchase price plus the accrued interest on that amount shall be transferred to the Seller. The remaining eighty percent (80%) of the purchase price and the accrued interest on that amount shall be returned to Buyer by the escrow agent.

5) Escrow Agent and Instructions. The parties hereby appoint Idaho Escrow, 4290 Chinden Blvd, Boise, ID 83714, telephone: (208) 377-2212, as the escrow agent to hold and release a purchase price and deed to a water right pursuant to the terms of this Agreement and any additional written instructions signed by both parties hereto and provided to the escrow agent.

a) The purchase price shall be released to the Seller only upon completing all of the following: 1) Approval by the IDWR of the Transfer for the purchased water right; 2) The expiration of all administrative and judicial periods for appeal; and 3) The written approval by Buyer of any conditions placed on the Transfer by the IDWR. Buyer's approval shall not unreasonably be withheld and shall be provided within thirty (30) days after delivery of written notice of such conditions to Buyer by Seller or within thirty (30) days after expiration of the applicable administrative and judicial periods for appeal should conditions already approved by Buyer be modified by subsequent administrative or judicial action. Failure by Buyer to provide written approval or disapproval to the escrow agent within thirty (30) days after delivery of such written notice of such conditions to Buyer shall be deemed written approval.

b) The Seller and the Buyer shall act in good faith and use best efforts to complete the agreed upon property transfer as described herein on or before March 1, 2005. If the property transfer has not been completed by that date, the Seller and the Buyer may terminate the escrow by executing a mutual written consent and by each party providing a copy of the mutual written consent to the escrow agent. Termination of the escrow shall be effective upon receipt by the escrow agent of a separate copy of the mutual written consent from the Seller and from the Buyer.

c) Upon receipt of written notice from IDWR or Court of proper jurisdiction of the timely final approval of the Transfer and after expiration of all applicable appeal periods, expiration of the applicable thirty (30) day period described in paragraph 5.a. hereof and Seller's

full performance of the terms of this Agreement, Buyer shall, within ten (10) days of expiration of the applicable thirty (30) day period described in paragraph 5.a. hereof, provide a letter of confirmation thereof to escrow agent and escrow agent shall release the purchase price to Seller. All accrued interest on the purchase price shall be released to Buyer.

d) The deed to the purchased water right shall be released to the Buyer upon release of the purchase price to the Seller.

6) Entire Agreement. This Agreement contains the entire understanding of the parties. Any changes or modifications to this Agreement must be in writing signed by Seller and Buyer.

7) Heirs, Successor, and Assigns. The covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them and the advantages hereof shall inure to the benefit of each of the parties hereto and the respective heirs and successors and assigns.

8) Seller affirmatively represent and warrant to Buyer that he is the sole owner of the water right evidenced by water right no. 63-31439 for 0.18 cubic feet per second (cfs) appurtenant to real property located in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. Seller also affirmatively represent and warrant to Buyer that said water right has no pending lien, security interest, mortgage, or other form of encumbrance whatsoever which would prevent or impede the full and complete transfer of legal and equitable title of the purchased water right to Buyer under the terms of this Agreement.

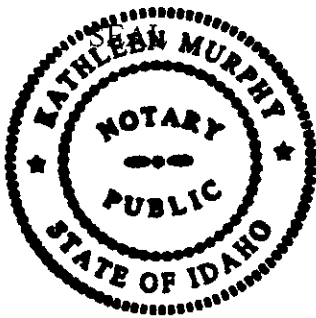
BUYER:

James M. & Amelia E. Trull

By: _____

State of Idaho/or _____)
County of Ada) SS.

On this 24 day of February, 2004, before me personally appeared JAMES M. and Amelia E. Trull, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Kathleen Murphy
Notary Public
Residing at Boise, Idaho
My Commission Expires on June 1, 2005

GA

SELLER:

Pacific Hide & Fur Depot

By: _____

State of ~~Idaho~~ or Montana)
County of Cascade) SS.

On this 11th day of March 2004, before me personally appeared William F. Smith, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

SEAL

William F. Smith
Notary Public
Residing at 1401 3rd St NW Great Falls MT
My Commission Expires on 10-25-2007

Exhibit A

WATER RIGHT LICENSE



IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommended Right Report

03/04/2004

WATER RIGHT NO. 63-31439

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PACIFIC HIDE & FUR DEPOT PO BOX 849 NAMPA, ID 83651 (208)466-1673
Original Owner	SUSAN K BEVAN
Original Owner	THOMAS M BEVAN 4202 N MARCLIFFE AVE BOISE, ID 83704 (208)323-7873
Original Owner	VIOLET J STRINGER
Original Owner	WILLIAM C STRINGER 421 MARCUS CT MOAB, UT 84532 (801)259-8686

Priority Date: 06/08/1978

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.13 CFS	49.5 AFA
COMMERCIAL	01/01	12/31	0.05 CFS	13.6 AFA
Total Diversion			0.18 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENENE	Sec. 12	Township 01N	Range 01E	ADA County
GROUND WATER	NESENE	Sec. 12	Township 01N	Range 01E	ADA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01E	12		NENE	11									

Place of Use Legal Description: COMMERCIAL ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01E	12		NENE			SENE							

Total Acres: 11

Conditions of Approval:

1.	c18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	T08	Failure of the right holder to comply with the conditions of Transfer No. 69750 is cause for the Director to rescind approval of the transfer.
3.	T17	Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
4.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5.	01Q	After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6.	R32	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 irrigation of the lands above.

Remarks:

1.	Purpose of Use	Commercial use is for a fur and hide facility.
2.	Purpose of Use	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3.	Quantity	The total instantaneous diversion of water from all points of diversion under Right 63-31439 shall not exceed 0.18 cfs, nor total combined annual volume of 63.1 af.

Dates:

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4.5

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: True

Close

Exhibit B

WATER RIGHT WARRANTY DEED

Water Right Warranty Deed

Pacific Hide and Fur Depot, represented by William Knick, P.O. Box 1459, Great Falls, Montana 59403 ("Grantors"), do hereby GRANT, BARGAIN, SELL and CONVEY unto James M. and Amelia E. Trull ("Grantee"), a portion of the following water right, more particularly described as follows:

That portion of Water Right License No. 63-31439 for 0.18 cubic feet per second (cfs) of water, which is appurtenant to eleven (11) acres of land in Section 12, Township 1 North, Range 1 East, Ada County, more particularly described on Exhibit A, hereto. That portion of said water right is in the quantity of 0.012 cfs, which has been transferred to Grantee's real property, pursuant to the terms and conditions of the Water Right Purchase and Sale Agreement between Grantors and Grantee.

TO HAVE AND TO HOLD unto the said Grantee, heirs, and assigns forever. And the Grantors do hereby covenant to and with said Grantee that Grantors are the owners of Water Right License No. 63-31439 and that it is free of all encumbrances, mortgages, liens, or any other restrictions on the full and complete transfer of title of 0.012 cfs of said water right license to Grantee and that Grantors will warrant and defend the same from all lawful claims whatsoever.

By: _____ Dated: _____
William Knick

State of _____)
County of _____) s.s.

On this ____ day of _____ 2004, before me, the undersigned, a Notary Public, personally appeared William Knick, the Vice President of Operations of Pacific Hide and Fur Depot, a _____ corporation, known or identified to me to be the person whose name is subscribed to the within instrument as _____, and acknowledged to me that he executed the same for and on behalf of the corporation.

SEAL

Notary Public
My Commission Expires on

RECEIVED

APR 27 2004

WATER RESOURCES
WESTERN REGIONREQUEST
TYPE

TITLEONE

CANYON COUNTY RECORDER
BY

2003 MAY 27 PM 4 43

RECORDED

200331424



www.titleonecorp.com

Order No.: C032625

CORPORATION WARRANTY DEED

For Value Received CONTRACTOR STAFFING SERVICES, INC

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain,
Sell and Convey unto JAMES M. TRULL and AMELIA E. TRULL, HUSBAND AND WIFE,

Whose current address is: 7450 ALYSHEBA CT, NAMPA, ID 83686

The following described real estate, to wit:

A parcel of land being a portion of Lot 4 in Block 2 of Aram Estates, according to the official Plat thereof,
filed in Book 13 of Plats at Page 12, records of Canyon County, Idaho, said parcel lying in a portion of the
Southeast Quarter of Section 26, Township 2 North, Range 2 West, Boise Meridian, Canyon County,
Idaho, more particularly described as follows:

Commencing at a found 5/8 inch iron pin marking the South Quarter corner of said section 26, said
mounument also marking the centerline intersection of Track road and Bennett road; thence

North 00° 08' 14" East a distance of 2,647.69 feet along the Westerly boundary of said Southeast Quarter of
Section 26, Township 2 North Range 2 West, to a found brass cap marking the center Quarter corner of
said Section 26; thence

North 89° 59' 42" East a distance of 1,000.60 feet along the North boundary of said Southeast Quarter to a
found 1/2 inch iron pin marking the North corner common to Lots 3 and 4, Block 2 of said Aram Estates,
said pin also being the point of Beginning; thence

North 89° 59' 42" East a distance of 271.96 feet along said North boundary to a found 1/2 inch iron pin,
said pin being the North corner common to Lots 4 and 5 of said Aram Estates; thence

South 00° 00' 18" East a distance of 309.99 feet along a line common to Lots 4 and 5, Block 2 of said Aram
Estates to a set 1/2 inch rion pin; thence

South 89° 59' 42" West a distance of 271.96 feet parallel with the North boundary of said Southeast Quarter to a set 1/2 inch iron pin; thence

North 00° 00' 18" West a distance of 309.99 feet along a line common to Lots 3 and 4, Block 2 of said Aram Estates to the point of beginning

Excepting therefrom private road as described in Deed recorded February 5, 1999 as Instrument No. 9904537, records of Canyon County, Idaho.

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

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantees; and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 05/23/03

CONTRACTOR STAFFING SERVICES, by:

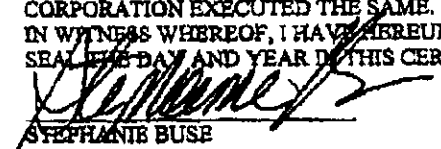

DARRELL D. FACKRELL, It's PRESIDENT

STATE OF IDAHO

COUNTY OF ADA

ON THIS 23RD DAY OF MAY IN THE YEAR 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, DARRELL D. FACKRELL KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON 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 THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.


STEPHANIE BUSE

RESIDING AT: BOISE

MY COMMISSION EXPIRES ON:08/31/08

Residing in Boise, Idaho
My Commission Expires 08/31/08

