

RECEIVED

SEP 02 2005

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): See Exhibit "F" to Purchase and Sale Agreement attached hereto; also change ownership of the following rights:
Adjudication Claim No(s): 78-02029, 78-00143B, 78-00142A, 78-00143A, 78-04282
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question. **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.
3. Name and Address of Former Owner/Claimant: M Resorts, Ltd.
One Market Place-33rd Fl., San Diego, CA 92101
4. New Owner/Claimant(s): McNeal Family Limited Partnership
New Mailing Address: P.O. Box 3010
City, State and ZIP Code: Alpine, WY 83128
New Telephone Number: 307) 883-2272
5. Date you acquired the property: October 20, 1999
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
n/a

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s): [Signature] V.P. MCNEAL CORP
GENERAL PARTNER MCNEAL FAMILY LTD PARTNERSHIP
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

WARRANTY DEED

FOR VALUE RECEIVED, M RESORTS, LTD., an Idaho Limited Partnership, as Grantor, does hereby grant, bargain, sell, and convey unto the McNEAL FAMILY LIMITED PARTNERSHIP, a Wyoming limited partnership, whose address is P.O. Box 3010, Alpine, Wyoming 83128, as Grantee, the following described real property situated in Adams County, Idaho, to-wit:

See Exhibit "D-1", attached hereto and incorporated herein by reference.

Subject to easements, liens or encumbrances of record or visible on the property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor hereby covenants to and with said Grantee, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above, and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 19th day of October 1999.

M RESORTS, LTD., an Idaho limited partnership
BY: M Resorts, Inc., an Idaho corporation
General Partner

By:

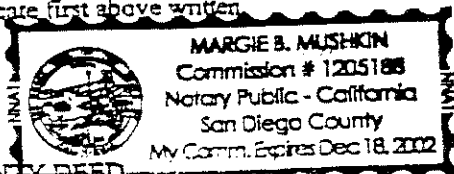
BRADFORD N. RAULSTON
Vice President of Operations

INSTRUMENT NO. 97056
State of Idaho)
County of Adams) ss.
Filed for record at the request of
Timberline Title & Escrow
41 min. past 4 o'clock 2 P.M.
this 20 day of Oct, 1999
by MICHAEL FISK, RECORDER
Peggy Link Deputy
Fee \$ 18.00

STATE OF California)
(ss.
County of San Diego)

On this 19th day of October, 1999, before me, Margie B. Mushkin a Notary Public in and for said State, personally appeared BRADFORD N. RAULSTON, known or identified to me to be the Vice President of Operations of the corporation which is a general partner of the partnership of M RESORTS, LTD., and subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Margie B. Mushkin
NOTARY PUBLIC FOR State of California
Residing at: One Market Place, San Diego, CA
My Commission Expires: December 18, 2002

PARCEL 1

Parcels A, B, C, D, E, F-2, G, H, J, K, L, P, Q, R, W, X, Y, and Z, Lot 3, Block 30; Lot 17, Block 26 of MeadowRidge Estates, also known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat recorded in Book 2 Plats page 8, records of Adams County, Idaho.

EXCEPTING a parcel of land situate in the NE1/4 of the NE1/4 of Section 11, T 19N Recorded 12., B.M., being a portion of Parcel L. Meadowridge Estates, as shown on the official plat thereof recorded as Instrument Number 83905 in the office of the Recorder of Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 1, 2, 11 and 12, T 19 N R1 E., B.M., Adams County, Idaho; thence S. 00 degrees 27' 20" E., 530.30 feet along the line common to said Sections 11 and 12; thence S. 89 degrees 53' 05" W., 123.19 feet to the west right-of-way of Hot Springs Road; thence, 97.48 feet along a non-tangent curve to the left whose long chord bears S. 05 degrees 23' 04" E., 97.35 feet, whose radius is 530.00 feet and delta angle is 10 degrees 32' 19" along said right-of-way; thence 93.82 feet along a non-tangent curve to the right whose long chord bears S. 04 degrees 56' 07" E., 93.66 feet, whose radius is 470.00 feet and delta angle is 11 degrees 26' 13" along said right-of-way; thence S 00 degrees 46' 59" W., 264.39 feet along said right-of-way to a 1/2" rebar marking the south east corner of Parcel M. said Meadowridge Estates, the REAL POINT OF BEGINNING:

Thence, continuing S 00 degrees 46' 59" W., 80.00 feet to a 1/2" X 24" rebar,

Thence, West, 80.69 feet to a 1/2" X 24" rebar,

Thence, N. 08 degrees 14' 12" E., 80.82 feet to a 1/2" X 24" rebar at the southwest corner of said Parcel M,

Thence, East, 70.20 feet to the Point of Beginning.
Bearings based on the plat of Meadowridge Estates.

TRACT 2

The right-of-way of Forty-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of Kimberland Meadows Subdivision as recorded in Book 1 Plats page 48, records of Adams County, Idaho.

TRACT 3 (MARRS SOUTH PARCEL)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
A portion of the NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly described as follows:

Commencing at the NW corner of Section 12, T19NR1EBM, a brass cap;

Thence North 88°47'46" East 2750.00 feet along the Northerly boundary of said Section 12 to a 5/8" rebar on the Westerly right-of-way line of State Highway 95;

Thence 125.84 feet along a non-tangent curve to the right whose long chord bears South 00°35'22" West 125.84 feet, radius is 11409.16 feet and delta angle is 00°37'53" along said right-of-way to a 5/8" rebar;

Thence South 00°54'19" West 1408.19 feet along said right-of-way to a concrete right-of-way monument, Station 111+00;

CONTINUED

EXHIBIT 'A' CONTINUED
ORDER NO. 100-99-429

Thence South $00^{\circ}53'39''$ West 221.77 feet along said right-of-way to a $1/2''$ rebar, the REAL POINT OF BEGINNING;
Thence continuing South $00^{\circ}53'39''$ West 886.40 feet along said right-of-way to its intersection with the Southerly boundary of said NW1/4 of Section 12 to a $1/2''$ rebar;
Thence South $88^{\circ}52'50''$ West 2688.06 feet to the West $1/4$ corner of said Section 12, a $5/8''$ rebar;

Thence South $88^{\circ}44'01''$ West 51.65 feet to a $5/8''$ rebar on the Easterly right-of-way of a County Road as shown on the official plat of Kimberland Meadows Subdivision No. 3 filed in Book 1 Plats page 51, records of Adams County, Idaho;

Thence along said County Road right-of-way:

27.05 feet along a non-tangent curve to the left whose
log chord bears North $00^{\circ}38'57''$ West 27.06 feet, radius
is 4030.00 feet and delta angle is $00^{\circ}23'04''$ to a $5/8''$
rebar;

Thence North $00^{\circ}50'29''$ West 858.95 feet to a $1/2''$ rebar;

Thence North $88^{\circ}52'50''$ East 2766.48 feet to the REAL POINT OF
BEGINNING.

EXCEPTING from Tract 3: A parcel of land situate in the NW1/4NW1/4 of Section 12, T. 19 N., R 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 1, 2, 11 and 12, T 19 N R 1 E B.M., Adams County, Idaho; thence S 00 degrees $27' 20''$ E., 1072.39 feet along the line common to said Sections 11 and 12; thence S. 89 degrees $13' 01''$ E., 96.19 feet to a $1/2''$ X $24''$ rebar, the Real point of beginning:

Thence, continuing S. 89 degrees $13' 01''$ E., 147.58 feet to a $1/2''$ X $24''$ rebar,

Thence S. 00 degrees $46' 59''$ W., 147.58 feet to a $1/2''$ X $24''$ rebar,

Thence N. 89 degrees $13' 01''$ W., 147.58 feet to a $1/2''$ x $24''$ rebar,

Thence N. 00 degrees $46' 59''$ E., 147.58 feet to the Point of Beginning.

CONTINUED

TRACT 4

Parcel B, Block 13, Lot 2 Block 10, Lots 1 and 3, Block 19, Lot 13, Block 14 of MeadowCreek Subdivision No. 2 formerly known as Kimberland Meadows Subdivision No. 2 as per name change recorded as Inst. No. 84350 and as set forth on the plat of said Subdivision on file and of record in the Adams County Recorders office Book 2 of Plat at page 2.

TRACT 5 (Riverside Park)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 1: A parcel of land more particularly described as follows:
Commencing at the section corner common to Sections 1, 2, 11 and 12, said Township and Range, a brass cap monument;

Thence North $88^{\circ} 47' 46''$ East on the Section line common to said Sections 1 and 12, 2233.99 feet to a point;

Thence North $01^{\circ} 12' 14''$ West 80 feet to a point on the North right-of-way of Forty-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of Kimberland Meadows Subdivision as recorded in Book 1 Plats page 48, in the Adams County Recorder's Office, said point being the REAL POINT OF BEGINNING;

Thence South $88^{\circ} 47' 46''$ West 1037.14 feet on the North right-of-way of the said Forty-Fifth Parallel Drive to a point on the said right-of-way;

Thence North $01^{\circ} 12' 14''$ West 840 feet to a point;

Thence North $88^{\circ} 47' 46''$ East 1037.14 feet to a point;

Thence South $01^{\circ} 12' 14''$ East 840 feet to the REAL POINT OF BEGINNING.

TRACT 6

Building 2 Tamarack, Dwelling Unit 103, of the MeadowCreek Lodging Suites, Amended Plat of Kimberland Meadows Condominiums, Inc., Phase 1 appearing in the records of Adams County, Idaho, in Book 2 Plats page 12, and as defined for MeadowRidge Estates, aka Kimberland Meadows Subdivision No. 3 Amended, recorded as Instr. No. 83905, and First Amended Plat recorded January 10, 1995 in Book 2 Plats page 15 as Instr. No. 87255.

CONTINUED

TRACT 7 (Equestrian Center)

A parcel of land located in Section 2, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho more particularly described as follows:
Commencing at the 4 corner common to Section 35, Township 20 North, Range 1 East, Boise Meridian and Section 2, Township 19 North, Range 1 East, Boise Meridian, a brass cap monument;
Thence North 89° 17' 47" East 1315.01 on the Section line to the East 1/16 corner common to said Sections 35 and 2, a 5/8" steel pin with an aluminum cap, and being the REAL POINT OF BEGINNING
Thence South 01° 20' 53" West 1349.54 feet to a point, said point being the Northeast 1/16 corner of said Section 2, a 5/8" steel pin with an aluminum cap;
Thence South 01° 20' 53" West 501.55 feet to a point, said point being the Northwest corner of Lot 1, Block 8 of Meadowcreek Subdivision as shown on the official plat thereof on file in the Adams County Recorder's Office in Book 1 Plats page 48, a 4" steel pin;
Thence North 89° 59' 47" West 43.97 feet to a point 30 feet East of the approximate centerline of Hot Springs Road;
Thence along and 30 feet East of said approximate center line of Hot Springs Road the following courses and distances:
North 07° 41' 34" West 215.34 feet to a point; thence
North 07° 43' 22" West 526.94 feet to a point; thence
North 11° 09' 47" West 643.46 feet to a point; thence
North 10° 52' 33" West 341.18 feet to a point; thence
North 04° 04' 55" East 244.76 feet to a point on the Section line
Common to said Sections 35 and 2; thence
North 89° 17' 47" East 361.06 feet on said Section line to the REAL POINT OF BEGINNING.

TRACT 8 (North Parcel)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Sections 11 and 12: A parcel of land being a portion of the NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly described as follows:
Commencing at the Northwest corner of said Section 12, a brass cap, the REAL POINT OF BEGINNING
Thence North 88° 47' 46" East 2750.00 feet along the Northerly boundary of said Section 12 to the Westerly right-of-way line of State Highway 95 to a 5/8" rebar;
Thence 123.24 feet along a non-tangent curve to the right whose long chord bears South 00° 35' 10" West 125.84 feet, radius is 11409.16 feet and delta angle is 00° 37' 55" along said right-of-way to a 5/8" rebar;
Thence South 00° 54' 19" West 749.66 feet along said right-of-way to a 4" rebar;
Thence South 88° 51' 00" West 2780.63 feet to a 4" rebar on the Easterly right-of-way of a County Road as shown on the official plat of Meadowcreek Subdivision No. 2 formerly known as Kimberland Meadows No. 2 as per amended name change recorded July 13, 1993 as Instr. No. 84350 (Parcel A) and Meadowcreek Subdivision No. 3, formerly known as Kimberland Meadows Subdivision No. 3, as per amended name change recorded July 13, 1993 as Instr. No. 84350, and MeadowRidge Estates aka Kimberland Meadows Subdivision No. 3, Amended;
Thence along said County Road right-of-way North 00° 46' 59" East 151.83 feet to a 5/8" rebar;
Thence 105.79 feet along a curve to the left whose radius is 530.00 feet and delta angle is 12° 26' 13" to a 5/8" rebar;
Thence 85.45 feet along a curve to the right whose radius is 470.00 feet and delta angle is 12° 32' 19" to a 5/8" rebar;
Thence 136.38 feet along a curve to the right whose radius is 2970.00 feet and delta angle is 03° 35' 44" to a 5/8" rebar;
Thence North 03° 29' 49" East 343.97 feet to a 5/8" rebar;
Thence North 88° 34' 44" East 32.59 feet to the REAL POINT OF BEGINNING.

CONTINUED

EXHIBIT 'A' CONTINUED
ORDER NO. 100-99-429

INSTRUMENT NO. 9705
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TRACT 9 (Middle Parcel)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Sections 11 and 12: A parcel of land being a portion of the NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly described as follows:

Commencing at the Northwest corner of said Section 12, a brass cap;

Thence North 38° 47' 46" East 2730.00 feet along the Northerly boundary of said Section 12 to a 5/8" rebar on the Westerly right-of-way line of State Highway 95;

Thence 125.94 feet along a non-tangent curve to the right whose long chord bears South 00° 35' 20" West 125.94 feet, radius is 11409.16 feet and delta angle is 00° 37' 55" along said right-of-way to a 5/8" rebar;

Thence South 00° 54' 19" West 749.66 feet along said right-of-way to a 1/2" rebar, the REAL POINT OF BEGINNING;

Thence continuing South 00° 54' 19" West 538.53 feet to a concrete right-of-way monument, Station 111+00;

Thence South 00° 53' 39" West 221.77 feet along said right-of-way to a 1/2" rebar;

Thence South 88° 52' 50" West 2766.48 feet to a 1/2" rebar on the Easterly right-of-way of a County Road as shown on the official plat of MeadowCreek Subdivision No. 3, formerly known as Kimberland Meadows Subdivision No. 3, as per amended name change recorded July 13, 1993 as Instr. No. 84330 and MeadowRidge Estates aka Kimberland Meadows Subdivision No. 3 Amended;

Thence along said county Road right-of-way North 00° 50' 29" West 413.21 feet to a 5/8" rebar;

Thence 27.50 feet along a curve to the right whose radius is 970.00 feet and delta angle is 01° 37' 28" to a 5/8" rebar;

Thence North 00° 46' 59" East 432.80 feet;

Thence North 88° 51' 00" East 2780.63 feet to the REAL POINT OF BEGINNING.

TRACT 10

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 12: NE1/4SW1/4

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of OCTOBER, 1999, by and between M RESORTS, LTD., an Idaho limited partnership, whose address is One Market Place, Thirty-Third Floor, San Diego, California, 92101, (hereinafter "Seller"), and the McNEAL FAMILY LIMITED PARTNERSHIP, a Wyoming limited partnership, whose address is P.O. Box 3010, Alpine, Wyoming 83128, (hereinafter referred to as "Buyer").

RECITALS

Seller is the owner of certain real property which is located in Adams County, Idaho, and which is more particularly described in the attached **Exhibit "A"**, which is incorporated herein by reference (hereinafter "the Property").

As described in Section 11 below, Seller is attempting to complete an agreement with the MeadowCreek POA regarding property assessment arrearages, prospective Schedule E assessments, and acceptance by the POA of all Phase III common amenities ("POA Agreement"). Close of this transaction is contingent upon a POA Agreement being reached, the terms and form of which must be acceptable to both Buyer and Seller. As part of this POA Agreement, Seller will transfer certain real property to the POA which is included in the "Property" described at Exhibit "A". Said real property to be transferred to the POA, which is expressly excluded from this sale, and expressly excluded from the term "Property" for purposes of this Agreement, is as follows:

- (a) Trap Shoot Parcel, more particularly described at the attached **Exhibit "B"**;
- (b) A one-half acre Well Site, the legal description for which shall be provided to Seller on or before **October 8, 1999**; and,
- (c) A Water Storage Site located adjacent to the golf course, the legal description for which shall be provided to Seller on or before **October 8, 1999**.

Also as part of the POA Agreement, Seller intends to grant an Easement to the POA from Hot Springs Road to the Well Site. The legal description for said Easement shall be provided to Seller on or before **October 8, 1999**. Buyer shall purchase the Property, subject to the easement.

Seller is the owner of certain personal property, inventory, fixtures, furniture, vehicles, and assets which are located on the Property and which are associated with Seller's operation of MeadowCreek, a resort. These assets are more particularly described in the attached **Exhibit "C"**, which is incorporated herein by reference (hereinafter referred to, collectively, as "the Resort Assets").

The parties have reached agreement on the terms and conditions of a purchase by Buyer from Seller of the Property and the Resort Assets. The parties desire to memorialize the terms of the aforesaid transaction.

NOW, THEREFORE, in consideration of the payments, promises, covenants and considerations set forth herein, and in the closing documents of sale being executed concurrently herewith, the parties agree as follows:

1. **CONVEYANCE:** For and in consideration of the payments, covenants, promises and agreements on the part of Buyer, which are memorialized herein and in the documents of sale being executed concurrently herewith, Seller agrees to convey to Buyer the Property and the Resort Assets.

2. **EXCLUDED PROPERTY:** The following personal property and assets are expressly excluded from the sale:

- (a) Sales office inventory, excluding Osprey equipment;
- (b) Restaurant food inventory;
- (c) All accounts receivable derived from the operation of the business for services rendered or goods sold by Seller prior to the Closing Date shall remain the property of Seller; Buyer shall have no responsibility for processing, billing or collecting such accounts receivable;
- (d) The MeadowCreek logo (the name "MeadowCreek" is included in the sale; however, the logo is not); cash-on-hand and any other assets tangible or intangible, of the MeadowCreek Resort, which are not expressly identified in the attached Exhibits "A" or "C";

3. **EARNEST MONEY:** Buyer has deposited with Closing Agent, as defined herein, the sum of _____ (_____, _____) as Earnest Money, receipt of which is hereby acknowledged by Seller. This Earnest Money shall be fully refundable to Buyer at any time, at Buyer's sole discretion prior to the last day of the Due Diligence Period, defined at Section 5 below. Upon the expiration of the Due Diligence Period, or, if earlier, upon the waiver by Buyer of the conditions set forth in herein, the Earnest Money shall be increased by an additional _____ to the entirety of which shall become nonrefundable on that date. After that point, the only circumstance under which the Earnest Money shall be refundable is if, despite Buyer's performance of and compliance with all of the terms of this Agreement, Seller refuses to close the transaction or otherwise materially breaches the terms of this Agreement. Upon Closing, the Earnest Money shall be applied toward Buyer's payment of the Purchase Price.

4. **PURCHASE PRICE:** Buyer shall pay to Seller the total sum of _____ (_____, _____) for the Property and the Resort Assets, which sum shall be paid as follows:

(a)) in Earnest Money; and,

(b)) in cash, or by certified or cashier's check, at Closing.

5. **DUE DILIGENCE PERIOD:** This Agreement is subject to and conditioned upon the Buyer's unconditional right to inspect, review, test, examine and approve, in Buyer's absolute discretion, the records pertaining to the Property and the Resort Assets, including, but not limited to the following:

- (a) Water rights and water shares;
- (b) Inspection of all wells, including flow, potability and pumps;
- (c) Title Commitment, including exception issued by Closing Agent;
- (d) ALTA survey of the Property;
- (e) Building inspections, including structure and operating system including HVAC;
- (f) Kimberland Meadows Homeowner's Associations bylaws and assessments;
- (g) Liquor, beer and wine licenses;
- (h) Lease agreements associated with the Property and the Resort Assets;
- (i) CC&Rs affecting the Property;
- (j) Environmental issues, including Phase 1 & 2;
- (k) Sewer/septic system, including proposed plans for expansion;
- (l) Irrigation system;
- (m) All plats and plans related to the construction and expansion of the Property and the Resort Assets including irrigation system;
- (n) Historical income, balance sheet and tax returns for the five (5) immediately preceding calendar years;
- (o) Detailed current depreciation schedule;
- (p) All information and documentation regarding the formation, operation and dissolution of the MeadowCreek Resort, including the Property and the Resort Assets, as a private club;
- (q) Any employment agreements, including benefit, retirement and welfare plans;
- (r) All contracts to the Property and the Resort Assets, including golfing privileges;
- (s) Information or any notice from governmental authorities or potential litigation regarding the Property and the Resort Assets;
- (t) Appraisals of the Property and the Resort Assets;
- (u) Inspection records for the pool;
- (v) Chemical records for the Property and the Resort Assets;
- (w) Any litigation claims whether evidenced by suit or claim;
- (x) Any governmental notices;
- (y) Equipment warranties;
- (z) Zoning compliance;

- (aa) Certificate of Occupancy;
- (bb) Flood plain information;
- (cc) Wetland/Riparian issues; and,
- (dd) All documentation regarding the trade name "MeadowCreek".

This Due Diligence Period shall expire and Buyer's contingencies shall be deemed waived at 5:00 p.m. Mountain Standard Time on **October 15, 1999**, unless Buyer has, by then, served on Seller a written notice of intent to not proceed with the transaction.

Seller shall cooperate and deliver to Buyer on or before **September 24, 1999**, all documents within its possession and/or control reasonably associated with the above items (a) through (dd).

Seller hereby grants to Buyer, and its authorized representatives, the right to enter upon the Property during normal business hours or if the golf course is closed for the season at any time, for the purpose of making such examinations, including, but not limited to, soil samples, engineering studies or environmental assessments that Buyer may desire or require. In the event that Buyer elects to conduct any assessments of or perform any testing on the property Buyer shall provide Seller with advance notice of such testing, shall not interfere with any ongoing operations of Seller, and shall return the property to its pre-existing condition upon completion of the testing.

6. **CLOSING:** Closing shall occur on or before **October 20, 1999** ("Closing" or "Closing Date"). The Closing Agent shall be Timberline Title Company.

Closing costs and any other miscellaneous expenses of closing are to be divided equally between the parties. Real and personal property taxes, sales taxes, and general and special assessments shall be prorated as of the Closing Date with Seller responsible for the period prior to the Closing Date and with Buyer responsible therefor for the period from and after the Closing Date.

7. **MEANS OF CONVEYANCE OF TITLE:**

(a) **The Property:** Title to the Property shall be conveyed to the Buyer by Warranty Deed, a copy of which is attached hereto as **Exhibit "D"**. Title to the Property shall be conveyed free of liens, encumbrances or easements, save and except those which are visible on the Property and those of record. Timberline Title Company shall issue a Preliminary Title Commitment in favor of Buyer obligating Timberline Title to issue a standard owner's ALTA policy of title insurance on the Property, with liability in the amount of the purchase price which is allocated to the Property, insuring fee title to the Property vested in Buyer, subject only to the exceptions specified herein. The policy shall be provided at Seller's expense.

(b) **The Resort Assets:** Title to the Resort Assets shall be transferred by Seller to Buyer by means of the Warranty Bill of Sale, a true and accurate copy of which

is attached hereto as Exhibit "E"; and, in the case of motor vehicles, by means of transfers of titles. Seller's title to and interest in the Resort Assets shall be transferred to Buyer, free and clear of any liens, encumbrances or indebtedness.

8. **OPERATION OF RESORT:** Seller intends to close the golf course to public play effective September 19, 1999. Thereafter, the course shall be maintained in a playable condition; however, mowing, watering, and maintenance shall be scaled back from peak summer levels. After September 19, founding members and season pass holders shall continue to have the right to play the course until it closes for the season. Seller does not intend to operate the pro shop, to sell food and beverage, to rent golf carts, or to operate the swimming pool and tennis courts after September 19. Seller does not intend to maintain any but essential golf course related employees after September 19.

Seller shall undertake the following obligations with regard to the Resort Assets until the Closing Date:

(a) Specific Duties. Except as stated hereinabove, Seller shall operate all phases of the Property and the Resort Assets in accordance with the present operation which shall include golf play, food and beverage sales, pro shop sales, equipment and golf cart rentals, season pass sales, use of the swimming pool and tennis courts, marketing of the Resort Assets, and publication, direction and supervision of special events regarding the Resort Assets.

(b) Repairs. Seller shall make or cause to be made such ordinary repairs and alterations to the Property and Resort Assets as are reasonable and necessary for operation and management of the Resort Assets.

(c) Machinery. Seller shall replace or cause to be replaced, by purchase or in such other manner, all machinery and equipment listed on the attached Exhibit "C" as a Resort Asset which is at the end of the useful life of such machinery or equipment.

(d) Licenses and Permits. Seller shall use its best efforts to maintain in place all permits, licenses, water rights and registrations regarding the Property and the Resort Assets. Seller agrees to indemnify Buyer for the loss of any permit, license, water right or registration caused by the negligence of Seller.

(e) Rules and Regulations. Seller shall use its best efforts to operate and manage the Property in compliance with all federal, state and municipal laws, ordinances, rules, regulations, orders, and guidelines related to the use, operation, repair and maintenance of the Property and the Resort Assets.

(f) Employees. Seller will use its reasonable efforts to retain the services and goodwill of the employees of Seller located at or connected with the operation of the Resort Assets.

(g) Insurance. Seller will maintain in force the existing hazard and liability insurance policies, or comparable coverage, for the Property and Resort Assets as now in effect.

(h) Compensation. Seller will not increase the compensation or other benefits or bonuses payable or to become payable to any of the Seller's employees connected with the operation of the Business, except for increases substantially in accordance with existing employment practices disclosed to and approved by Buyer, if any or except for increase which will not affect Buyer's operations of the Resort Assets after closing.

(i) Contracts. Seller will not enter into any contract or commitment affecting the Property and/or the Resort Assets except in the ordinary course of business and Seller will advise Buyer of any contracts or commitments which it enters into, whether in the ordinary course of business or otherwise.

(j) Access. During normal business hours, Seller will provide Buyer and its agents with access on 24 hours notice, to the Property and the Resort Assets; provided Buyer does not interfere with the operation of the business operations and at such times Seller shall permit Buyer to inspect the books and records and the physical and structural condition of the Property and the Resort Assets.

(k) Obligations. Seller will timely pay all obligations which are due and payable with respect to the Property and the Resort Assets.

Seller does not intend to perform the acts necessary to prepare the Resort Assets for winterization. Such acts will be the obligation of Buyer, and include, but are not limited to, fertilization, drainage of all sprinkler systems, pool winterization, building winterization to ensure preservation of the Resort Assets in good repair and for standard opening for the 2000 season.

9. **WATER RIGHTS:** Buyer acknowledges: that there are a number of alleged water rights which are claimed to be appurtenant to the Property; that these rights are subject to the ongoing adjudication being conducted by the Idaho Department of Water Resources; that the adjudication process will resolve the validity, priority, quantity and details of each alleged water right; and, that Seller, therefore, cannot and does not in fact make any warranty regarding the water rights which might be appurtenant to the Property. Attached hereto as **Exhibit "F"** is a listing of the water rights for which Seller has submitted claims with the Idaho Department of Water Resources. Seller hereby agrees to "quitclaim" and transfer, without warranty, all of its interest in such rights, as appurtenances to the Property.

Seller and Buyer agree to execute such documents as are necessary to facilitate the assignment of water rights from Seller to Buyer and the retention of water rights by Seller as described herein. Buyer shall be responsible for preparation of the documents necessary to effectuate the assignment of the water rights to be transferred from Seller to Buyer.

10. **ASSIGNMENT OF LICENSES AND LEASES:** Seller and Buyer agree to execute such documents as are necessary to facilitate the transfer and/or assignment of the following:

- (a) Liquor, beer and wine licenses;
- (b) Any assignable warranties or guarantees in connection with the Property or the Resort Assets;
- (c) Any assignable equipment leases in connection with the Property or the Resort Assets; and,
- (d) Any assignable service contracts in connection with the Property or the Resort Assets.

Buyer shall be responsible for preparation of the documents necessary to effectuate said transfers and/or assignments from Seller to Buyer.

The liquor, beer and wine licenses for the MeadowCreek Golf and Field Club are held in the names of Torrey-Payette Lake Properties, Inc., and Christopher Lane. The attached agreement to execute such documents as are necessary to facilitate the transfer and/or assignment of the same shall be executed on or before October 15, 1999 (attached hereto as **Exhibit "H"**).

To the extent that Seller is currently liable under any lease or contract to be assigned, and any such assignment requires the continued liability of Seller, Buyer shall release, acquit, discharge, indemnify and hold harmless Seller, and Seller's representatives, principals, directors, officers, successors, assigns, agents, servants, and employees, and their respective heirs, estates, representatives and any and all persons acting for, by or through or in any way on behalf of, the said released persons or any of them, jointly and severally, from all claims of every kind, actions, causes of action, damages, liability and demands of every and whatever kind, name or nature in any way having to do with the aforesaid leases and contracts.

11. **MEADOWCREEK PROPERTY OWNER'S ASSOCIATION/SEWER LAGOONS/AMENITIES:** Buyer understands that the roads, water system, sewer system, cable, utilities and lagoon system which service the MeadowCreek Subdivision, within which the Property is located, are owned and operated by the MeadowCreek Property Owner's Association. Buyer further understands that the Property is subject to annual assessments by the Property Owner's Association and that, under the Articles of Incorporation and Bylaws which govern the Association, there are no voting rights appurtenant to the Property. Buyer has had the opportunity to and has in fact reviewed the various Articles, Bylaws, Covenants and Restrictions, and documents which govern the relationship between the Property Owner's Association and the owner of the Property. As part of the due diligence conducted by Buyer prior to the closing of this sale, Buyer will have satisfied itself as to all potential issues, claims, contentions, or potential conflicts which might exist by and between the Property Owner's Association and Seller, or between the Property Owner's Association and the prospective owner of the Property.

Seller has reached a preliminary agreement with the MeadowCreek POA regarding property assessment arrearages, prospective Schedule E assessments, and acceptance by the POA

of all Phase III common amenities. Seller shall work diligently and in good faith with Buyer to reduce this agreement to a written agreement prior to closing. A draft of a written agreement has been completed which details said issues, and which will be provided to Buyer as part of the Due Diligence request. Seller shall not be required to close unless, at or before closing, the POA executes a document, in form acceptable to Seller, accepting the Phase III common amenities. Buyer shall otherwise be responsible for and shall release Seller from any claims of any kind regarding outstanding issues with the POA related to the Property or the Resort Assets save and except that POA assessments shall be prorated effective the date of and paid at Closing.

Buyer further understands and acknowledges that the sewer lagoon system which services the MeadowCreek Subdivision and the Property is regulated by the State of Idaho. Seller makes absolutely no warranty or representation regarding the lagoon system. Buyer understands that it is the State of Idaho's position that the lagoon system has no capacity for any further lots, condominiums, or hookups, in addition to those which would result from the development of the lots which are currently platted within the Subdivision.

12. **PRIOR PRIVATE CLUB:** Buyer acknowledges that Seller operated the MeadowCreek Resort, including the Property and the Resort Assets, as a private club for a period of time and that such club has since been dissolved. During the Due Diligence Period, Buyer shall review to its satisfaction the documents regarding the formation, operation and dissolution of the club.

13. **ASSETS BEING CONVEYED "AS IS"/WAIVER OF CLAIMS:** As part of the due-diligence to which Buyer is entitled, Buyer and Buyer's advisors shall have the opportunity to and inspect and examine the Property and the Resort Assets. Buyer shall proceed throughout its conduct of its due diligence and throughout the process of this transaction with the express understanding that the Property, the Resort Assets, and any business activity associated therewith are being purchased by Buyer "AS IS" and solely as a result of Buyer's own assessment of the condition and quality of the assets and of the advisability to Buyer of proceeding with this purchase.

Buyer, therefore, shall accept the Property and the Resort Assets "AS IS". Buyer shall proceed with the purchase based solely on Buyer's own independent evaluation and examination of the Property and the Resort Assets. Buyer shall not rely on any representation, promise or statement made by Seller or Seller's officers, directors, principals, employees or agents (all of whom are deemed included within the term "Seller" throughout the balance of this Section 13), except to the extent that such representation, promise or statement is expressly contained herein, or in the documents of sale. Seller makes no warranty as to the condition of the Property or the Resort Assets or as to their suitability for any particular activity, endeavor or undertaking. Effective upon the Closing, Buyer waives as to Seller and releases Seller from any claim which Buyer may now have or later discover regarding: the condition of the Property or of the Resort Assets; their suitability for any particular activity or undertaking; any express or implied warranty which Buyer may allege to have been made by Seller; or any statement, omission, action, agreement, promise, failure to act, or conduct of any kind alleged to have occurred prior to the date of this Agreement. This waiver and release shall apply to and include, by way of

example, rather than limitation, any claims related to or stemming from any of the following matters:

(a) The condition of or suitability for any particular activity or undertaking of the Property or any of the Resort Assets;

(b) The prior performance of, current value or condition of, or prospective profitability of any business which has been conducted by Seller on the Property;

(c) The prior formation, operation and dissolution of a private club on the Property, as described in Section 12 above;

(d) The condition, capacity, status of permits regarding, or prospective cost to maintain or expand the sewer lagoon and land application system which services the Property and the MeadowCreek Subdivision, as described in Section 11 above;

(e) The condition of any of the common facilities operated by the Property Owner's Association, including streets, utilities, sewer system and water system;

(f) Any claims which might be asserted by the MeadowCreek Home Owner's Association or any successor thereof;

(g) Any claims of any kind which might be asserted by or regarding the MeadowCreek Property Owner's Association, or its actions, authority, jurisdiction, or assessments; and,

(h) Any claims related to water rights.

14. **USE OF RESORT NAME:** The parties agree that, from and after the date upon which this Agreement and the other documents of sale are fully executed by all parties, Buyer shall be entitled to use the Resort Name "MeadowCreek", but shall not be entitled to use the logo associated therewith. Buyer shall file a Certificate of Assumed Business Name, as required by law, to confirm its use of the MeadowCreek name. Buyer shall use best efforts to remove the logo from the Property and Resort Assets by June 1, 2000; and, under no circumstances shall the logo removed from the Property and Resort Assets later than September 1, 2000.

Item number 15 of Exhibit "C" attached hereto lists approximately 3,000 range balls located in the cart garage that will be transferred as part of this transaction. Said range balls have the logo on them. Therefore, Seller will keep the range balls with the logo on them, and will provide Seller with 3,000 range balls without the logo on or before Closing.

15. **HAZARDOUS MATERIALS:** Seller is not aware of the existence of any underground storage tanks on or in the Property. Above-ground fuel tanks are located near the maintenance shed and pesticide and herbicides have been and are used on the golf course and are stored in the area of the maintenance shed. Additionally, waste oil is stored in barrels in the area

of the maintenance shed. Seller is not aware of any release onto or from the Property of any hazardous materials, hazardous substances or toxic substances, as the same are defined hereinbelow, save and except potential incidental releases of fuel from the above-ground fuel tanks in the ordinary course of the use thereof. Seller makes no warranties or representations regarding the presence on or in or the absence from the Property of any hazardous substances, hazardous materials, or toxic substances, except as stated above.

Effective upon the Closing of the transaction, Buyer waives as to Seller, as well as Seller's officers, directors, principals, employees and agents, any claims of any kind which Buyer may now have or may later discover regarding the release onto or from, or the presence on or in the Property or the ground or surface water of the Property of any petroleum products, hazardous substances, hazardous materials or toxic substances, including but not necessarily limited to those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 USC § 9601, et seq.; The Hazardous Materials Transportation Act, 49 USC § 1801, et seq.; The Resource Conservation and Recovery Act, 42 USC § 6901, et seq.; The Toxic Substances Control Act, 15 USC § 2601, et seq.; The Clean Air Act, 42 USC § 7401, et seq.; The Clean Water Act, 33 USC § 1251, et seq.; The Idaho Hazardous Waste Management Act of 1983, Idaho Code § 39-4401, et seq.; and the common law of the State of Idaho. Buyer further indemnifies, saves, defends and holds Seller harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Seller for, with respect to or as a direct or indirect result of the escape, seepage, leakage, spillage, discharge, emission, or migration onto, through or from the Property of any hazardous substances, hazardous materials, or toxic substances, as the same are defined hereinabove, after the date of this Agreement, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any hazardous waste laws, regardless of whether or not caused by or within the control of Buyer.

16. **APPORTIONMENT OF PURCHASE PRICE:** The parties agree that the purchase price shall be apportioned as follows:

(a)	Real Property - Golf Course:	\$414,028
(b)	Golf Course Equipment:	\$152,136
(c)	Golf Course Improvements:	\$115,477
(d)	MeadowCreek Lodge and Improvements:	\$373,696
(e)	Osprey Building and Improvements:	\$176,242
(f)	Condo:	\$84,000
(g)	Liquor License:	\$50,000
(h)	MeadowCreek Land:	<u>\$134,421</u>
	TOTAL	\$1,500,000

17. **SELLER'S USE OF GOLF COURSE:** Seller shall purchase 200 individual rounds of golf, which includes cart privileges, at any time space is available, for play at the MeadowCreek Golf Course, at Closing for the sum of \$8,000. The 200 rounds of golf are for the use of the Manchester family and their guests, for play now and in the future, without expiration.

This purchase of golf rounds shall remain valid and a liability of the Golf Course, regardless of transfer of ownership of said golf course, until all 200 rounds are utilized. At Closing, Buyer shall execute the Bill of Sale attached hereto as **Exhibit "G"** evidencing this purchase, which document shall be recorded with the Office of Recorder of Adams County.

18. **INDEMNIFICATION BY BUYER:** Buyer agrees to and does hereby indemnify and hold Seller, together with Seller's officers, directors, principals, employees and agents, harmless for and regarding any and all liabilities, claims, demands, or obligations of any kind whatsoever, including but not limited to reasonable attorneys fees or costs, based upon, arising out of, or arising in connection with the Property or the Resort Assets and which accrue after the Closing.

Seller agrees to and does hereby indemnify and hold Buyer, together with Buyer's officers, directors, principals, employees and agents, harmless for and regarding any and all liabilities, claims, demands, or obligations of any kind whatsoever, including but not limited to reasonable attorneys fees or costs, based upon, arising out of, or arising in connection with the Property or the Resort Assets and which accrued prior to the date of Closing, except as otherwise specifically provided for in this Agreement.

19. **SUCCESSION:** This Agreement shall be binding on and shall inure to the benefit of the heirs, assigns, administrators, executors, representatives and successors-in-interest of the parties hereto.

20. **MODIFICATION:** This Agreement may not be modified except by means of a subsequent written agreement, which is duly-executed by the parties and properly acknowledged.

21. **APPLICABLE LAW:** This Agreement shall be interpreted to and according to the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Adams County shall be the proper venue for any dispute regarding this Agreement.

22. **INTEGRATION CLAUSE:** This Agreement, and the various other documents of sale and instruments being concurrently executed herewith, memorialize the complete and final agreement and understanding of the parties on the subject matter of this transaction. Neither party is relying upon any promises, representations or statements made by the other party as an inducement to the execution of this Agreement, except in so far as such promises, representations or statements are expressly contained herein or in the documents of sale and instruments being executed concurrently herewith.

23. **NO AGENCY:** Nothing in this Agreement shall be deemed or construed to constitute or create between the parties a partnership, joint-venture or agency.

24. **NON-MERGER:** The terms, conditions and covenants contained in this Agreement shall be deemed to have survived closing and shall not be merged into any other document executed by the parties as part of this transaction.

25. **NOTICES:** Any notices required by the terms of this Agreement, or the documents of sale or instruments being executed concurrently herewith, or otherwise sent by either party to the other pursuant to this Agreement or such documents, shall be delivered personally or mailed, return-receipt requested, to the parties at the following addresses:

Seller: **M Resorts, Ltd.**
One Market Place
Thirty-Third Floor
San Diego, CA 92101
Tel:
Fax:

Buyer: **McNeal Family Limited Partnership**
P.O. Box 3010
Alpine, Wyoming 83128
Tel: (307) 883-2272
Fax: (307) 883-4272

Copy to: David P. McAnaney
McAnaney & Associates
1087 W. River Street, Suite 100
Boise, Idaho 83702
Tel: (208) 342-8622
Fax: (208) 342-8691

26. **PREPARATION OF AGREEMENT:** Both parties have been represented by counsel in this transaction. The terms of this Agreement shall neither be construed in favor of, nor adverse to either party based upon any presumption that either party exclusively drafted the Agreement.

27. **REPRESENTATION:** Listing and selling broker, The Crawford Company, is acting as agent for Seller and is acting as a non-agent for Purchaser. Purchaser has received, read, and understands the Agency Disclosure Brochure. Seller shall be solely responsible for all fees or commissions owing to The Crawford Company, resulting from this transaction.

28. **COSTS AND ATTORNEYS FEES:** In the event that a dispute arises regarding the breach, application, interpretation, or enforcement of this Agreement, or any of the accompanying documents of sale or instruments being executed of even date herewith, then the prevailing party in such dispute shall be entitled to collect its attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

29. **TERMINATION:** This Agreement may be terminated and the transaction contemplated herein abandoned at any time prior to Closing:

- a. Mutual Agreement. By mutual written agreement of the parties;
- b. By Buyer. By Buyer at any time during the due diligence period or thereafter if any of the conditions set forth in this Offer shall have become incapable of fulfillment prior to the Closing Date or such earlier date as may be specifically provided for the performance thereof (as the same may be extended) through no fault of Buyer and the same shall not have been waived by Buyer.
- c. Major Breach. By either Seller or Buyer in the event of a material breach by the other party of its obligations hereunder.
- d. Destruction of Property/Course. In the event that prior to the Closing Date, a material portion of the Property or Course shall have been damaged or destroyed by fire or other casualty, or shall have been taken or condemned by any public or quasi-public authority under the power of eminent domain, Buyer shall have the right to terminate this offer on written notice to Seller which notice must be delivered within ten (10) days after Buyer receives notice of such damage, destruction or condemnation. In the event Buyer fails to exercise its termination rights hereunder, then it shall be conclusively deemed to have waived said right and Seller shall assign to Buyer all of its rights to any insurance proceeds or condemnation award and all claims in the connection therewith. In the event Buyer exercises its termination rights hereunder, the parties shall have no further rights or obligations hereunder other than Buyer's right to the return of its Earnest Money Deposit including any interest accrued thereon.

prevailing party in such dispute shall be entitled to collect its attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, the day and year in this Agreement first above written.

SELLER:

M RESORTS, INC., as General
Partner for M RESORTS, LTD.

By: 

Name: BRAD RAULSTON

Title: _____

prevailing party in such dispute shall be entitled to collect its attorneys fees and costs incurred including attorneys fees and costs incurred on appeal.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, the day and year in this Agreement first above written.

SELLER:

M RESORTS, INC., as General
Partner for M RESORTS, LTD.

By:


Name: BRAD RAULSTON

Title:

BUYER:

McNEAL FAMILY LIMITED PARTNERSHIP

By:

McNEAL FAMILY CORPORATION, as
General Partner for the McNEAL FAMILY
LIMITED PARTNERSHIP, by KENNETH C.
McNEAL, President

IN WITNESS WHEREOF, the parties have hereunto subscribed their names, the day and year in this Agreement first above written.

SELLER:

**M RESORTS, INC., as General
Partner for M RESORTS, LTD.**

By: _____
Name: _____
Title: _____

BUYER:

McNEAL FAMILY LIMITED PARTNERSHIP

By: Kenneth C. McNeal
McNEAL FAMILY CORPORATION, as General
Partner for the McNEAL FAMILY LIMITED
PARTNERSHIP, by KENNETH C. McNEAL,
President

STATE OF _____,)
(ss.
County of _____,)

On this ____ day of _____, 1999, before me, _____, a
Notary Public in and for said State, personally appeared _____,
known or identified to me to be the _____ of M RESORTS,
INC. that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

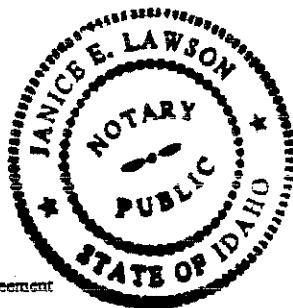
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

NOTARY PUBLIC FOR _____
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO,)
(ss.
County of ADA,)

On this 12th day of OCTOBER, 1999, before me, JANICE E. LAWSON, a
Notary Public in and for said State, personally appeared KENNETH C. McNEAL, known or
identified to me to be the President of the **McNEAL FAMILY CORPORATION** that executed
the instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year in this certificate first above written.



Purchase and Sale Agreement

Janice E. Lawson

NOTARY PUBLIC FOR IDAHO
Residing at: BOISE, IDAHO
My Commission Expires: 1/21/2004

EXHIBIT "A"

PARCEL 1

Parcels A, B, C, D, E, F-2, G, H, J, K, L, P, Q, R, V, W, X, Y, and Z, Lot 3, Block 30; Lot 17, Block 26 of MeadowRidge Estates, also known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat recorded in Book 2 Plats page 8, records of Adams County, Idaho.

PARCEL 2

The right-of-way of Forty-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of Kimberland Meadows Subdivision as recorded in Book 1 Plats page 48, records of Adams County, Idaho.

PARCEL 3 (MARRS SOUTH PARCEL)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
A portion of the NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly described as follows:

Commencing at the NW corner of section 12, T19N R1E, a brass cap;
Thence North 88°47'45" East 2750.00 feet along the Northerly boundary of said Section 12 to a 5/8" rebar on the Easterly right-of-way line of State Highway 95;

Thence 125.94 feet along a non-tangent curve to the right whose long chord bears South 00°35'22" West 125.84 feet, radius is 11409.15 feet and delta angle is 00°37'55" along said right-of-way to a 5/8" rebar;

Thence South 00°54'19" West 1408.19 feet along said right-of-way to a concrete right-of-way monument, Station 111+00;

Thence South 00°53'39" West 221.77 feet along said right-of-way to a 1/2" rebar, the REAL POINT OF BEGINNING;

Thence continuing South 00°53'39" West 886.40 feet along said right-of-way to its intersection with the Southerly boundary of said NW1/4 of Section 12 to a 1/2" rebar;

Thence South 88°52'50" West 2538.06 feet to the West 1/4 corner of said Section 12, a 5/8" rebar;

Thence South 88°44'01" West 51.65 feet to a 5/8" rebar on the Easterly right-of-way of a County Road as shown on the official plat of Kimberland Meadows Subdivision No. 3 filed in Book 1 Plats page 51, records of Adams County, Idaho;

Thence along said County Road right-of-way:

27.05 feet along a non-tangent curve to the left whose long chord bears North 00°38'57" West 27.06 feet, radius is 4030.00 feet and delta angle is 00°23'04" to a 5/8" rebar;

Thence North 00°50'23" West 858.95 feet to a 1/2" rebar;

Thence North 88°52'50" East 2756.48 feet to the REAL POINT OF BEGINNING.

PARCEL 4

Parcel B, Block 13, Lot 2 Block 10, Lots 1 and 3, Block 19, Lot 13, Block 14 of MeadowCreek Subdivision No. 2 formerly known as Kimberland Meadows Subdivision No. 2 as per name change recorded as Inst. No. 84350 and as set forth on the plat of said Subdivision on file and of record in the Adams County Records office Book 2 of Plat at page 2.

CONTINUED

Schedule A Continued

PARCEL 5 (Riverside park)

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho
 Section 1: A parcel of land more particularly described as follows:

Commencing at the section corner common to Sections 1, 2, 11 and 12, said Township and Range, a brass cap monument;

Thence North $88^{\circ} 47' 46''$ East on the Section line common to said Sections 1 and 12, 2233.99 feet to a point;

Thence North $01^{\circ} 12' 14''$ West 80 feet to a point on the North right-of-way of Forty-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of Kimberland Meadows Subdivision as recorded in Book 1 Plats page 48, in the Adams County Recorder's Office, said point being the REAL POINT OF BEGINNING;

Thence South $88^{\circ} 47' 46''$ West 1037.14 feet on the North right-of-way of the said Forty-Fifth Parallel Drive to a point on the said right-of-way;

Thence North $01^{\circ} 12' 14''$ West 840 feet to a point;

Thence North $88^{\circ} 47' 46''$ East 1037.14 feet to a point;

Thence South $01^{\circ} 12' 14''$ East 840 feet to the REAL POINT OF BEGINNING.

PARCEL 6

Building 2 Tamarack, Dwelling Unit 103, of the MeadowCreek Lodging Suites, Amended Plat of Kimberland Meadows Condominiums, Inc., Phase 1 appearing in the records of Adams County, Idaho, in Book 2 Plats page 12, and as defined for MeadowRidge Estates, aka Kimberland Meadows Subdivision No. 3 Amended, recorded as Instr. No. 93905, and First Amended Plat recorded January 10, 1995 in Book 2 Plats page 13 as Instr. No. 97255.

PARCEL 7 (EQUESTRIAN CENTER)

A parcel of land located in Section 2, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

Commencing at the W corner common to section 35, T.20 N., R.12., S.M. and Section 2, T.19 N., R.12., S.M. a Brass cap monument, thence North $89^{\circ} 17' 47''$ East 1,315.01 on the Section line to the East 1/16 corner common to said Sections 35 and 2, a 5/8" steel pin with an aluminum cap, and being the REAL POINT OF BEGINNING, thence,

South $01^{\circ} 20' 53''$ West 1,349.54 feet to a point, said point being the NE 1/16 corner of said Section 2, a 5/8" steel pin with an aluminum cap, thence South $01^{\circ} 20' 53''$ West 601.55 feet to a point, said point being the NW corner of Lot 1, Block 8 of Meadowcreek Subdivision as shown on the official plat thereof on file in the Adams County Recorder's Office in Book 1 of Plats, page 48, records of Adams County, Idaho, a 1/2" steel pin, thence, North $89^{\circ} 59' 47''$ West 43.97 feet to a point 30 feet East of the approximate centerline of Hot Springs Road, thence along and 30 feet East of said approximate center line of Hot Springs road the following courses and distances:

North $07^{\circ} 41' 34''$ West 215.34 feet to a point, thence

North $07^{\circ} 43' 22''$ West 525.94 feet to a point, thence

North $11^{\circ} 09' 47''$ West 643.46 feet to a point, thence,

North $10^{\circ} 52' 33''$ West 341.18 feet to a point, thence,

North $04^{\circ} 04' 56''$ East 244.76 feet to a point on the Section line common to said Sections 35 and 2, thence,

North $89^{\circ} 17' 47''$ East 361.06 feet on said Section line to the REAL POINT OF BEGINNING.

SCHEDULE A CONTINUED

PARCEL 8

NORTH PARCEL

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho

Sections 11 and 12: A parcel of land being a portion of the NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly described as follows:

Commencing at the NW corner of said Section 12, a brass cap, the REAL POINT OF BEGINNING;

Thence North 88 degrees 47'46" East 2760.00 feet along the Northerly boundary of said Section 12 to the Westerly right-of-way line of State Highway 95 to a 5/8" rebar;

Thence 123.24 feet along a non-tangent curve to the right whose long chord bears South 00 degrees 35'22" West 125.84 feet, radius is 11409.16 feet and delta angle is 00 degrees 37'53" along said right-of-way to a 5/8" rebar;

Thence South 00 degrees 54'19" West 749.66 feet along said right-of-way to a 1/2" rebar;

Thence South 88 degrees 51'00" West 2780.63 feet to a 1/2" rebar on the Easterly right-of-way of a County Road as shown on the official plat of MeadowCreek Subdivision No. 2, formerly known as Kimberland Meadows Subdivision No. 2, as per amended name change recorded July 13, 1993 as Instr. No. 84350 (Parcel A), and MeadowCreek Subdivision No. 3, formerly known as Kimberland Meadows Subdivision No. 3, as per amended name change recorded July 13, 1993 as Instr. No. 84350, and MeadowRidge Estates A.K.A. Kimberland Meadows Subdivision No. 3, Amended;

Thence along said County Road right-of-way:

North 00 degrees 46'39" East 151.83 feet to a 5/8" rebar;

Thence 105.79 feet along a curve to the left whose radius is 530.00 feet and delta angle is 11 degrees 26'13" to a 5/8" rebar;

Thence 86.45 feet along a curve to the right whose radius is 470.00 feet and delta angle is 10 degrees 32'19" to a 5/8" rebar;

Thence 186.38 feet along a curve to the right whose radius is 2970.00 feet and delta angle is 03 degrees 35'44" to a 5/8" rebar;

Thence North 03 degrees 23'49" East 343.97 feet to a 5/8" rebar;

Thence North 88 degrees 34'44" East 32.59 feet to the POINT OF BEGINNING.

CONTINUED

SCHEDULE A CONTINUED

PARCEL 9

MIDDLE PARCEL
Township 19 North, Range 1 East, Boise Meridian, Adams County,
Idaho
Sections 11 and 12: A parcel of land being a portion of the
NW1/4 of Section 12 and the NE1/4 of Section 11 more particularly
described as follows:
Commencing at the Northwest corner of said Section 12, a brass
cap;
Thence North 88 degrees 47'46" East 2750.00 feet along the
Northerly boundary of said Section 12 to a 5/8" rebar on the
Westerly right-of-way line of State Highway 95;
Thence 125.84 feet along a non-tangent curve to the right whose
long chord bears South 00 degrees 35'22" West 125.84 feet, radius
is 11409.15 feet and delta angle is 00 degrees 37'55" along said
right-of-way to a 5/8" rebar;
Thence South 00 degrees 54'19" West 749.56 feet along said right-
of-way to a 1/2" rebar, THE REAL POINT OF BEGINNING;
Thence continuing South 00 degrees 54'19" West 658.53 feet to a
concrete right-of-monument, Station 111-00;
Thence South 00 degrees 53'39" West 221.77 feet along said right-
of-way to a 1/2" rebar;
Thence South 88 degrees 52'50" West 2766.48 feet to a 1/2" rebar
on the Easterly right-of-way of a County Road as shown on the
official plat of MeadowCreek Subdivision No. 3, formerly known as
Kimberland Meadows Subdivision No. 3, as per amended name change
recorded July 13, 1993 as Instr. No. 84350 and MeadowRidge
Estates A.R.A. Kimberland Meadows Subdivision No. 3 Amended;
Thence along said County Road right-of-way:
North 00 degrees 50'29" West 413.21 feet to a 5/8" rebar;
Thence 27.50 feet along a curve to the right whose radius is
970.00 feet and delta angle is 01 degrees 37'29" to a 5/8" rebar;
Thence North 00 degrees 46'39" East 432.80 feet;
Thence North 88 degrees 51'00" East 2780.63 feet to the POINT OF
BEGINNING.

SCHEDULE A CONTINUED

PARCEL 10
Township 19 North, Range 1 East, Boise Meridian, Adams County,
Idaho, Section 12: N1/2SW1/4 excepting therefrom the
S1/2S1/2S1/2NW1/4SW1/4

EXHIBIT "B"

Legal description of Trap Shoot Parcel

That certain real property located in Adams County, Idaho, more particularly described as follows:

Parcel V of MeadowRidge Estates, also known as Kimberland Meadows Sub. No. 3, Amended, as set forth on the official plat recorded in Book 2 Plats page 8, records of Adams County Idaho.

EXHIBIT "F"

<u>Water Right No.</u>	<u>Water Source</u>	<u>Point of Diversion</u>	<u>Water Use</u>	<u>Diversion Rate</u>	<u>Period of Use</u>	<u>Place of Use</u>
A78-02019	Little Salmon River	T19N R1E Sec. 23 SE1/4 NE1/4 NE1/4	Irriga- tion	2.13 cfs.	4/1-11/1	T19N R1E Sec. 12 NW1/4
A78-04282	Lewis Creek	T19N R1E Sec. 12 SW1/4 NW1/4	Irriga- tion	0.59 cfs.	4/1-11/1	Parts of T19NR1E Section 12
A78-001423	Little Salmon River	T19N R1E Sec. 1 SW1/4 SE1/4 SW1/4	Irriga- tion	0.52 cfs.	3/1-07/1	Parts of T19NR1E Sec. 1, 2, 11
			Irriga- tion	0.33 cfs.	7/2-12/1	
			Irriga- tion storage	20.0 afa	1/1-12/31	
			Irriga- tion from storage	20.0 afa	5/1-11/1	
A78-001433 (has been incorporated into A78-001423) ✓						
A78-001443	Little Salmon River	T19N R1E Sec. 1 SW1/4 SE1/4 SW1/4	Irriga- tion	0.64 cfs	4/1-71	Parts of T19N R1E Sec. 1, 2, 11
			Irriga- tion	0.40 cfs	7/2-11/1	
			Irriga- tion storage	20.0 afa	1/1-12/31	
			Irriga- tion from storage	20.0 afa	5/1-11/1	
A78-07238	Unnamed stream & springs	T19N R1E Sec. 2 SW1/4 SE1/4 and	Irriga- tion	0.80 cfs	5/1-11/1	Parts of T19N R1E Sec. 1, 2, 11
		T19N R1E Sec. 11 NW1/4 NE1/4	Irriga- tion storage	9.3 afa	1/1-12/31	
			Irriga- tion from storage	9.3 afa	5/1-11/1	

A78-02018A ✓	Little Salmon River	T19N R1E Sec. 1 SW1/4 SE1/4 SW1/4	Irriga- tion	0.80 cfs	4/15-10/15	Parts of T19N R1E, Sec. 1, 2, 11
			Irrigation	0.2 afa storage	1/1-12/31	
			Irrigation	0.2 afa from storage	4/15-10/15	
A78-10108 ✓	Little Salmon River	T19N R1E Sec. 12 SW1/4 NE1/4 NE1/4	Irrigation	0.40 cfs	5/1-9/10	T19N R1E Sec. 12 NE1/4 SW1/4
A78-07173 pch P	Ground-water well	T19N R1E Sec. 11 NE1/4 NE1/4 SE1/4	Stock water	0.02 cfs	1/1-12/31	T19N R1E Sec. 2 NE1/4 NE1/4
			Domestic	0.66 cfs	1/1-12/31	Parts of T19N R1E Sec. 1, 2, 11
A78-07177 pch C	Ground-water well	T19N R1E Sec. 11 SE1/4 NE1/4 NE1/4	Irriga- tion	0.10 cfs	4/1-11/1	Parts of T19N R1E Secs. 1, 2, 11
			Stock water	0.02 cfs	1/1-12/31	
			Domestic	0.58 cfs	1/1-12/31	
A78-04288 ✓	Goose Creek	Multiple	Irriga- tion	not yet fixed	4/15-10/15	T19N R1E Sec. 1, SE 1/4 SW1/4
A78-04314 ✓	Four Mile Creek	T19N R1E Sec. 1 NE1/4 SE1/4 NE1/4	Irriga- tion	not yet fixed	4/15-7/1	T19N R1E Sec. 1, SE1/4 SW1/4
A78-02030A ✓	Goose Creek	Multiple	Irriga- tion	not yet fixed	4/15-10/15	T19N R1E Sec. 1, SE 1/4 SW1/4
A78-04302 ✓	Little Salmon River & unnamed streams	Multiple	Stock- water	not yet fixed	5/1-11/30	Parts of T19N, R1E, Secs. 1, 2, 3, 10 & 11
			Commer- cial	not yet fixed	5/1-11/30	
			Fire Protect.	not yet fixed	5/1-11/30	