

RECEIVED 9

JUN 11 2007

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
02-07188					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated areas 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(s) James P. Ragan
4. New Owner/Claimant(s) TFR Partnership
Name Connector (Check One): [] and, or [] and/or
- New Mailing Address 45625 Manzo Drive
- City, State and ZIP Code Indian Wells, CA 92210 Attn: Richard Caldwell
- Telephone Number (208) 388-4184

RECEIVED

JUN 07 2007

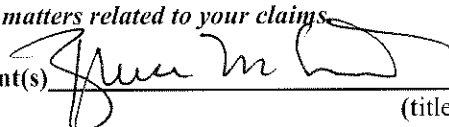
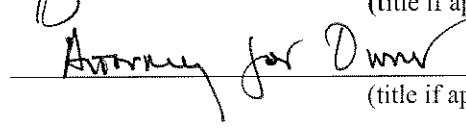
5. Date you acquired the property 11/6/99
6. If the change in ownership affects the entire water right for each water right and adjudication claim listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right will not be split, skip this area and proceed to line 7)

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)  (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FOR AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____	Date _____	Receipt Amt. _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

RECEIVED

JUN 11 2007

RECEIVED
DEPARTMENT OF
WATER RESOURCES

MAY 21 2007

MSB&T, CTD.

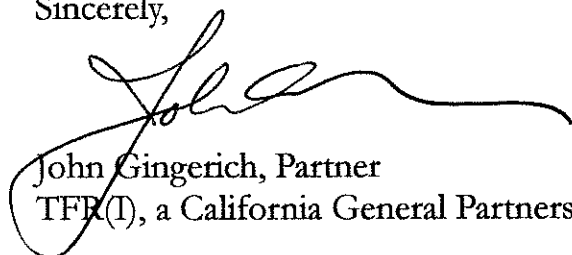
May 17, 2007

Mr. Bruce Smith
Moore, Smith, Buxton and Turcke, Chartered
950 West Bannock Street, Suite 520
Boise, ID 83702

Dear Mr. Smith:

I am the Partner managing the Wetlands Restoration Project in Homedale, Idaho for TFR(I), a California General Partnership (referred to in this letter as "TFR"). This letter is to verify that you are counsel to TFR and are authorized to sign the Application for Rental from the Water Bank and the Application for a Permit to Appropriate Water for TFR.

Sincerely,



John Gingerich, Partner
TFR(I), a California General Partnership

230448

FILED - RECORDED

99 NOV 15 PM 4:40

Recording Requested By:

When Recorded Return To:

J. Patrick Ragan, Esq.
242 E. Airport Drive, Suite 205
San Bernardino, California 92408

Mail Tax Statement To:

Richard Caldwell, Managing Partner
T.F.R.(I), a California General Partnership
685 E. Carnegie, Suite 180
San Bernardino, California 92408

For Recorders Use Only

RECEIVED

JUN 11 2007

DEPARTMENT OF
WATER RESOURCES

QUIT CLAIM DEED

I. RECITALS

WHEREAS, JAMES P. RAGAN and ARLENE D. RAGAN, the Grantors herein acquired the real property described hereafter on behalf of T.F.R. (I), a California General Partnership (hereinafter referred to as the "Partnership" unless otherwise stated), and took title thereof for convenience.

WHEREAS, the Partners of the Partnership are: Richard Caldwell (Managing Partner), John Cummings, David Doty, James P. Ragan, Russell Mullins and John Imbriani.

WHEREAS, the *Quitclaim Deed* at hand is necessary to reflect on the public record the actual and true owner of the real property described hereafter, notwithstanding the prior vesting of record.

II. CONVEYANCE

For Value Received, JAMES P. RAGAN and ARLENE D. RAGAN, Husband and Wife, as Joint Tenants (hereinafter referred to as "Grantors" unless otherwise stated) do hereby convey, release, remise and forever quitclaim unto T.F.R.(I), a California General Partnership whose current business address is 685 E. Carnegie, Suite 180 San Bernardino, California 92408, c/o Richard Caldwell, Managing Partner, or as later designated, the following described premises and real estate, together with their appurtenances situated in the County of Owyhee, State of Idaho:

See Exhibit 1 attached hereto and incorporated herein by this reference for a complete legal description

230448

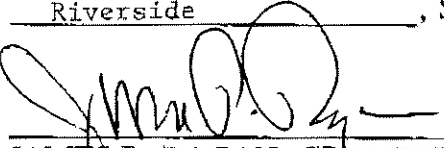
III.
AUTHORITY TO TRANSFER

The Partnership consists of the following partners:

Richard Caldwell,
Managing Partner
John Cummings
David Doty
James P. Ragan
Russell Mullins
John Imrbiani

To transfer title and/or encumber the subject real property, the signature of each partner as identified herein and/or successor partner, is required to execute any instrument transferring title and/or encumbering the subject real property.

Executed this 3rd day of Nov, 1999 at Beaumont, County of Riverside, State of California.


JAMES P. RAGAN, GRANTOR

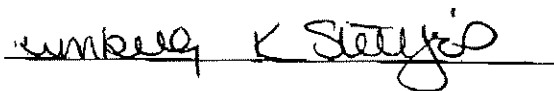

ARLENE D. RAGAN, GRANTOR

STATE OF CALIFORNIA }

COUNTY OF ~~SAN BERNARDINO~~ }
Riverside }

On this 3rd day of Nov, in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared James P Ragan and Arlene D Ragan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,





Quitclaim Deed

Page 2 of 2

EXHIBIT 1

TOWNSHIP 3 NORTH, RANGE 5 WEST, B.M., OWYHEE COUNTY, IDAHO

Section 4: SW~~1~~NW~~1~~, Lot 3 EXCEPT that part of Lot 3 lying East of Succor Creek.

Section 5: Lot 1, SE~~1~~NE~~1~~, EXCEPTING the Right of Way of the Oregon Shortline Railroad Co., running in a Northwesterly direction through the SE~~1~~NE~~1~~, said right of way being a strip of land 100 feet wide as shown in the records of Owyhee County, Idaho. ALSO EXCEPTING a tract of land situated in Government Lot 1 and SE~~1~~NE~~1~~, Sec. 5, T3N, R5W, B.M., and more particularly described as follows:

COMMENCING at the NW corner of said Government Lot 1 (E 1/16 cor.) of said Section 5; thence South 1°15'48" West, 158.78 feet, along the West boundary of said Government Lot 1, said point being the POINT OF BEGINNING; thence South 73°01'21" East 254.24 feet; thence South 16°50'42" East 58.63 feet; thence South 59°47'21" East 1085.07 feet; thence South 47°32'50" West, 426.20 feet; thence South 19°15'50" East 100.25 feet; thence South 63°23'00" West 107.13 feet; thence North 37° 27'45" West 345.38 feet; thence South 51°13'45" West 746.41 feet to a point on the West boundary of said SE~~1~~NE~~1~~; thence North 1°15'48" West 1300.22 feet along the West boundary of said SE~~1~~NE~~1~~ and Government Lot 1 to the POINT OF BEGINNING.

TOWNSHIP 4 NORTH, RANGE 5 WEST, B.M., OWYNEE COUNTY, IDAHO

Section 32: Lot 4

Section 33: Lot 3

Subject to Conservation Easement Reservations in the United States.

as Exhibits A and B to Exhibit 1, attached hereto:

Conservation Easement Reservations in the United States

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985), Executive Order 11990 providing for the protection of wetlands, and Executive Order 11988 providing for the management of floodplains. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowners") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. Description of the Easement Area

Portion of the property as outlined in Exhibit B.

II. Covenants by the Landowner

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris, (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities.

C. Notwithstanding the provisions of paragraph II B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the easement manager where the control or manipulation of such plants is deemed by the manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities reasonably necessary to preclude stock from entering the easement area; and

(2) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. Rights Reserved in the United States

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of ingress and egress to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize any reasonably convenient route of access to the easement area. However, the landowner may provide a designed route to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticides application, fertilizing, and other appropriate practices.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent grazing or other types of encroachment on the easement area.

G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.

IV. Easement Management and Administration.

A. This easement shall be managed and administered by the Idaho Department of Fish and Game which may be referred to as the "easement manager."

B. For purposes of management and administration of this easement, all rights of the United States in this easement are assigned to the easement manager. The easement manager may enforce all the terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as may, from time to time, be promulgated under its general governmental authorities.

V. General Provisions

A. The agreed upon purposes of this reservation are the preservation and maintenance of the wetland and floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Such purposes shall constitute the dominant estate within the easement area. A "wetland" is defined by reference to section 7 (c) of Executive Order 11990 and a "floodplain" is defined by reference to section 6 (c) of Executive Order 11990. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland preservation and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. Subject to paragraph III-G in this easement the landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heir, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

EXHIBIT B

IDAHO DEPARTMENT OF FISH & GAME

for

HABITAT EASEMENT

BBCZ JOB # SC 120289

BOOK 320

DECEMBER 29, 1989

This parcel of land located in the NW 1/4 of Section 4, Township 3 North, Range 5 West, B.M. and the SW 1/4 of the SW 1/4 of Section 33, Township 4 North, Range 5 West, B.M., and the SE 1/4 of the SE 1/4 of Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho and is more particularly described as follows:

Beginning at an Iron Pin marking the Center 1/4 of Section 4, Township 3 North, Range 5 West, B.M. Owyhee County, Idaho;

Thence North 89° 59' 54" East, a distance of 242.26 feet along the Centerline of Said Section 4 to an Iron Pin. Said point being the TRUE POINT OF BEGINNING;

Thence North 42° 05' 36" East, a distance of 518.30 feet to an Iron Pin;

Thence North 22° 49' 42" East, a distance of 311.39 feet to an Iron Pin;

Thence North 34° 12' 13" East, a distance of 246.99 feet to an Iron Pin;

Thence North 47° 14' 12" East, a distance of 201.83 feet to an Iron Pin;

Thence North 16° 02' 09" East, a distance of 405.74 feet to an Iron Pin;

Thence North 22° 11' 21" West, a distance of 822.39 feet to an Iron Pin;

Thence North 47° 01' 03" West, a distance of 362.92 feet to an Iron Pin;

Thence North 12° 49' 47" West, a distance of 301.00 feet to an Iron Pin;

Engineering and Surveying

Since 1957

DESCRIPTION FOR
IDAHO DEPARTMENT OF FISH & GAME
HABITAT EASEMENT
SC 120289
BOOK 320
DECEMBER 29, 1989

PAGE 2

Said point being North 83° 13' 31" East, a distance of 517.61 feet of the Northwest Corner of Said Section 4. Said point also being at the Intersection of a line that is 70 feet Westerly of the Mean Highwater line of Succor Creek and a line that is 70 feet Southerly of the Mean Highwater line of the Snake River;

Thence the following Courses and Distances along a line that is 70 feet Southerly of and Parallel to the Mean Highwater line of the Snake River;

Thence North 66° 10' 16" West, a distance of 690.93 feet to an Iron Pin which is North 19° 08' 02" West, a distance of 360.09 feet of the Southeast Corner of Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho;

Thence North 62° 23' 38" West, a distance of 470.57 feet to an Iron Pin;

Thence North 63° 28' 56" West, a distance of 510.40 feet to an Iron Pin;

Thence North 52° 11' 14" West, a distance of 428.95 feet to an Iron Pin which is set at the Intersection of the Said line that is 70 feet Southerly of and Parallel to the Mean Highwater line of the Snake River and the East 1/16 line of said Section 32. Said point being North 0° 26' 11" West, a distance of 1067.56 feet of East 1/16 Corner on the South line of Said Section 32;

Thence North 0° 26' 11" West, a distance of 89.14 feet along the Said East 1/16 line of Said Section 32 to its intersection with the Mean Highwater line of the Snake River;

Thence the following Courses and Distances along the Mean Highwater line of the Snake River;

Thence South 52° 11' 14" East, a distance of 477.20 feet to a point;

Thence South 63° 28' 56" East, a distance of 503.92 feet to a point;

Thence South 62° 23' 38" East, a distance of 469.15 feet to a point;

DESCRIPTION FOR
IDAHO DEPARTMENT OF FISH & GAME
HABITAT EASEMENT
SC 120289
BOOK 320
DECEMBER 29, 1989

PAGE 3

Thence South 66° 10' 16" East, a distance of 775.23 feet to a point which is the Intersection of the Mean Highwater line of the Snake River and the Center of Succor Creek;

Thence the following Courses and Distances along the Center of Succor Creek;

Thence South 5° 11' 55" East, a distance of 244.32 feet to a point;

Thence South 67° 38' 33" East, a distance of 157.43 feet to a point;

Thence South 58° 39' 14" East, a distance of 131.35 feet to a point;

Thence South 28° 43' 17" East, a distance of 81.18 feet to a point;

Thence South 50° 12' 35" East, a distance of 433.06 feet to a point;

Thence South 37° 58' 41" East, a distance of 38.06 feet to a point;

Thence South 3° 30' 17" West, a distance of 98.64 feet to a point;

Thence South 27° 57' 25" West, a distance of 239.52 feet to a point;

Thence South 8° 13' 44" East, a distance of 154.13 feet to a point;

Thence South 49° 30' 27" East, a distance of 219.71 feet to a point;

Thence South 39° 47' 38" East, a distance of 89.60 feet to a point which is the intersection of the Center of Succor Creek and the North 1/16 line of Said Section 4;

Thence North 89° 43' 20" West, a distance of 81.72 feet along the North 1/16 line of Said Section 4 to an Iron Pin marking the Northwest 1/16 of Said Section 4;

Thence South 0° 57' 24" East, a distance of 1310.91 feet along the West 1/16 line of Said Section 4 to an Iron Pin marking the West 1/16 of Said Section 4;

DESCRIPTION FOR
IDAHO DEPARTMENT OF FISH & GAME

PAGE 4

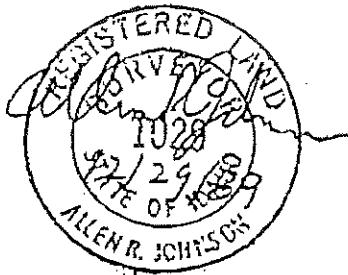
HABITAT EASEMENT

SC 120289

BOOK 320

DECEMBER 29, 1989

Thence South 89° 59' 54" West, a distance of 1075.37 feet along the Centerline of Said Section 4 to the TRUE POINT OF BEGINNING, comprising 27.87 Acres, more or less.



Page 4a:
Order No. 0486
Policy No. AZ 978119

Schedule B, Continued:

11. Easement over and across Lot 3 and SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 4, and Lot 1, Sec. 5, T3N, R5W, B. M.; and Lot 4, Sec. 32, T4N, R5W, B. M., for a perpetual right, privilege and right of way to maintain, repair, inspect, operate and replace a sewer line, laterals and interceptor lines, including ingress and egress, as granted the City of Homedale, by deed recorded January 5, 1967 in Book 59 of Deeds, page 470, Owyhee County Records.

12. Subject to a Conservation Easement pursuant to Section 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985) and to the conditions and restrictions contained therein; as reserved in Deed recorded March 9, 1990, as Instrument No. 201920, Owyhee County Records.

13. A Mortgage to secure payment of a note for \$74,000.00, and any other amounts as therein provided,
Recorded: October 31, 1977, as Instrument No. 152491,
Owyhee County Records.
Dated: October 25, 1977.
Mortgagor: Richard E. Lasselle and Lorena L. Lasselle,
husband and wife
Mortgagee: Federal Land Bank of Spokane, a corporation.

14. Riparian rights are neither guaranteed nor insured.

(End of Schedule B)

TOWNSHIP 3 NORTH, RANGE 5 WEST, B.M., OWYHEE COUNTY, IDAHO

Section 4: SW~~1~~NW~~1~~, Lot 3 EXCEPT that part of Lot 3 lying East of Succor Creek.

Section 5: Lot 1, SE~~1~~NW~~1~~, EXCEPTING the Right of Way of the Oregon Shortline Railroad Co., running in a Northwesterly direction through the SE~~1~~NW~~1~~, said right of way being a strip of land 100 feet wide as shown in the records of Owyhee County, Idaho. ALSO EXCEPTING a tract of land situated in Government Lot 1 and SE~~1~~NW~~1~~, Sec. 5, T3N, R5W, B.M., and more particularly described as follows:

COMMENCING at the NW corner of said Government Lot 1 (E 1/16 cor.) of said Section 5; thence South 1°15'48" West, 158.78 feet, along the West boundary of said Government Lot 1, said point being the POINT OF BEGINNING; thence South 73°01'21" East 254.24 feet; thence South 16°50'42" East 58.63 feet; thence South 59°47'21" East 1085.07 feet; thence South 47°32'50" West, 426.20 feet; thence South 19°15'50" East 100.25 feet; thence South 63°23'00" West 107.13 feet; thence North 37° 27'45" West 345.38 feet; thence South 51°13'45" West 746.41 feet to a point on the West boundary of said SE~~1~~NW~~1~~; thence North 1°15'48" West 1300.22 feet along the West boundary of said SE~~1~~NW~~1~~ and Government Lot 1 to the POINT OF BEGINNING.

TOWNSHIP 4 NORTH, RANGE 5 WEST, B.M., OWYNEE COUNTY, IDAHO

Section 32: Lot 4

Section 33: Lot 3

Subject to Conservation Easement Reservations in the United States.

as Exhibits A and B to Exhibit 1, attached hereto:

Exhibit A
FmHA Inventory
Farm: LaSalle

Conservation Easement Reservations in the United States

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985), Executive Order 11990 providing for the protection of wetlands, and Executive Order 11988 providing for the management of floodplains. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowners") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. Description of the Easement Area

Portion of the property as outlined in Exhibit B.

II. Covenants by the Landowner

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris, (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities.

C. Notwithstanding the provisions of paragraph II B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the easement manager where the control or manipulation of such plants is deemed by the manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities reasonably necessary to preclude stock from entering the easement area; and

(2) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. Rights Reserved in the United States

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of ingress and egress to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize any reasonably convenient route of access to the easement area. However, the landowner may provide a designed route to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedlings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticides application, fertilizing, and other appropriate practices.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent grazing or other types of encroachment on the easement area.

G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.

IV. Easement Management and Administration.

A. This easement shall be managed and administered by the Idaho Department of Fish and Game which may be referred to as the "easement manager."

B. For purposes of management and administration of this easement, all rights of the United States in this easement are assigned to the easement manager. The easement manager may enforce all the terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as may, from time to time, be promulgated under its general governmental authorities.

V. General Provisions

A. The agreed upon purposes of this reservation are the preservation and maintenance of the wetland and floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Such purposes shall constitute the dominant estate within the easement area. A "wetland" is defined by reference to section 7 (c) of Executive Order 11990 and a "floodplain" is defined by reference to section 6 (c) of Executive Order 11990. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland preservation and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. Subject to paragraph III-C in this easement the landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heir, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

EXHIBIT B

IDAHO DEPARTMENT OF FISH & GAME

for

HABITAT EASEMENT

BBCZ JOB # SC 120289

BOOK 320

DECEMBER 29, 1989

This parcel of land located in the NW 1/4 of Section 4, Township 3 North, Range 5 West, B.M. and the SW 1/4 of the SW 1/4 of Section 33, Township 4 North, Range 5 West, B.M., and the SE 1/4 of the SE 1/4 of Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho and is more particularly described as follows:

Beginning at an Iron Pin marking the Center 1/4 of Section 4, Township 3 North, Range 5 West, B.M. Owyhee County, Idaho;

Thence North 89° 59' 54" East, a distance of 242.26 feet along the Centerline of Said Section 4 to an Iron Pin. Said point being the TRUE POINT OF BEGINNING;

Thence North 42° 05' 36" East, a distance of 518.30 feet to an Iron Pin;

Thence North 22° 49' 42" East, a distance of 311.39 feet to an Iron Pin;

Thence North 34° 12' 13" East, a distance of 246.99 feet to an Iron Pin;

Thence North 47° 14' 12" East, a distance of 201.83 feet to an Iron Pin;

Thence North 16° 02' 09" East, a distance of 405.74 feet to an Iron Pin;

Thence North 22° 11' 21" West, a distance of 822.39 feet to an Iron Pin;

Thence North 47° 01' 03" West, a distance of 362.92 feet to an Iron Pin;

Thence North 12° 49' 47" West, a distance of 301.00 feet to an Iron Pin;

Engineering and Surveying

Since 1957

DESCRIPTION FOR

PAGE 2

IDAHO DEPARTMENT OF FISH & GAME

HABITAT EASEMENT

SC 120289

BOOK 320

DECEMBER 29, 1989

Said point being North 83° 13' 31" East, a distance of 517.61 feet of the Northwest Corner of Said Section 4. Said point also being at the Intersection of a line that is 70 feet Westerly of the Mean Highwater line of Succor Creek and a line that is 70 feet Southerly of the Mean Highwater line of the Snake River;

Thence the following Courses and Distances along a line that is 70 feet Southerly of and Parallel to the Mean Highwater line of the Snake River;

Thence North 66° 10' 16" West, a distance of 690.93 feet to an Iron Pin which is North 19° 08' 02" West, a distance of 360.09 feet of the Southeast Corner of Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho;

Thence North 62° 23' 38" West, a distance of 470.57 feet to an Iron Pin;

Thence North 63° 28' 56" West, a distance of 510.40 feet to an Iron Pin;

Thence North 52° 11' 14" West, a distance of 428.95 feet to an Iron Pin which is set at the Intersection of the Said line that is 70 feet Southerly of and Parallel to the Mean Highwater line of the Snake River and the East 1/16 line of said Section 32. Said point being North 0° 26' 11" West, a distance of 1067.56 feet of East 1/16 Corner on the South line of Said Section 32;

Thence North 0° 26' 11" West, a distance of 89.14 feet along the Said East 1/16 line of Said Section 32 to its intersection with the Mean Highwater line of the Snake River;

Thence the following Courses and Distances along the Mean Highwater line of the Snake River;

Thence South 52° 11' 14" East, a distance of 477.20 feet to a point;

Thence South 63° 28' 56" East, a distance of 503.92 feet to a point;

Thence South 62° 23' 38" East, a distance of 469.15 feet to a point;

DESCRIPTION FOR
IDAHO DEPARTMENT OF FISH & GAME
HABITAT EASEMENT
SC 120289
BOOK 320
DECEMBER 29, 1989

PAGE 3

Thence South 66° 10' 16" East, a distance of 775.23 feet to a point which is the Intersection of the Mean Highwater line of the Snake River and the Center of Succor Creek;

Thence the following Courses and Distances along the Center of Succor Creek;

Thence South 5° 11' 55" East, a distance of 244.32 feet to a point;

Thence South 67° 38' 33" East, a distance of 157.43 feet to a point;

Thence South 58° 39' 14" East, a distance of 131.35 feet to a point;

Thence South 28° 43' 17" East, a distance of 81.18 feet to a point;

Thence South 50° 12' 35" East, a distance of 433.06 feet to a point;

Thence South 37° 58' 41" East, a distance of 38.06 feet to a point;

Thence South 3° 30' 17" West, a distance of 98.64 feet to a point;

Thence South 27° 57' 25" West, a distance of 239.52 feet to a point;

Thence South 8° 13' 44" East, a distance of 154.13 feet to a point;

Thence South 49° 30' 27" East, a distance of 219.71 feet to a point;

Thence South 39° 47' 38" East, a distance of 89.60 feet to a point which is the intersection of the Center of Succor Creek and the North 1/16 line of Said Section 4;

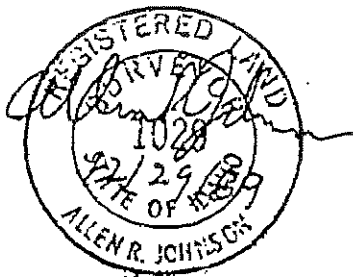
Thence North 89° 43' 20" West, a distance of 81.72 feet along the North 1/16 line of Said Section 4 to an Iron Pin marking the Northwest 1/16 of Said Section 4;

Thence South 0° 57' 24" East, a distance of 1310.91 feet along the West 1/16 line of Said Section 4 to an Iron Pin marking the West 1/16 of Said Section 4;

DESCRIPTION FOR
IDAHO DEPARTMENT OF FISH & GAME
HABITAT EASEMENT
SC 120289
BOOK 320
DECEMBER 29, 1989

PAGE 4

Thence South 89° 59' 54" West, a distance of 1075.37 feet along
the Centerline of Said Section 4 to the TRUE POINT OF BEGINNING,
comprising 27.87 Acres, more or less.



Page 42:
Order No. 0486
Policy No. AZ 978119

Schedule B, Continued:

11. Easement over and across Lot 3 and SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 4, and Lot 1, Sec. 5, T3N, R5W, B. M.; and Lot 4, Sec. 32, T4N, R5W, B. M., for a perpetual right, privilege and right of way to maintain, repair, inspect, operate and replace a sewer line, laterals and interceptor lines, including ingress and egress, as granted the City of Homedale, by deed recorded January 5, 1967 in Book 59 of Deeds, page 470, Owyhee County Records.

12. Subject to a Conservation Easement pursuant to Section 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985) and to the conditions and restrictions contained therein; as reserved in Deed recorded March 9, 1990, as Instrument No. 201920, Owyhee County Records.

13. A Mortgage to secure payment of a note for \$74,000.00, and any other amounts as therein provided,
Recorded: October 31, 1977, as Instrument No. 152491,
Owyhee County Records.
Dated: October 25, 1977
Mortgagor: Richard E. Lasselle and Lorena L. Lasselle,
husband and wife
Mortgagee: Federal Land Bank of Spokane, a corporation.

14. Riparian rights are neither guaranteed nor insured.

(End of Schedule B)

COPY

Bruce M. Smith, ISB #3425
 MOORE SMITH BUXTON & TURCKE, CHARTERED

DISTRICT COURT - SRBA
 TWIN FALLS CO., IDAHO
 FILED

Attorneys at Law

950 W. Bannock, Suite 520

Boise, ID 83702

Telephone: (208) 331-1800

Facsimile: (208) 331-1202

2007 MAY 31 AM 10 09

Attorney for TFR Partnership

RECEIVED

JUN 11 2007

DEPARTMENT OF
 WATER RESOURCES

BEFORE THE DEPARTMENT OF WATER RESOURCES
 OF THE STATE OF IDAHO

In Re: SRBA,

Case No. 39576

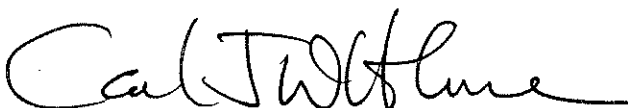
) Subcase No. 02-07188

) **NOTICE OF APPEARANCE**

COMES NOW Bruce M. Smith and gives Notice of Appearance on behalf of TFR Partnership in the above SRBA Subcase. Please forward all future documents and correspondence to Bruce M. Smith, of the firm Moore Smith Buxton & Turcke, Chtd., located at 950 W. Bannock Street, Suite 520, Boise, Idaho 83702 on behalf of TRF Partnership.

Respectfully submitted this 30th day of May, 2007.

MOORE SMITH BUXTON & TURCKE, CHARTERED



for BRUCE M. SMITH
 Attorney for TFR Partnership

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30 day of May, 2007, I caused to be served a true and correct copy of the foregoing Notice of Appearance via prepaid, U.S. Mail, to the following:

1. Original to:

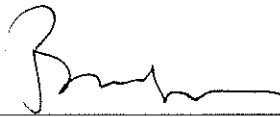
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724



BRUCE M. SMITH

MOORE SMITH BUXTON & TURCKE, CHARTERED

ATTORNEYS AND COUNSELORS AT LAW
950 W. BANNOCK STREET, SUITE 520; BOISE, ID 83702
TELEPHONE: (208) 331-1800 FAX: (208) 331-1202 www.msbtflaw.com

STEPHANIE J. BONNEY
SUSAN E. BUXTON*
PAUL J. FITZER
MICHAEL C. MOORE†
BRUCE M. SMITH
PAUL A. TURCKE‡
CARL J. WITHROE*
TAMMY A. ZOKAN†

JOHN J. McFADDEN*†
Of Counsel
» Also admitted in California
* Also admitted in New Mexico
* Also admitted in Oregon
‡ Also admitted in South Dakota
† Also admitted in Washington

June 6, 2007

IDWR-Western Region
2735 Airport Way
Boise, ID 83705-5082

RE: Notice of Change of Ownership
Subcase #02-07188 – MSBT File No. 1708

To Whom It May Concern:

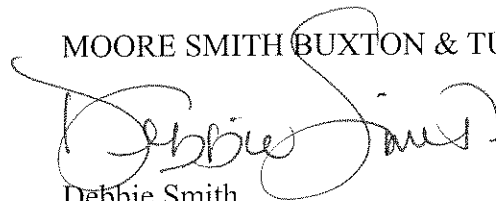
Please find enclosed the original and a copy Notice of Change of Ownership and a copy of the Notice of Appearance filed by the Court and previously supplied to the Department.

Please file the original Change of Ownership and return a conformed copy to our office at your earliest opportunity. For that purpose, I have enclosed a stamped, self-addressed envelope.

If you require further information, please contact our office.

Sincerely yours,

MOORE SMITH BUXTON & TURCKE, CHTD.



Debbie Smith

Legal Assistant to Bruce M. Smith

/dls
Enclosures

RECEIVED

JUN 07 2007

WATER RESOURCES
WESTERN REGION