

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

Transfer No. 73811

**APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1**

**RECEIVED  
DEC 07 2006**

Name of applicant Idaho Water Company Phone WATER RESOURCES WESTERN REGION  
Post Office address 1135 Valley Road South Eden, Idaho 83325

**A. PURPOSE OF TRANSFER**

1.  Change point of diversion       Add diversion point       Change place of use  
 Change nature of use       Change period of use       Other \_\_\_\_\_
2. Describe the reason for the proposed changes Split water rights, & create a new permissible  
Place of use.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>61-2188 a</u>	<u>02/17/1966</u>	<u>3.11/692.8</u>	<u>Irrigation</u>	<u>3/15 to 11/15</u>
<u>61-7151 b</u>	<u>04/09/1973</u>	<u>1.33/466.3</u>	<u>Irrigation</u>	<u>4/01 to 10/31</u>
<u>61-7119 c</u>	<u>7/10/1972</u>	<u>1.55/310.9</u>	<u>Irrigation</u>	<u>03/15 to 11/15</u>
<u>61-7396 d</u>	<u>01/04/1980</u>	<u>0.65/189.8</u>	<u>Irrigation</u>	<u>03/15 to 11/15</u>
<u>61-2154 e</u>	<u>01/14/1963</u>	<u>1.61/320.4</u>	<u>Irrigation</u>	<u>03/15 to 11/15</u>
<u>61-10378 f</u>	<u>04/30/1974</u>	<u>0.24/-</u>	<u>Irrigation</u>	<u>03/15 to 11/15</u>
<u>61-7005 g</u>	<u>08/23/1967</u>	<u>1.55/379.7</u>	<u>Irrigation</u>	<u>03/01 to 10/15</u>
<u>61-2155</u>	<u>01/14/1963</u>	<u>1.74/365.4</u>	<u>Irrigation</u>	<u>04/01 to 10/31</u>

2. Total amount of water being transferred 8.67 cubic feet per second and/or 2168.8 acre-feet per annum.

3. Source of water Ground Water tributary to \_\_\_\_\_

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
								SEE ATTACHMENT

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1S	4E	14																	160
1S	4E	23	30	40	40	40	40	22	40	40	40	40	40	40	40	40	40	40	612
1S	4E	24						1	22			12	40	40	37				152

*Original  
- Superseded -*

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		NE	SW	14	01S	14E	ELMORE	WELL
		NW	SW	14	01S	14E	ELMORE	WELL
		SW	SW	14	01S	14E	ELMORE	WELL
		SE	SW	14	01S	14E	ELMORE	WELL
		NE	NE	23	01S	14E	ELMORE	WELL
		NW	NE	23	01S	14E	ELMORE	WELL
		SW	NE	23	01S	14E	ELMORE	WELL
		SE	NE	23	01S	14E	ELMORE	WELL
		NE	NW	23	01S	14E	ELMORE	WELL
		NW	NW	23	01S	14E	ELMORE	WELL
		SW	NW	23	01S	14E	ELMORE	WELL
		SE	NW	23	01S	14E	ELMORE	WELL
		NE	SW	23	01S	14E	ELMORE	WELL
		NW	SW	23	01S	14E	ELMORE	WELL
		SW	SW	23	01S	14E	ELMORE	WELL
		SE	SW	23	01S	14E	ELMORE	WELL
		NE	SE	23	01S	14E	ELMORE	WELL
		NW	SE	23	01S	14E	ELMORE	WELL
		SW	SE	23	01S	14E	ELMORE	WELL
		SE	SE	23	01S	14E	ELMORE	WELL
		NW	NW	24	01S	14E	ELMORE	WELL
		SW	NW	24	01S	14E	ELMORE	WELL
		NE	SW	24	01S	14E	ELMORE	WELL
		NW	SW	24	01S	14E	ELMORE	WELL
		SW	SW	24	01S	14E	ELMORE	WELL
		SE	SW	24	01S	14E	ELMORE	WELL

**PART 1**

6. General Information:

a. Description of diversion system New wells & interconnected distribution piping with sprinkler systems.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?  
 Yes  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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:  
Portions of the currently irrigated land will be dried up:  
272 Ac. within original PPU of 61-2188, 7151 will no longer be irrigated.  
369 ac. within original PPU of 61-2154, 2155, 7005, 7119, 7396, 10378 will no longer be irrigated.

d. Remarks:  
See attached split worksheet for split portions & associated combined limits.

**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 \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

*(Attach one copy for each right)*

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

- a. Decree No. 61-2188 Decreed to Jay B Brown  
in case of Snake River Basin Adjudication vs. \_\_\_\_\_  
dated 10/26/2000 in \_\_\_\_\_ county of \_\_\_\_\_
- b. License No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.
- c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
- d. Transfer No. \_\_\_\_\_ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

- Tax notice                       Warranty Deed                       Other Purchase agreement

3. Source of water Ground Water tributary to \_\_\_\_\_

4. Date of priority 02/17/1966

5. Water is used for the following purpose:

Amount 3.28/731 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)

6. Total amount of water under right 3.28 cubic feet per second and/or 731 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04s	05e	Elmore	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	05e	24	40	40	40	40													320

Total acres 320

9. Describe any other water rights used for the same purpose as described above This right combined with right 61-7151 is limited to total of 3.28 cfs, and 320 acres.

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 3.11/692.8 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. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04S	05E	ELMORE	Existing Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04s	05e	24	40	40	40	40									40	40	40	25	305	

Total acres 305

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

1. Amount 0.17/38.2 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. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04S	05E	Elmore	Existing well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04s	05e	24	40	40	40	40									40	40	40	40	320	

Total acres 320

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-7151 Decreed to Jay B Brown  
 in case of Snake River Basin Adjudication vs. \_\_\_\_\_  
 dated 10/26/2000 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-7151 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. \_\_\_\_\_ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.
 

Tax notice                       Warranty Deed                       Other Purchase Agreement

3. Source of water Ground Water tributary to \_\_\_\_\_

4. Date of priority 04/09/1973

5. Water is used for the following purpose:
 

Amount	<u>1.4/492</u>	for	<u>Irrigation</u>	purposes from	<u>4/01</u>	to	<u>10/31</u>
(cfs/ac-ft)							
Amount		for		purposes from		to	
(cfs/ac-ft)							
Amount		for		purposes from		to	
(cfs/ac-ft)							

6. Total amount of water under right 1.4 cubic feet per second and/or 492 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04s	05e	Elmore	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	05e	24	40	40	40	40													320

Total acres 320

9. Describe any other water rights used for the same purpose as described above Combined with right 61-2188  
combined limits of 3.28 cfs, 320 acres

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 1.33/466.3 for Irrigation purposes from 4/01 to 10/31  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04S	05E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04S	05E	24	40	40	40	40									40	40	40	25	305	

Total acres 305

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

1. Amount 0.07/25.7 for Irrigation purposes from 4/01 to 10/31  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)  
 Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NE	24	04s	05e	Elmore	Existing Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04S	05E	24	40	40	40	40									40	40	40	40	320	

Total acres 320

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-2154 Decreed to Bernard L Brown  
 in case of S.R.B.A. vs. \_\_\_\_\_  
 dated 02/27/2003 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-2154 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.  
 Tax notice                       Warranty Deed                       Other Purchase Agreement
3. Source of water Ground Water tributary to \_\_\_\_\_
4. Date of priority 01/14/1963
5. Water is used for the following purpose:  
 Amount 5.44/1080 for Irrigation purposes from 3/15 to 11/15  
 (cfs/ac-ft)
6. Total amount of water under right 5.44 cubic feet per second and/or 1080 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-7396, 61-7005, 61-7119, 61-7119, 61-10378 total Limits 12.88 CFS, 3744 af, 936 ac.

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 1.61/320.4 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 3.83/759.6 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-2155 Decreed to Bernard L Brown  
 in case of S.R.B.A. vs. \_\_\_\_\_  
 dated 10/26/2000 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-2155 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.  
 Tax notice                       Warranty Deed                       Other Purchase Agreement
3. Source of water Ground Water tributary to \_\_\_\_\_
4. Date of priority 01/14/1963
5. Water is used for the following purpose:  
 Amount 5.86/1232 for Irrigation purposes from 4/01 to 10/31  
 (cfs/ac-ft)
6. Total amount of water under right 5.86 cubic feet per second and/or 1232 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04s	06e	17											40	40					80	
04s	06e	18							43	40					40	40	40	40	243	
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480	

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-7396,  
61-10378, 61-7119, 61-7119, 61-2154 total Limits 12.88 CFS, 3744 af, 936 ac.

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 1.74/365.4 for Irrigation purposes from 4/01 to 10/31  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 4.12/866.6 for Irrigation purposes from 4/01 to 10/31  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**

**PART 2**

*(Attach one copy for each right)*

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-7005 Decreed to Bernard L Brown  
 in case of S.R.B.A. vs. \_\_\_\_\_  
 dated 02/27/2003 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-7005 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.  
 Tax notice                       Warranty Deed                       Other Purchase Agreement
3. Source of water Ground Water tributary to \_\_\_\_\_
4. Date of priority 08/23/1967.
5. Water is used for the following purpose:  
 Amount 5.24/1280 for Irrigation purposes from 3/01 to 10/15  
 (cfs/ac-ft)
6. Total amount of water under right 5.24 cubic feet per second and/or 1280 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-7396,  
61-10378, 61-7119, 61-7119, 61-2154 total Limits 12.88 CFS, 3744 af, 936 ac.

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 1.55/379.7 for Irrigation purposes from 3/01 to 10/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 3.69/900.3 for Irrigation purposes from 3/01 to 10/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04s	06e	17											40	40					80	
04s	06e	18							43	40					40	40	40	40	243	
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480	

Total acres 1459

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. \_\_\_\_\_ Decreed to \_\_\_\_\_  
 in case of \_\_\_\_\_ vs. \_\_\_\_\_  
 dated \_\_\_\_\_ in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-7119 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.  
 Tax notice                       Warranty Deed                       Other Purchase Agreement \_\_\_\_\_
3. Source of water Ground Water tributary to \_\_\_\_\_
4. Date of priority 07/10/1972
5. Water is used for the following purpose:  
 Amount 5.24/1048 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)
6. Total amount of water under right 5.24 cubic feet per second and/or 1048 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-2154, 61-7005, 61-7119, 61-7396, 61-10378 total Limits 12.88 CFS, 3744 af, 936 ac.

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 1.55/310.9 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 3.69/737.1 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**

**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-7396 Decreed to Bernard L Brown  
 in case of S.R.B.A. vs. \_\_\_\_\_  
 dated 4/12/2001 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. 61-7396 issued by the Idaho Department of Water Resources.
  - c. Claim No. \_\_\_\_\_ on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.  
 Tax notice                       Warranty Deed                       Other Purchase Agreement
3. Source of water Ground Water tributary to \_\_\_\_\_
4. Date of priority 01/04/1980
5. Water is used for the following purpose:  
 Amount 2.2/640 for Irrigation purposes from 3/15 to 11/15  
 (cfs/ac-ft)
6. Total amount of water under right 2.2 cubic feet per second and/or 640 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4		
04s	06e	17											40	40					80	
04s	06e	18							43	40					40	40	40	40	243	
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480	

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-2154, 61-7005, 61-7119, 61-7119, 61-10378 total Limits 12.88 CFS, 3744 af, 936 ac.

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 0.65/189.8 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 1.55/450.2 for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**

**PART 2**

(Attach one copy for each right)

**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:
  - a. Decree No. 61-10378 Decreed to Bernard L Brown  
 in case of S.R.B.A. vs. \_\_\_\_\_  
 dated 02/27/2003 in \_\_\_\_\_ county of \_\_\_\_\_
  - b. License No. \_\_\_\_\_ issued by the Idaho Department of Water Resources.
  - c. Claim No. 61-10378 on file with the Idaho Department of Water Resources.
  - d. Transfer No. 71266 which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

Tax notice                       Warranty Deed                       Other Purchase Agreement

3. Source of water Ground Water tributary to \_\_\_\_\_

4. Date of priority 04/30/1974

5. Water is used for the following purpose:  
 Amount 0.8/- for Irrigation purposes from 3/15 to 11/15  
 (cfs/ac-ft)

6. Total amount of water under right 0.8 cubic feet per second and/or - acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

9. Describe any other water rights used for the same purpose as described above Combined with right 61-7396,  
61-7005, 61-7119, 61-7119, 61-2154 total Limits 12.88 CFS, 3744 af, 936 ac.

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 0.24/- for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04S	06E	17											15	15					30
04S	06E	18							43	40					9	9	9	9	119
04S	06E	19						44							40			10	94
04S	06E	20	40	40	5	5	9	9	9	9									126

Total acres 369

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

1. Amount 0.56/- for Irrigation purposes from 3/15 to 11/15  
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SE	18	04s	06e	Elmore	Well
	SE	NW	NW	19	04s	06e	Elmore	Well
	SW	NE	SW	19	04s	06e	Elmore	Well
	NW	SE	NE	20	04S	06E	Elmore	Well
	SW	NW	NW	20	04S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
04s	06e	17											40	40					80
04s	06e	18							43	40					40	40	40	40	243
04S	06E	19	40	40	40	40	40	44	44	40	40	44	44	40	40	40	40	40	656
04S	06E	20	40	40	40	40	40	40	40	40					40	40	40	40	480

Total acres 1459

**PART 3**

**B. CHANGES IN NATURE OF USE**

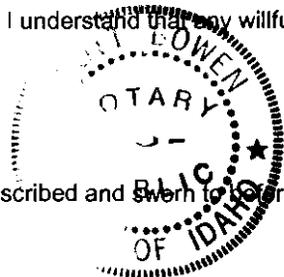
1.	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:  
No Change

3. Describe the effects on other water uses resulting from the proposed change:  
369 Acres will no longer be irrigated at original PPU under 61-2188, 7151.  
278 acres will no longer be irrigated at original PPU under 61-2154, 2155, 7005,  
7119, 7396 and 10378.

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.



Michael Vestal  
 (Signature of Applicant)

Subscribed and sworn to before me this 7th day of Dec. 2008

Scott Bowen  
 (Notary Public)

My commission expires 11/14/12

**FOR DEPARTMENT USE ONLY**

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

Received by RZ Date 12/7/08 Protest filed by \_\_\_\_\_

Prelim. check by \_\_\_\_\_ Fee \$570

Received by RZ Date 12/7/08 W034943

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 \_\_\_\_\_

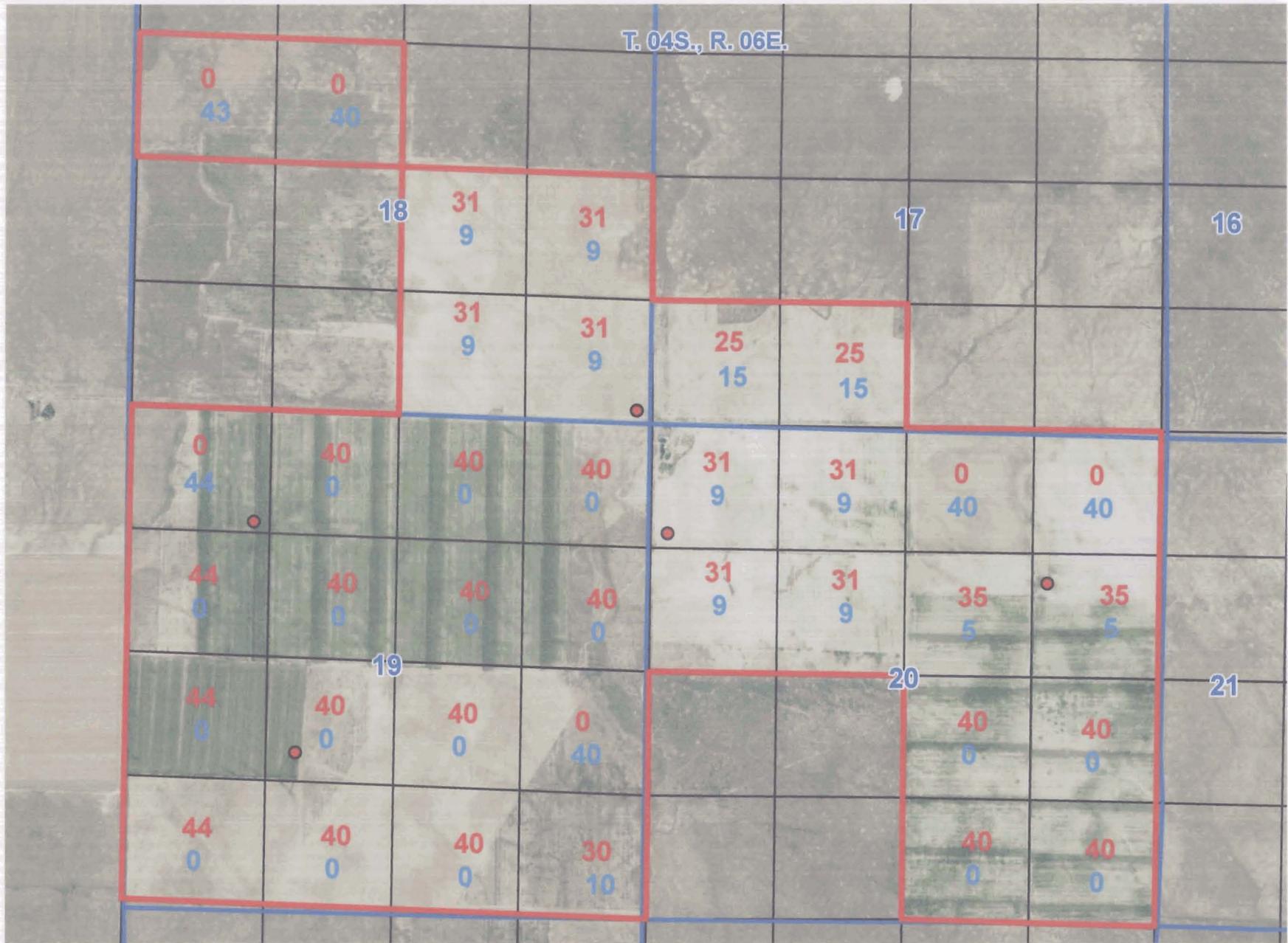


Idaho Water Company - Browns'  
Water Right Transfer To-From Map  
Topographical

- Legend**
-  PLS - Township/Range
  -  From Location
  -  To Location



T. 04S., R. 06E.



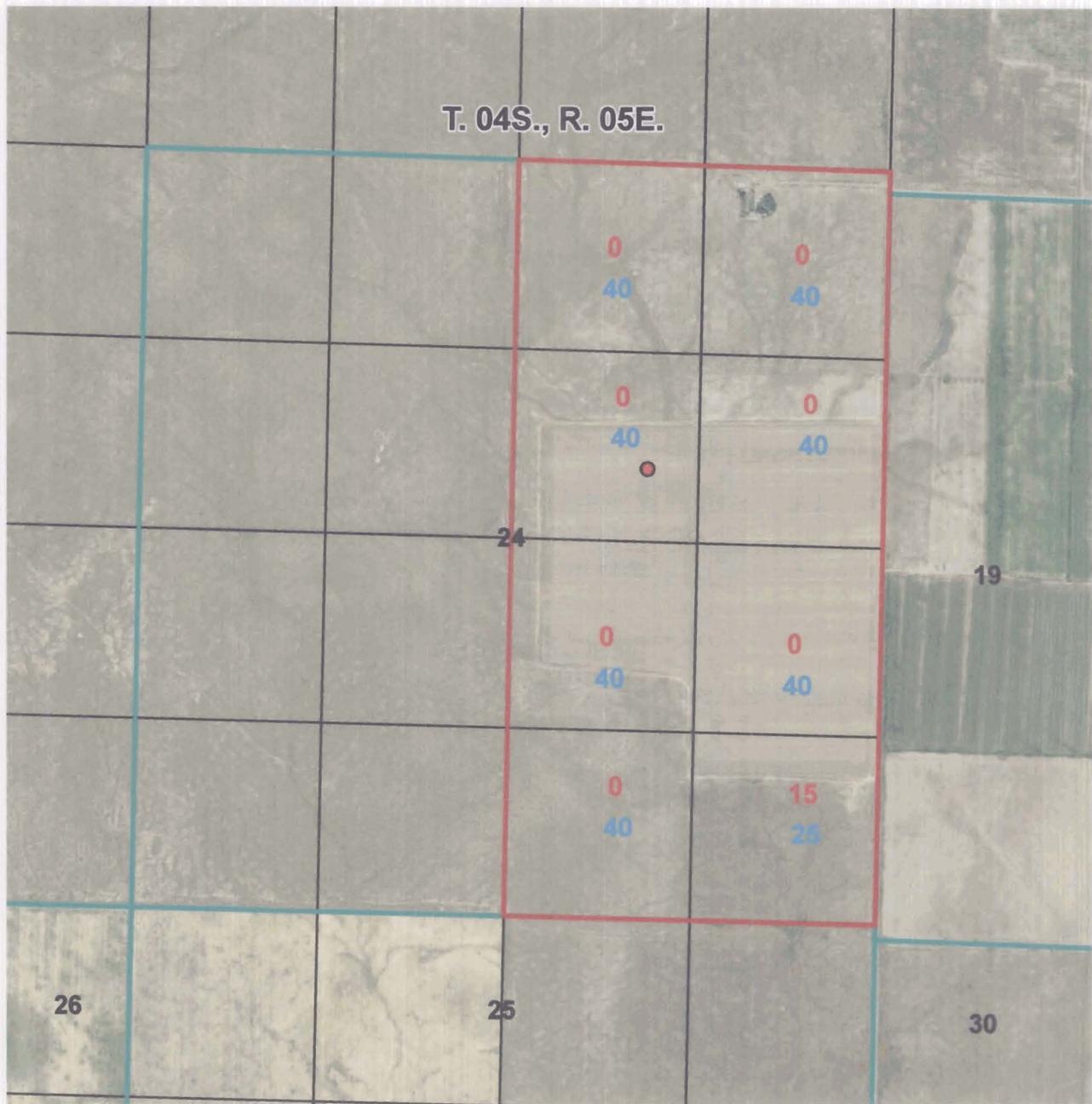
**Idaho Water Company - (From, Bernard Brown)**  
**T.04S., R.06E. Elmore County, Idaho**  
**Naip 2004 Aerial Photo**

Water Right: 61-7119, 61-7396, 61-2154,  
 61-10378, 61-7005, 61-2155

**00** Remaining Irrigation  
**00** Acres to be dried up

- Legend**
- WR\_POD'S
  - place of use
  - Sec\_Lines
  - t04s06e



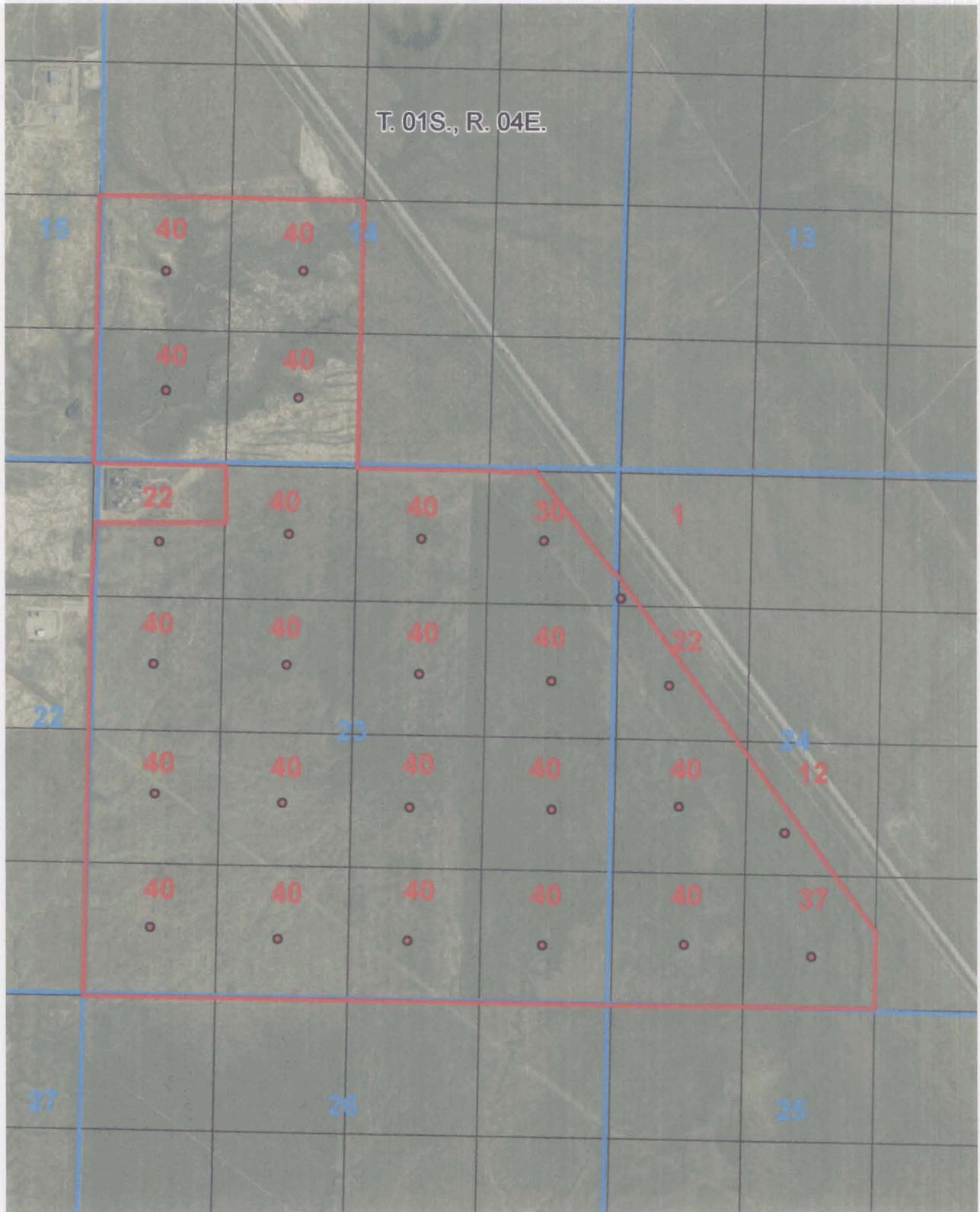


**Idaho Water Company - (From, Jay Brown)**  
**T.04S., R.05E. SEC 24 Elmore County, ID.**  
**NAIP 2004 Aerial photo**

**00** Remaining Irrigation  
**00** Acres to be dried up

- Legend**
- J\_Brown\_WR\_POD's
  - PPU J Brown
  - SECTIONS





Idaho Water Company (TO: Shekinah Property)  
 T.01S., R.14E. Elmore County, Idaho  
 NAIP 2004 Aerial photo

- Legend
- Shekinah Industries POU
  - Section\_Lines
  - t01s04e
  - WELL



BROCKWAY ENGINEERING, PLLC.  
 ALR - Dec. 1, 2006

**EXISTING Water Rights**

<b>RIGHT #</b>	61-7119	61-7396	61-2154	61-10378	61-7005	61-2155
<b>SOURCE</b>	GROUND WATER					
<b>CURRENT OWNER</b>	Bernard Brown					
<b>PRIORITY DATE</b>	7/10/1972	1/4/1980	1/14/1963	4/30/1974	8/23/1967	1/14/1963
<b>BASIS</b>	DECREED	DECREED	DECREED	DECREED	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION
<b>Diversion</b>	5.24 CFS	2.20 CFS	5.44 CFS	0.80 CFS	5.24 CFS	5.86 CFS
<b>Diversion LIMIT</b>			5.44 CFS			
<b>Diversion LIMIT</b>			5.44 CFS			
<b>Diversion LIMIT</b>			12.88 CFS			
<b>Diversion LIMIT</b>			12.88 CFS			
<b>Diversion LIMIT</b>			12.88 CFS			
<b>Diversion LIMIT</b>			12.88 CFS			
<b>Acres</b>	262 Acres	160 Acres	272 Acres	47 Acres	320 Acres	308 Acres
<b>Acre LIMIT</b>			799 Acres			
<b>Acre LIMIT</b>			936 Acres			
<b>Acre LIMIT</b>			936 Acres			
<b>POU Acres</b>			1,459 Acres			
<b>Volume</b>	1,048.0 AFA	640.0 AFA	1,080.0 AFA	196.0 AFA	1,280.0 AFA	1,232.0 AFA
<b>Volume LIMIT</b>			1,276.0 AFA			
<b>Volume LIMIT</b>			3,196.0 AFA			
<b>Volume LIMIT</b>			3,744.0 AFA			
<b>Volume LIMIT</b>			4,976.0 AFA			

**Split TO Shekinah Industries**

based on **369.0 Acres**

<b>RIGHT #</b>	61-7119	61-7396	61-2154	61-10378	61-7005	61-2155
<b>SOURCE</b>	GROUND WATER					
<b>CURRENT OWNER</b>	Idaho Water Co.					
<b>PRIORITY DATE</b>	7/10/1972	1/4/1980	1/14/1963	4/30/1974	8/23/1967	1/14/1963
<b>BASIS</b>	DECREED	DECREED	DECREED	DECREED	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION
<b>Diversion</b>	1.55 CFS	0.65 CFS	1.61 CFS	0.24 CFS	1.55 CFS	1.74 CFS
<b>Diversion LIMIT</b>			1.61 CFS			
<b>Diversion LIMIT</b>			1.61 CFS			
<b>Diversion LIMIT</b>			3.82 CFS			
<b>Diversion LIMIT</b>			3.82 CFS			
<b>Diversion LIMIT</b>			3.82 CFS			
<b>Diversion LIMIT</b>			3.82 CFS			
<b>Acres</b>	78 Acres	47 Acres	81 Acres	14 Acres	95 Acres	91 Acres
<b>Acre LIMIT</b>			237 Acres			
<b>Acre LIMIT</b>			278 Acres			
<b>Acre LIMIT</b>			369 Acres			
<b>POU Acres</b>						
<b>Volume</b>	310.9 AFA	189.8 AFA	320.4 AFA	58.1 AFA	379.7 AFA	365.4 AFA
<b>Volume LIMIT</b>			378.5 AFA			
<b>Volume LIMIT</b>			948.0 AFA			
<b>Volume LIMIT</b>			1,110.8 AFA			
<b>Volume LIMIT</b>			1,476.0 AFA			

**Remaining Water Rights**

Limited to **875.0 Acres**

<b>RIGHT #</b>	61-7119	61-7396	61-2154	61-10378	61-7005	61-2155
<b>SOURCE</b>	GROUND WATER					
<b>CURRENT OWNER</b>	Bernard Brown					
<b>PRIORITY DATE</b>	7/10/1972	1/4/1980	1/14/1963	4/30/1974	8/23/1967	1/14/1963
<b>BASIS</b>	DECREED	DECREED	DECREED	DECREED	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION	IRRIGATION
<b>Diversion</b>	3.69 CFS	1.55 CFS	3.83 CFS	0.56 CFS	3.69 CFS	4.12 CFS
<b>Diversion LIMIT</b>			3.83 CFS			
<b>Diversion LIMIT</b>			3.83 CFS			
<b>Diversion LIMIT</b>			9.06 CFS			
<b>Diversion LIMIT</b>			9.06 CFS			
<b>Diversion LIMIT</b>			9.06 CFS			
<b>Diversion LIMIT</b>			9.06 CFS			
<b>Acres</b>	184 Acres	113 Acres	191 Acres	33 Acres	225 Acres	217 Acres
<b>Acre LIMIT</b>			562 Acres			
<b>Acre LIMIT</b>			658 Acres			
<b>Acre LIMIT</b>			875 Acres			
<b>POU Acres</b>						
<b>Volume</b>	737.1 AFA	450.2 AFA	759.6 AFA	137.9 AFA	900.3 AFA	866.6 AFA
<b>Volume LIMIT</b>			897.5 AFA			
<b>Volume LIMIT</b>			2,248.0 AFA			
<b>Volume LIMIT</b>			2,633.4 AFA			
<b>Volume LIMIT</b>			3,500.0 AFA			

**Jay Brown Water Right Sale to Idaho Water Co. Sale to Shekinah Industries, Inc.**

<b>EXISTING Water Rights</b>		
<b>RIGHT #</b>	61-2188	61-7151
<b>SOURCE</b>	GROUND WATER	GROUND WATER
<b>CURRENT OWNER</b>	Jay B. Brown	Jay B. Brown
<b>PRIORITY DATE</b>	2/17/1966	4/9/1973
<b>BASIS</b>	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION
<b>Diversion</b>	3.28 CFS	1.40 CFS
<b>Diversion Limit</b>	<b>3.28 CFS</b>	
<b>Acres</b>	164 Acres	123 Acres
<b>Acre Limit</b>	<b>287 Acres</b>	
<b>POU Acres</b>	<b>320 Acres</b>	
<b>Volume</b>	731.0 AFA	492.0 AFA

<b>Split TO Shekinah Industries based on 272.0 Acres</b>		
<b>RIGHT #</b>	61-2188A	61-7151A
<b>SOURCE</b>	GROUND WATER	GROUND WATER
<b>CURRENT OWNER</b>	Idaho Water Co.	Idaho Water Co.
<b>PRIORITY DATE</b>	2/17/1966	4/9/1973
<b>BASIS</b>	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION
<b>Diversion</b>	3.11 CFS	1.33 CFS
<b>Diversion Limit</b>	<b>3.11 CFS</b>	
<b>Acres</b>	155.4 Acres	116.6 Acres
<b>Acre Limit</b>	<b>272.0 Acres</b>	
<b>Volume</b>	692.8 AFA	466.3 AFA

<b>Remaining Water Rights</b>		
<b>RIGHT #</b>	61-2188B	61-7151B
<b>SOURCE</b>	GROUND WATER	GROUND WATER
<b>CURRENT OWNER</b>	<b>Jay B. Brown</b>	<b>Jay B. Brown</b>
<b>PRIORITY DATE</b>	2/17/1966	4/9/1973
<b>BASIS</b>	DECREED	DECREED
<b>USE</b>	IRRIGATION	IRRIGATION
<b>Authorized</b>	0.17 CFS	0.07 CFS
<b>Combined Diversion</b>	<b>0.17 CFS</b>	
<b>Acres</b>	8.6 Acres	6.4 Acres
<b>Acre Limit</b>	<b>15 Acres</b>	
<b>POU Acres</b>	<b>320 Acres</b>	
<b>Volume Limit</b>	38.2 AFA	25.7 AFA

# WATER RIGHT PURCHASE AND SALE AGREEMENT

This WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of this 17<sup>th</sup> day of April, 2006 ("Effective Date") by and between Idaho Water Company, LLC, an Idaho limited liability company whose address is set out in Paragraph 22.1 ("Buyer") and Jay B. Brown and Christine Brown, husband and wife, whose address is set out in Paragraph 22.2 ("Seller"). The term "Party" or "Parties" means either Seller, Buyer, or both, as the context requires. For the reader's convenience, terms are underlined where first defined.

In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the Parties hereby agree as follows:

1. **Water Rights.** Seller owns the following decreed water rights (the "Water Rights"): Water Right Nos. 61-7151 and 61-2188. Both Water Rights employ the same point of diversion, located in T4S, R5E, Sec. 24, SWNE, in Elmore County, Idaho and are appurtenant to the same permissible place of use (the "Irrigated Land") totaling 320 acres, located in T4S, R5E, Sec. 24, NENE (40 acres), NENE (40 acres), NWNE (40 acres), NWSE (40 acres), SWNE (40 acres), SWSE (40 acres), SENE (40 acres), and SESE (40 acres). Water Right No. 61-7151 authorizes the diversion of 492 acre-feet per annum ("AFA") at a maximum diversion rate of 1.4 cubic feet per second ("cfs") (3.28 cfs when combined with Water Right No. 61-2188) for irrigation of a maximum of 123 acres of land (equating to 4.00 acre-feet per acre) within a permissible place of use of 320 acres. Water Right No. 61-2188 authorizes the diversion of 731 AFA at a maximum diversion rate of 3.28 cfs (combined with Water Right No. 61-7151) for irrigation of a maximum of 164 acres of land (equating to approximately ~~4.5~~ <sup>4.5</sup> acre-feet per acre) within a permissible place of use of 320 acres. The Water Rights authorize irrigation of a combined total of 287 acres of land within a permissible place of use of 320 acres. All of the Water Rights are subject to purchase and sale under this Agreement, except that Seller reserves from this purchase and sale a portion of Water Right No. 61-2188 appurtenant to 15 acres of land and a corresponding ~~63.87~~ <sup>63.87</sup> AFA. Seller shall select and identify with specificity the reserved acres by within 30 days of the Effective Date. That portion of the Water Rights that are subject to purchase and sale under this Agreement are referred to herein as the "Purchased Rights." The Purchased Rights collectively authorize the irrigation of 272 acres of land with an annual diversion volume of ~~63.87~~ <sup>1158.72</sup> AFA.

JTB  
DKW

DKW JB

2. **Purchase Price.** The total "Purchase Price" for the Purchased Rights shall be \$ \_\_\_\_\_ (that being \$ \_\_\_\_\_ per acre for each of the 272 acres of land that may be irrigated with the Purchased Rights). A credit for the any Advance Payments paid, and a further adjustment with respect to clearing of Encumbrances pursuant to section 9(c) if applicable, shall be applied to calculate the balance due at Closing, referred to herein as the "Purchase Price Balance."

3. **Advance Payments.** During the Transfer Period (as defined in section 4), Buyer shall pay to Seller "Advance Payments" as follows:

\$15,000.00 payable upon the Effective Date.

\$15,000.00 payable on August 15, 2006.

\$15,000.00 payable on December 1, 2006.

\$15,000.00 payable on the first anniversary of the Effective Date.

The Buyer's obligation to pay Advance Payments shall cease upon Closing or termination of this Agreement.

4. **Transfer Application to IDWR.** Buyer shall have up to two years (the "Transfer Period") from the Effective Date to initiate and complete the transfer of some or all of the Purchased Rights (the "Transfer") to another use. The Transfer includes the transfer application itself and approval thereof, as well as associated administrative proceedings and any judicial review thereof. The Transfer Period shall end upon Closing or termination of this Agreement. The Transfer Period may be extended only upon mutual agreement of the Parties, confirmed in writing. The Transfer will entail one or more applications to the Idaho Department of Water Resources ("IDWR") for the change of any and all of the elements of the Purchased Rights or portion thereof. At Buyer's election, the Closing may be scheduled at any time during or immediately upon the conclusion of the Transfer Period, irrespective of whether the Transfer has been completed. ~~At Buyer's election, the Closing may be scheduled at any time during or immediately upon the conclusion of the Transfer Period, irrespective of whether the Transfer has been completed.~~ Upon the Closing of the Transfer, Buyer shall select which acres of land are appurtenant to the transferred water rights, but will coordinate with Seller prior to initiating or amending a Transfer in an effort to identify for Transfer those Purchased Rights and appurtenant acres such that the Dry-Up under section 13 will minimize disruption of ongoing farm operations by Seller once the Transfer is completed. Buyer shall bear all costs associated with each Transfer. Buyer shall provide Seller a copy of any Transfer application, amendment, or other dispositive filing or order. The Transfer applications may entail a change in any element or condition of the Transfer Rights, or may entail use of the Transfer Water Rights for mitigation or similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer.

5. **Cooperation with Transfer Efforts.** Seller shall cooperate fully with Buyer throughout with each and every Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing the Transfer, including signing and notarizing Transfer applications, authorizations, documents relating to the Snake River Basin Adjudication, and other documents consistent with Buyer's rights under this Agreement. Seller shall cooperate in the development and release of information reasonably requested by Buyer in support of the Transfer, including information regarding historic beneficial use. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer.

6. **Withdrawal of Transfer Application.** At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer application or file a new or revised Transfer application.

7. **Transfer Pending at End of Transfer Period.** If any Transfer application is still pending upon the expiration of the Transfer Period and Closing has not occurred, Buyer shall be obligated to take whatever actions are necessary, at Buyer's sole expense, to terminate and withdraw any pending Transfer application and to fully restore all Transfer Rights to Seller.

8. **Approval of Transfer.** Upon approval of any Transfer by IDWR, if Closing has not already occurred, Buyer must either proceed to Closing or decline the Transfer. Buyer must give notice to Seller of its decision to proceed to Closing or decline the Transfer within 20 days following the effective date of the final approval of the Transfer by IDWR. If Buyer elects not to proceed to Closing, Buyer shall promptly notify IDWR that it declines to accept the Transfer, and Buyer shall take any further action necessary at its sole expense to fully restore to Seller the Transfer Rights. If for any reason Buyer is unable to fully restore Seller's rights, Seller may require Buyer to proceed to Closing.

9. **Encumbrances at Closing.** It is Seller's duty to remove all Encumbrances prior to or at Closing, provided that Seller is entitled to use the proceeds of the sale at Closing to do so. If Seller fails to remove all Encumbrances prior to or at Closing, Buyer may elect to (a) agree with Seller on a new Closing date in order to allow further time for Seller to remove the Encumbrances, (b) terminate this Agreement pursuant to section 20, or (c) waive the failure to remove all Encumbrances and close despite the remaining Encumbrances in which case Buyer shall be entitled to deduct from the Purchase Price the cost associated with removal of any remaining Encumbrances. The cost that may be offset against the Purchase Price shall be based on the amount required to be paid to secured parties or other claimants in order to remove the remaining Encumbrances, but shall not include any attorney fees or other actual or anticipated transaction costs involved in removing the remaining Encumbrances, such transaction costs to be borne by Buyer unless otherwise agreed in writing by the Parties.

10. **Closing.** The term "Closing" means the transaction in which the Purchased Rights are conveyed by Seller to Buyer. Upon Buyer's notice to Seller that Buyer intends to proceed to closing, Buyer and Seller shall agree upon a mutually acceptable time and place, at which time Seller shall sell and convey to Buyer the Purchased Rights. At Closing Buyer shall pay to Seller the Purchase Price Balance. The documents that Seller shall deliver to Buyer at Closing shall include: (a) an executed water rights deed and appropriate exhibits substantially in conformance with the form set out in Exhibit B but corrected or updated as necessary to accurately describe the Purchased Rights, (b) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Rights and the assignment of the appropriate portion of the Snake River Basin Adjudication claim for the Purchased Rights, and (c) any other documents reasonably requested to complete or confirm the conveyance of the Purchased Rights. In the event any of the Purchased Rights are represented by a permit, rather than license or decree, Seller shall convey such right by bill of sale. After closing, Buyer may record the Deed in the records of any county in which the Irrigated Land is located.

11. **Memorandum of Agreement.** Upon Execution of this Agreement, Seller shall execute and deliver to Buyer a Memorandum of Agreement substantially in the form set out in Exhibit A. Buyer may record the Memorandum of Agreement in the records of any county in which the Irrigated Land is located. This Agreement shall not be recorded by either Party. In the

event this Agreement is terminated without Closing, Buyer, at Seller's direction, execute and record a release of such Memorandum of Agreement.

12. **Use and Protection of Water Rights.** Prior to their conveyance to Buyer at Closing, Seller is authorized to continue to use the Purchased Rights on the Irrigated Land or to place the Purchased Rights in the water supply bank and lease them to others for a period not exceeding one year. Seller shall take all necessary and appropriate actions, including use of the water supply bank, that are reasonably necessary to ensure that the Purchased Rights are not forfeited or abandoned in whole or in part and that time does not run toward forfeiture during the Transfer Period. Seller shall keep Buyer fully advised of the status and use of the Purchased Rights during the Transfer Period. At no time during which this Agreement is in effect shall Seller take any action that diminishes the value or utility of the Purchased Rights. Seller shall take all appropriate steps to protect and defend at its own expense the Purchased Rights in the Snake River Basin Adjudication during the Transfer Period.

13. **Dry-Up Obligation.** The obligations in this section are referred to as "Dry-Up." Upon Closing, Seller (including its renters and lessees) shall forever cease to divert the Purchased Rights to irrigate the land appurtenant thereto unless the Parties have entered into a written agreement authorizing the continued use by Seller of the Purchased Rights. If the Closing occurs during the irrigation season (as specified in the applicable permit, license, or decree) and Seller (or any renter or lessee) is then beneficially using some or all of the Purchased Rights, the user may continue such beneficial use of the Purchased Rights during that irrigation season (subject to approval by IDWR), but shall thereafter be subject to the Dry-Up obligation described in this section. If the Closing does not occur during the irrigation season or if, for whatever reason, the Purchased Rights are not then in beneficial use, the Dry-Up obligation described in this section shall take effect immediately upon Closing.

14. **Seller's Disclosure.** No later than 30 days after the Effective Date, Seller shall disclose to Buyer all Encumbrances and any other information available to Seller affecting the validity or value of the Water Rights. Seller shall thereafter timely provide to Buyer any additional such information that becomes available to Seller. Seller promptly shall provide all documents as Buyer may reasonably request to confirm the ownership, condition, status, or transferability of the Water Rights, the Irrigated Land, and the Encumbrances. "Encumbrance" or "Encumbered" refer to any lien, mortgage, deed of trust, claim, security interest, monetary obligation, unpaid tax obligation or assessment, option, lease, license, or other conveyed legal interest upon, affecting or burdening the Irrigated Land or Water Rights (whether or not of record).

15. **Further Inquiry.** At any time while this Agreement is in effect, Buyer or Buyer's agents are authorized to make inquiries of regulatory officials and lenders with respect to the Water Rights, the Irrigated Land, and any Encumbrances. If necessary for purposes of evaluating the Water Rights for Transfer purposes, Seller shall make the Irrigated Land available for inspection to Buyer and Buyer's agents.

16. **Crop Reports.** To the extent such reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Irrigated Land during the last twenty years. Buyer warrants that it has or will obtain any

approvals or authorizations necessary from prior owners or others with interests in the Irrigated Land necessary to secure the release of the crop reports.

17. ***New Encumbrances.*** After the Effective Date, Seller shall not renew, modify, restructure, or refinance the existing Encumbrances or add any new Encumbrance that increases the total net dollar amount required to clear all Encumbrances or otherwise causes the Encumbrances to be more difficult to cure by the time of Closing, without the prior written consent of Buyer, unless Seller secures from its lender in writing advance approval for the complete release of such Encumbrances to enable the conveyance of the Purchased Rights to Buyer at Closing. Upon taking or allowing any action affecting an existing Encumbrance or creating a new Encumbrance (whether or not increasing the total net dollar amount), Seller shall inform Buyer of such action and provide appropriate documentation as requested by Buyer.

18. ***Seller's Representations and Warranties.*** Seller hereby represents and warrants to Buyer, as of the Effective Date of this Agreement and again as of the Closing, as follows:

18.1 ***Authority.*** Seller owns the Water Rights and Irrigated Land in fee simple. Seller has the full legal right, power and authority to enter into and perform this Agreement. Seller has acquired or will acquire by the time of Closing all consents and approvals necessary to enter into and perform this Agreement. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken.

18.2 ***No Defaults.*** Seller is not in default with respect to any of its obligations or liabilities pertaining to the Irrigated Land or the Purchased Rights.

18.3 ***Good Title; Removal of Encumbrances.*** To the best of Seller's knowledge, there are no Encumbrances other than those disclosed to Buyer. Seller warrants that Seller has good and marketable title to the Purchased Rights and is capable of removing and will remove all Encumbrances on the Purchased Rights upon each Closing, provided that Seller is entitled to use the proceeds of each sale to do so.

18.4 ***Appurtenant Water Rights.*** The Purchased Rights are appurtenant to and have been beneficially used to irrigate the Irrigated Land. The authorized place of use for the Purchased Rights is the Irrigated Land and no other. No other water rights are appurtenant to the Irrigated Land for irrigation purposes.

18.5 ***Correct Description.*** The description of the Water Rights set out in the Memorandum of Agreement (together with any exhibits attached thereto) is accurate and complete to the best of Seller's knowledge.

18.6 ***No Supplemental Rights.*** Unless expressly disclosed to Seller in writing, the Purchased Rights have served as the primary source of irrigation water on the Irrigated Land at all relevant times since their inception, and there are no water rights appurtenant to the Irrigated Land other than the Water Rights.

18.7 *No Forfeiture.* To the best of Seller's knowledge, the Purchased Rights have been placed to continual beneficial use on the Irrigated Land, have not been forfeited or abandoned in whole or in part, and have never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Purchased Rights were in an appropriate water bank or were otherwise exempt from forfeiture.

18.8 *Compliance with Conditions.* The use of the Purchased Rights has been and continues to be in compliance with all conditions stated in any applicable permit, license, order, or decree.

18.9 *No Other Claims.* Except for Seller's own Snake River Basin Adjudication claims, and except for orders or general calls for delivery based on conjunctive management of the Eastern Snake Plain Aquifer and the Snake River, Seller has no knowledge of any claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, effecting or relating to the Purchased Rights or the Irrigated Land, nor is Seller aware of any basis for such claim, action, suit, arbitration, proceeding or investigation.

18.10 *Accurate and Complete Information.* To the best of Seller's knowledge, all documents, agreements, and other information that Seller has provided or caused to be provided to Buyer are true and correct in all material respects and do not omit any material fact or condition required to be stated or necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

19. *Automatic Termination.* This Agreement shall terminate at the end of the Transfer Period or upon Closing, whichever occurs first (unless, by mutual agreement, the Parties extend the Closing date beyond the end of the Transfer Period).

20. *Buyer's Termination for Default by Seller.* Buyer may terminate this Agreement at any time for an uncured material default by Seller (including breach of representation or warranty). If Buyer elects to terminate, Buyer first shall provide a written demand to Seller and provide Seller 30 days to cure. If Seller fails to cure within that time, Buyer may terminate this Agreement upon written notice to Seller. In the event of a proper termination by Buyer for Seller's default, Buyer is entitled to pursue any or all of the following remedies. Buyer may (a) seek specific performance of this Agreement, (b) obtain a refund of the any Advance Payments and purchase money paid to Seller, (c) recover all damages incurred by Buyer, and/or (d) pursue all other remedies available at law or in equity. It is the intent of the Parties that these remedies be cumulative to the extent permitted by law and equity, and that they be liberally enforced so as to adequately and completely compensate Buyer.

21. *Seller's Termination for Default by Buyer.* Seller may terminate this Agreement at any time for an uncured material default by Buyer. If Seller elects to terminate, Seller first shall provide a written demand to Buyer and provide Buyer 30 days to cure. If Buyer fails to

cure, Seller may terminate this Agreement upon written notice to Buyer. In the event of a proper termination by Seller for Buyer's default, Seller is entitled to retain any Earnest Money and Advance Payments paid and is also entitled to seek damages or other relief available in law or equity.

22. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered by certified U.S. mail, commercial overnight service, facsimile, email, or hand delivery. Receipt of any notice given by email, facsimile, or hand delivery shall be confirmed in writing or email by the receiving Party. All notices shall be addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal or (b) three days after mailing by certified mail.

22.1 *To Buyer:*

Mr. Delbert G. Kohtz  
President  
Idaho Water Company, LLC  
1135 Valley Road South  
Eden, ID 83325  
Phone: 208-825-5617  
Email: delkohtzidwc@mindspring.com

22.2 *To Seller:*

Mr. Jay B. Brown  
6583 West 54 South  
Mountain Home, ID 83647  
Phone: 208-587-5679

23. **Further Acts.** In addition to the acts recited herein and contemplated to be performed, the Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds, assurances, releases, and authorizations as either Party hereto may reasonably require to consummate the transactions contemplated hereunder.

24. **Own Account.** Seller discloses and Buyer acknowledges that Delbert G. Kohtz is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives. No third party beneficiaries are created by this Agreement.

26. **Idaho Law.** This Agreement shall be governed by the laws of the State of Idaho. The Parties further agree that Idaho law shall apply to and be applied in any arbitration proceedings.

27. **Entire Agreement.** This Agreement is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral.

28. **Amendments.** This Agreement may be modified only in writing, signed by Buyer and Seller.

29. **Headings.** The headings and captions contained in this Agreement are for the convenience of the Parties only and are not intended to alter or limit the meaning of the provisions thereunder.

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

BUYER:

*Idaho Water Co.*  
By:   
Delbert G. Kohtz  
Idaho Water Company  
President

SELLER:

  
Jay B. Brown  
  
Christine Brown

List of Exhibits:

- Exhibit A: Memorandum of Agreement (Form)
- Exhibit B: Water Rights Deed (Form)

MIKE TRGSTON  
859 3669 cell  
375-6850 FAX  
420 BITTERROOT DR  
BOISE, ID 83709

IDAHO WATER COMPANY  
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this April 19, 2006 and between Del Kohiz Idaho Water Company (hereinafter "Seller") and Shekinah Industries Inc hereinafter ("Buyer"). The seller, Del Kohiz 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/annum consumptive of Idaho Water Right # 61-7151 # 61-7188 and the water appurtenant thereto, for \$ ~~440,000~~ per acre foot consumptive of ~~1.0~~ per acre. There are ~~1.0~~ acres or 34 Acre Feet of water included in this agreement. No land is included in this agreement

*[Handwritten initials]*  
11/14/06

2 The total purchase price shall be \$ ~~440,000~~. The entire purchase price shall be paid on the closing date described in paragraph 3 below, less 10% brokers fee and down payment paid at signing. Payment of ~~440,000~~ 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 the contract to Seller shall take place at the law offices of Oivens Pureloy, 277 N 6<sup>th</sup> St, Boise, 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 a change of ownership form will be signed by Idaho Water Co. (Del Kohtz)

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. 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. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC

**OTHER PROVISIONS**

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

SELLERS

*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----

BUYERS

*[Handwritten signature]*  
-----  
SHEKINAH WOOD INC  
-----

1135 Valley Rd So  
Eden Id 83325

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

**THIS AGREEMENT** is made and entered into this June 3, 2006 by and between Del Kohtz of Idaho Water Company (hereinafter "Seller") and Shekinah Industries Inc, Mike Preston of 420 Bitterroot Dr. Boise Idaho 83709 as Principal 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 369+ acres of Idaho Water Right # 61-2154, # 61-2155, # 61-7005, # 61-7119, # 617396, # 61-10878 and the water appurtenant thereto, for \$ [REDACTED] per acre. No land is included in this agreement

2. The total purchase price shall be \$ [REDACTED]. The entire purchase price shall be paid on the closing date described in paragraph 3 below, less [REDACTED] % finders fee and down payment paid at signing. Payment of [REDACTED] 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 the contract to Seller shall take place at the law offices of Givens Pursley, 277 N 6<sup>th</sup> St. Boise, 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 a change of ownership form will be signed by Idaho Water Co. (Del Kohtz)

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. 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. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC. Idaho Water Co. LLC has no control over the consumptive use factor used by Water Resources to calculate the volume of water transferred but will use due diligence to obtain the maximum amount of water for the buyer. Therefore, Buyer accepts the volume of water IDWR transfers out of the purchased Water Rights.

**OTHER PROVISIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SELLERS**

*Idaho Water Co.*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**BUYERS**

*Michael P. [Signature]*  
\_\_\_\_\_  
*Pres. Shebinah [Signature]*  
\_\_\_\_\_

IDAHO WATER COMPANY, LLC

OPTION AGREEMENT
FOR PURCHASE AND SALE OF WATER RIGHTS

THIS OPTION AGREEMENT ("Option Agreement") is entered into as of this 6/2 day of 2006 by and between Idaho Water Company, LLC, an Idaho Limited Liability Company ("Buyer") and Bernard L Brown or Brown Farms LLC ("Seller") For the reader's convenience, terms are underlined when defined

The Parties agree as follows:

1. Exclusive Option. Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, some or all of the Water Rights as defined in section 2. Buyer may exercise the Option only during the Option Period as defined in section 7. Buyer may elect to exercise the Option with respect to any part of the Water Rights, and may continue to exercise the Option incrementally with respect to additional portions of the Remaining Rights as defined in section 2 throughout the Option Period.

2. Water Rights. The term "Water Rights" means the following Water Right No. 61-2154, Water Right No. 61-7396, Water Right No. 61-2155, Water Right No. 61-12378, Water Right No. 61-7005, Water Right No. , Water Right No. , Water Right No. , Water Right No. 61-7119, Water Right No. , Water Right No. The Water Rights irrigate a total of 369 acres of land. The permissible place of use for the Water Rights may be a different number of acres. The term "Remaining Rights" means those Water Rights that remain in the ownership of Seller and to which the Option continues to apply after Buyer has exercised its Option to acquire some but not all of the Water Rights. If Buyer has not yet exercised its Option as to any of the Water Rights, the term "Remaining Rights" shall refer to all of the Water Rights. The Remaining Rights or portion thereof to which any given exercise of the Option applies under section 16 are referred to as the "Purchased Rights"

3. Water Purchase Price. The total unadjusted purchase price for the Purchased Rights shall be \$ , per acre for each acre of land that may be irrigated with the Purchased Rights. A credit for the Earnest Money and any Annual Option Payments paid (to the extent not previously credited at any prior Closing), and a further adjustment pursuant to section 17(d) if applicable, shall be applied to calculate an adjusted purchase price at Closing, referred to herein as the "Water Purchase Price."

Handwritten signatures and names, including "DK Brown" and "Bernard L Brown", are present at the bottom of the page.

4. **Earnest Money.** Upon execution of this Option Agreement, Buyer shall pay to Seller a fee in the amount of \$100 ("Earnest Money"). The Earnest Money is nonrefundable, except in the case of Seller's default as provided in section 28.

5. **Annual Option Payment.** For each year during which the Option is in effect, Buyer shall pay to Seller the amount of \$~~5000.00~~ for every acre of land that may be irrigated with the Remaining Rights at the time the Option is extended ("Annual Option Payment") *\$5000.00 Dec 1, 2006*

*DK  
As contract  
BLB*

6. **Due Diligence Period.** Buyer shall have a 30-day period ("Due Diligence Period") following the Effective Date during which to inspect government records, review information provided by Seller, and take other steps to ascertain the validity and value of the Water Rights. The Due Diligence Period may be extended by written agreement between Buyer and Seller.

7. **Initial Option Period.** If Buyer elects to proceed with the Option Agreement, Buyer shall pay to Seller the first Annual Option Payment no later than the first day following the end of the Due Diligence Period. If Buyer for any reason fails to pay the first Annual Option Payment by that day, this Option Agreement shall be terminated, Seller shall retain the Earnest Money, and neither Party shall have any further obligation to the other Party. Upon timely payment of the first Annual Option Payment, the exclusive Option granted herein shall remain in effect for a period of one year ("Initial Option Period"). The term "Option Period" means Initial Option Period as defined in this section and any extension thereof exercised by Buyer pursuant to sections 8, 9, or 10.

8. **First Option Extension.** At any time prior to the end of the Initial Option Period, Buyer may elect to extend the Initial Option Period for an additional year. In the event Buyer so elects, Buyer shall deliver to Seller written notice of its election together with an additional Annual Option Payment.

9. **Second and Third Option Extensions, Only If Transfer Pending.** If Buyer has initiated a Transfer pursuant to section 11, and the Transfer remains pending before the Idaho Department of Water Resources ("IDWR") during the last month of the Option Period then in effect, Buyer may elect to further extend the Option Period in up to two additional one-year increments. Each time Buyer so elects, Buyer shall deliver to Seller written notice of its election together with an additional Annual Option Payment.

10. **Further Option Extensions by Agreement Only.** Any further extensions of the Option Period beyond those provided in section 9 require the written agreement of Buyer and Seller.

11. **Transfer Application to IDWR.** At any time during the Option Period then in effect, Buyer, in its sole discretion, may elect to file with IDWR one or more applications on behalf of Buyer or Seller to transfer some or all the Remaining Rights. The term "Transfer" includes the transfer application itself as well as associated administrative proceedings and any judicial review thereof. If Buyer elects to Transfer less than all the Remaining Rights, Buyer will coordinate with Seller prior to initiating or amending a Transfer in an effort to identify for

Transfer those Remaining Rights such that the Dry-Up of appurtenant lands under section 21 will minimize disruption of ongoing farm operations by Seller once the Transfer is completed. Those Remaining Rights that are the subject of a particular Transfer are called the "Transfer Rights." Buyer shall bear all costs associated with each Transfer. Buyer shall provide Seller a copy of any Transfer application, amendment, or other dispositive filing or order. The Transfer applications may entail a change in any element or condition of the Transfer Rights, or may entail use of the Transfer Water Rights for mitigation or similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer.

12. **Cooperation with Transfer Efforts.** Seller shall cooperate fully with Buyer throughout with each and every Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing the Transfer, including signing and notarizing Transfer applications, authorizations, and other documents consistent with Buyer's rights under this Option Agreement. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer.

13. **Withdrawal of Transfer Application** At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer application or file a new or revised Transfer application

14. **Transfer Pending at End of Option Period** If any Transfer application is still pending upon the expiration of the Option Period and Buyer has failed to exercise its Option to acquire the Transfer Rights, Buyer shall be obligated to take whatever actions are necessary, at Buyer's sole expense, to terminate and withdraw the Transfer application and to fully restore the Transfer Rights to Seller.

15. **Approval of Transfer.** Upon approval of any Transfer by IDWR, if Buyer has not already exercised its Option with respect to the Transfer Rights, Buyer must either exercise its Option or decline the Transfer. Buyer must give notice to Seller of its decision to exercise or decline within 20 days following the effective date of the final approval of the Transfer by IDWR. If Buyer elects not to exercise, Buyer shall promptly notify IDWR that it declines to accept the Transfer, and Buyer shall take any further action necessary at its sole expense to fully restore to Seller the Transfer Rights. If for any reason Buyer is unable to fully restore Seller's rights, Seller may require Buyer to exercise its Option to acquire the Transfer Rights.

16. **Exercise of Option.** At any time during the Option Period, Buyer may elect to exercise its Option to purchase the Remaining Rights or any portion thereof, whether or not it has initiated or received approval of a Transfer of such rights. Upon such exercise, Buyer shall deliver to Seller written notice of its exercise. The notice shall identify with specificity the Purchased Rights and the land to which the Purchased Rights are appurtenant. If Buyer exercises its Option with respect to fewer than all of the Remaining Rights, Buyer shall cooperate with Buyer in good faith to select acres within the Irrigated Land for Dry-Up in order to minimize disruption of ongoing farming activities. "Irrigated Land" means the land to which the Remaining Rights are appurtenant prior to exercise of the Option. Following each exercise of the Option, the Parties shall proceed to a Closing as provided in section 18

17. **Encumbrances at Closing.** It is Seller's duty to remove all Encumbrances prior to or at Closing, provided that Seller is entitled to use the proceeds of the sale at Closing to do so. If Seller fails to remove all Encumbrances prior to or at Closing, Buyer may elect to (a) agree with Seller on a new Closing date in order to allow further time for Seller to remove the Encumbrances, (b) void the particular transaction involving the Purchased Rights while keeping the Option Agreement otherwise in force, (c) terminate this Option Agreement pursuant to section 28, or (d) waive the failure to remove all Encumbrances and close despite the remaining Encumbrances in which case Buyer shall be entitled to deduct from the Water Purchase Price the cost associated with removal of any remaining Encumbrances. The cost that may be offset against the Water Purchase Price shall be based on the amount required to be paid to secured parties or other claimants in order to remove the remaining Encumbrances, but shall not include any attorney fees or other actual or anticipated transaction costs involved in removing the remaining Encumbrances, such transaction costs to be borne by Buyer unless otherwise agreed in writing by the Parties.

18. **Closing.** The term "Closing" means the transaction in which the Purchased Rights are conveyed by Seller to Buyer. If Buyer elects to exercise the Option incrementally, there will be multiple Closings. Upon exercise of the Option, Buyer and Seller shall agree upon a mutually acceptable time and place, at which time Seller shall sell and convey to Buyer the Purchased Rights. At Closing Buyer shall pay to Seller the Water Purchase Price. The documents that Seller shall deliver to Buyer at Closing shall include: (a) an executed water rights deed and appropriate exhibits substantially in conformance with the form set out in Option Exhibit B but corrected or updated as necessary to accurately describe the Purchased Rights, (b) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Rights and the assignment of the appropriate portion of the Snake River Basin Adjudication claim for the Purchased Rights, and (c) any other documents reasonably requested to complete or confirm the conveyance of the Purchased Rights. In the event any of the Purchased Rights are represented by a permit, rather than license or decree, Seller shall convey such right by bill of sale.

19. **Recording.** Upon Execution of this Option Agreement, Seller shall execute a Memorandum of Option Agreement substantially in the form set out in Option Exhibit A. Buyer may record the Memorandum of Option Agreement in the records of any county in which the Irrigated Land is located. This Option Agreement shall *not* be recorded by either Party. After closing, Buyer may record the Deed in the records of any county in which the Irrigated Land is located.

20. **Use and Protection of Water Rights.** Prior to their conveyance to Buyer at Closing, Seller is authorized to continue to use the Remaining Rights on the Irrigated Land or to place the Remaining Rights in the water supply bank and lease them to others for a period not exceeding one year. Seller shall take all necessary and appropriate actions, including use of the water supply bank, that are reasonably necessary to ensure that the Remaining Rights are not forfeited or abandoned in whole or in part and that time does not run toward forfeiture during the Option Period. Seller shall keep Buyer fully advised of the status and use of the Remaining Rights during the Option Period. At no time during which this Option Agreement is in effect shall Seller take any action that diminishes the value or utility of the Remaining Rights. Seller shall take all appropriate steps to protect and defend at its own expense the Remaining Rights in the Snake River Basin Adjudication during the Option Period.

21. **Dry-Up Obligation.** The obligations in this section are referred to as "Dry-Up." Upon Closing, Seller (including its renters and lessees) shall forever cease to divert the Purchased Rights to irrigate the land appurtenant thereto unless the Parties have entered into a written agreement authorizing the continued use by Seller of the Purchased Rights. If the Closing occurs during the irrigation season (as specified in the applicable permit, license, or decree) and Seller (or any renter or lessee) is then beneficially using some or all of the Purchased Rights, the user may continue such beneficial use of the Purchased Rights during that irrigation season (subject to approval by IDWR), but shall thereafter be subject to the Dry-Up obligation described in this section. If the Closing does not occur during the irrigation season or if, for whatever reason, the Purchased Rights are not then in beneficial use, the Dry-Up obligation described in this section shall take effect immediately upon Closing.

22. **Seller's Disclosure.** Prior to the end of the Due Diligence Period, Seller shall disclose to Buyer all Encumbrances and any other information available to Seller affecting the validity or value of the Remaining Rights. Seller shall thereafter timely provide to Buyer any additional such information that becomes available to Seller. Seller promptly shall provide all documents as Buyer may reasonably request to confirm the ownership, condition, status, or transferability of the Water Rights, the Irrigated Land, and the Encumbrances. "Encumbrance" or "Encumbered" refer to any lien, mortgage, deed of trust, claim, security interest, monetary obligation, unpaid tax obligation or assessment, option, lease, license, or other conveyed legal interest upon, affecting or burdening the Irrigated Land or Water Rights (whether or not of record).

23. **Further Inquiry.** At any time while this Option Agreement is in effect, Buyer or Buyer's agents are authorized to make inquiries of regulatory officials and lenders with respect to the Remaining Rights, the Irrigated Land, and any Encumbrances. If necessary for purposes of evaluating the Remaining Rights for Transfer purposes, Seller shall make the Irrigated Land available for inspection to Buyer and Buyer's agents.

24. **Crop Reports.** To the extent such reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Irrigated Land during the last twenty years. Buyer warrants that it has or will obtain any approvals or authorizations necessary from prior owners or others with interests in the Irrigated Land necessary to secure the release of the crop reports.

25. **New Encumbrances.** After the Effective Date, Seller shall not renew, modify, restructure, or refinance the existing Encumbrances or add any new Encumbrance that increases the total net dollar amount required to clear all Encumbrances or otherwise causes the Encumbrances to be more difficult to cure by the time of Closing, without the prior written consent of Buyer, unless Seller secures from its lender in writing advance approval for the complete release of such Encumbrances to enable the conveyance of the Remaining Rights to Buyer at Closing. Upon taking or allowing any action affecting an existing Encumbrance or creating a new Encumbrance (whether or not increasing the total net dollar amount), Seller shall inform Buyer of such action and provide appropriate documentation as requested by Buyer.

26 ***Seller's Representations and Warranties.*** Seller hereby represents and warrants to Buyer, as of the Effective Date of this Option Agreement and again as of the Closing, as follows:

26.1 *Authority.* Seller owns the Remaining Rights and Irrigated Land in fee simple. Seller has the full legal right, power and authority to enter into and perform this Option Agreement. Seller has acquired or will acquire by the time of Closing all consents and approvals necessary to enter into and perform this Option Agreement. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Option Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken.

26.2 *No Defaults.* Seller is not in default with respect to any of its obligations or liabilities pertaining to the Irrigated Land or the Remaining Rights.

26.3 *Good Title; Removal of Encumbrances.* To the best of Seller's knowledge, there are no Encumbrances other than those disclosed to Buyer during the Due Diligence Period. Seller warrants that Seller has good and marketable title to the Remaining Rights and is capable of removing and will remove all Encumbrances on the Purchased Rights upon each Closing, provided that Seller is entitled to use the proceeds of each sale to do so.

26.4 *Appurtenant Water Rights.* The Remaining Rights are appurtenant to and have been beneficially used to irrigate the Irrigated Land. The authorized place of use for the Remaining Rights is the Irrigated Land and no other. No other water rights are appurtenant to the Irrigated Land for irrigation purposes.

26.5 *Correct Description.* The description of the Water Rights set out in the Memorandum of Option Agreement (together with any exhibits attached thereto) is accurate and complete to the best of Seller's knowledge.

26.6 *No Supplemental Rights.* Unless expressly disclosed to Seller in writing, the Remaining Rights have served as the primary source of irrigation water on the Irrigated Land at all relevant times since their inception, and there are no water rights appurtenant to the Irrigated Land other than the Water Rights.

26.7 *No Forfeiture.* To the best of Seller's knowledge, the Remaining Rights have been placed to continual beneficial use on the Irrigated Land, have not been forfeited or abandoned in whole or in part, and have never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Remaining Rights were in an appropriate water bank or were otherwise exempt from forfeiture.

26.8 *Compliance with Conditions.* The use of the Remaining Rights has been and continues to be in compliance with all conditions stated in any applicable permit, license, order, or decree.

26.9 *No Other Claims.* Except for Seller's own Snake River Basin Adjudication claims, and except for orders or general calls for delivery based on conjunctive management of the Eastern Snake Plain Aquifer and the Snake River, Seller has no knowledge of any claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, effecting or relating to the Remaining Rights or the Irrigated Land, nor is Seller aware of any basis for such claim, action, suit, arbitration, proceeding or investigation

26.10 *Accurate and Complete Information.* To the best of Seller's knowledge, all documents, agreements, and other information that Seller has provided or caused to be provided to Buyer are true and correct in all material respects and do not omit any material fact or condition required to be stated or necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto

27. *Automatic Termination.* This Option Agreement shall terminate at the end of the Option Period or upon Closing the sale of all of the Water Rights (or the last of the Remaining Rights).

28. *Buyer's Termination for Default by Seller.* Buyer may terminate this Option Agreement at any time for an uncured material default by Seller (including breach of representation or warranty). If Buyer elects to terminate, Buyer first shall provide a written demand to Seller and provide Seller 30 days to cure. If Seller fails to cure within that time, Buyer may terminate this Option Agreement upon written notice to Seller. In the event of a proper termination by Buyer for Seller's default, Buyer is entitled to pursue any or all of the following remedies: Buyer may (a) seek specific performance of this Option Agreement, (b) obtain a refund of the Earnest Money and any Annual Option Payments and purchase money paid to Seller, (c) recover all damages incurred by Buyer, and/or (d) pursue all other remedies available at law or in equity. It is the intent of the Parties that these remedies be cumulative to the extent permitted by law and equity, and that they be liberally enforced so as to adequately and completely compensate Buyer

29. *Seller's Termination for Default by Buyer.* Seller may terminate this Option Agreement at any time for an uncured material default by Buyer. If Seller elects to terminate, Seller first shall provide a written demand to Buyer and provide Buyer 30 days to cure. If Buyer fails to cure, Seller may terminate this Option Agreement upon written notice to Buyer. In the event of a proper termination by Seller for Buyer's default, Seller is entitled to retain any Earnest Money and Annual Option Payments paid and is also entitled to seek damages or other relief available in law or equity.

30. *Notices.* Any notice under this Option Agreement shall be in writing and shall be delivered by certified U.S. mail, commercial overnight service, facsimile, email, or hand delivery. Receipt of any notice given by email, facsimile, or hand delivery shall be confirmed in writing or email by the receiving Party. All notices shall be addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may from time to time direct

in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal or (b) three days after mailing by certified mail.

30.1 *To Buyer:*

Mr. Delbert G. Kohtz  
President  
Idaho Water Company, LLC  
1135 Valley Road South  
Eden, ID 83325  
Phone: 208-825-5617  
Email: delkohtzidwo@mindspring.com

30.2 *To Seller:*

Bernard L. Brown  
655 E 14th St  
Htn. Home, Id 83647

31 **Further Acts.** In addition to the acts recited herein and contemplated to be performed, the Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds, assurances, releases, and authorizations as either Party hereto may reasonably require to consummate the transactions contemplated hereunder.

32 **Own Account.** Seller discloses and Buyer acknowledges that Delbert G. Kohtz is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer

33 **Successors and Assigns.** This Option Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives. No third party beneficiaries are created by this Agreement.

34 **Idaho Law.** This Option Agreement shall be governed by the laws of the State of Idaho. The Parties further agree that Idaho law shall apply to and be applied in any arbitration proceedings.

35 **Entire Agreement.** This Option Agreement is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral.

36 **Amendments.** This Option Agreement may be modified only in writing, signed by Buyer and Seller.

37 **Headings.** The headings and captions contained in this Option Agreement are for the convenience of the Parties only and are not intended to alter or limit the meaning of the provisions thereunder.

38 **Severability.** The invalidity or unenforceability of any provision of this Option Agreement shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement

BUYER:

By: Idaho Water Co LLC  
Delbert G. Kohtz  
Delbert G. Kohtz  
Idaho Water Company  
President

SELLER:

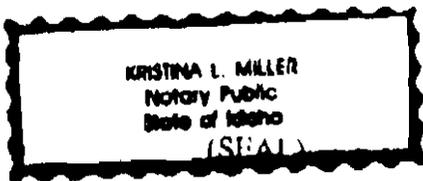
By: Bernard A. Brown  
Brown Farms LLC

STATE OF IDAHO

County of Elmore )  
  ) ss.  
  )

On this 2 day of June, 2006, before me the undersigned a Notary Public in and for said State, personally appeared Delbert Kohtz and Bernard A. Brown, known to me 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 hereunto set my hand and seal the day and year in this certificate first above written.



Kristina L. Miller  
Notary Public for Idaho  
Residing at US Bank Alto Home, ID  
My Commission Expires 2.7.2012

- Exhibits:
- Option Exhibit A: Memorandum of Option Agreement
- Option Exhibit B: Water Rights Deed