

12/28/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-142E

NAME AND ADDRESS: MEADOWCREEK PROPERTY OWNERS ASSN
PO BOX 415
NEW MEADOWS ID 83654

SOURCE: LITTLE SALMON RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.690 CFS

PRIORITY DATE: 05/15/1906

POINT OF DIVERSION:

T19N R01E S23 NWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 07/01	0.690 CFS

PLACE OF USE: IRRIGATION in ADAMS County

T19N R01E S12 NWSW 40.00

40 ACRES TOTAL

Right Nos. 78-142D, 78-143E and 78-12157 are limited to the irrigation of a combined total of 40 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Water is delivered through the West Side Ditch.

This right is renumbered from former right 78-142A.

11/13/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-142D

NAME AND ADDRESS: MC NEAL FAMILY PARTNERSHIP
PO BOX 1070
THAYNE WY 83127

SOURCE: LITTLE SALMON RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.350 CFS

PRIORITY DATE: 05/15/1906

POINT OF DIVERSION:

T19N R01E S23 NWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 07/01	0.350 CFS

PLACE OF USE: IRRIGATION in ADAMS County

T19N R01E S12 NESW 13.00

13 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 13 acres in a single irrigation season.
Combined Right Nos.: 78-142D, 78-143C and 78-12158

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is renumbered from former right 78-142A.

Water is delivered through the West Side Ditch.

07/07/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-143C

NAME AND ADDRESS: MC NEAL FAMILY PARTNERSHIP
PO BOX 1070
THAYNE WY 83127

SOURCE: LITTLE SALMON RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.215 CFS

PRIORITY DATE: 05/15/1906

POINT OF DIVERSION:

T19N R01E S23 NWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	07/02 10/31	0.215 CFS

PLACE OF USE: IRRIGATION Within ADAMS County

T19N R01E S12 NESW 13.00

13 ACRES TOTAL

Right Nos. 78-142D, 78-143C and 78-12158 are limited to the irrigation of a combined total of 13 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

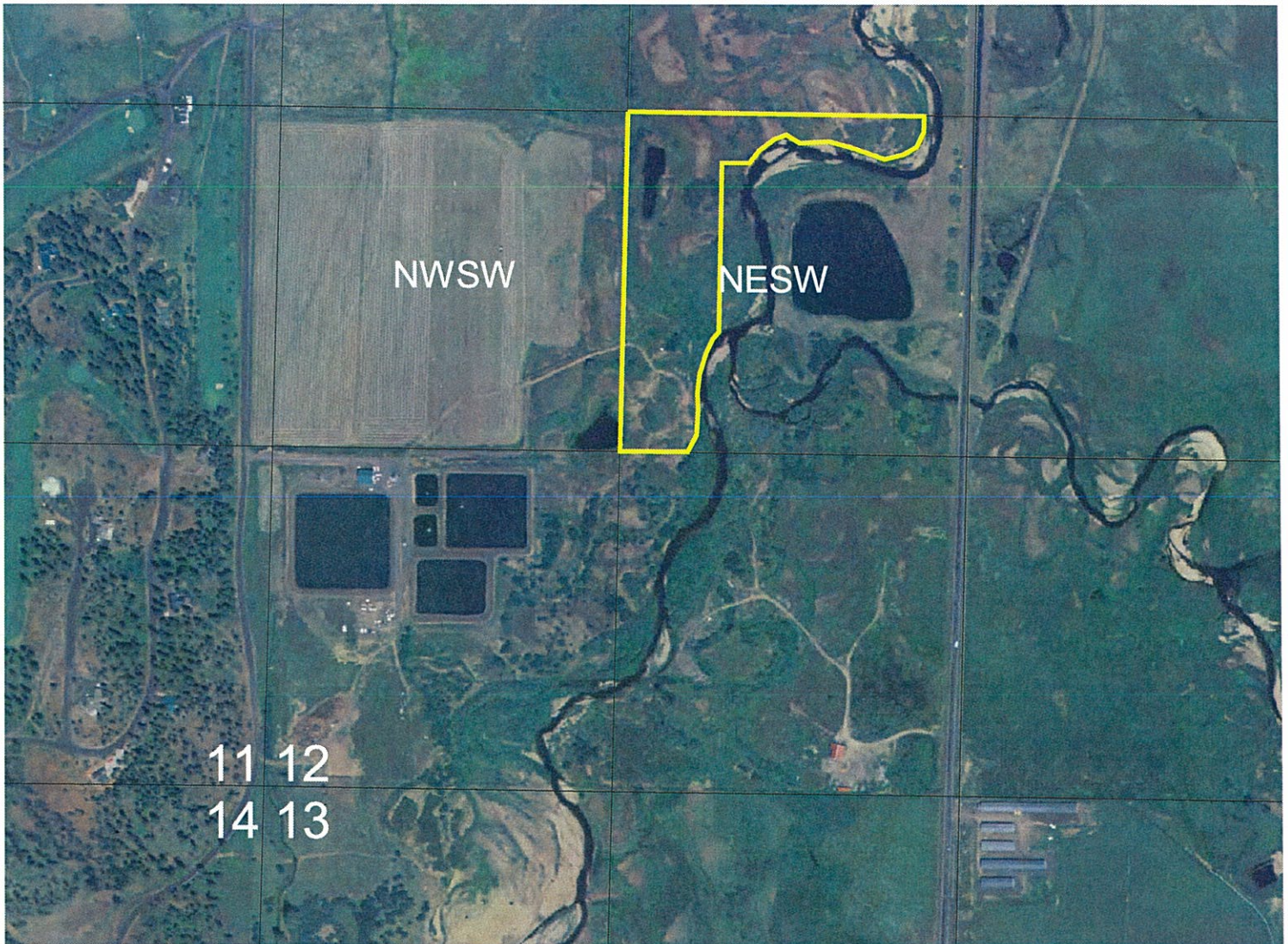
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is renumbered from former right 78-143A.

Water is delivered through the West Side Ditch.

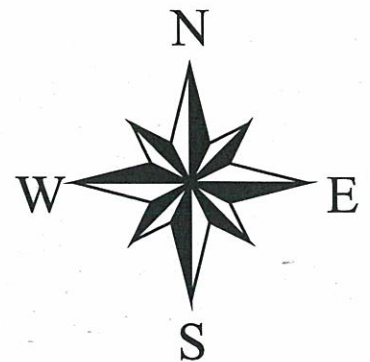
78-142D 78-143C & 78-12158



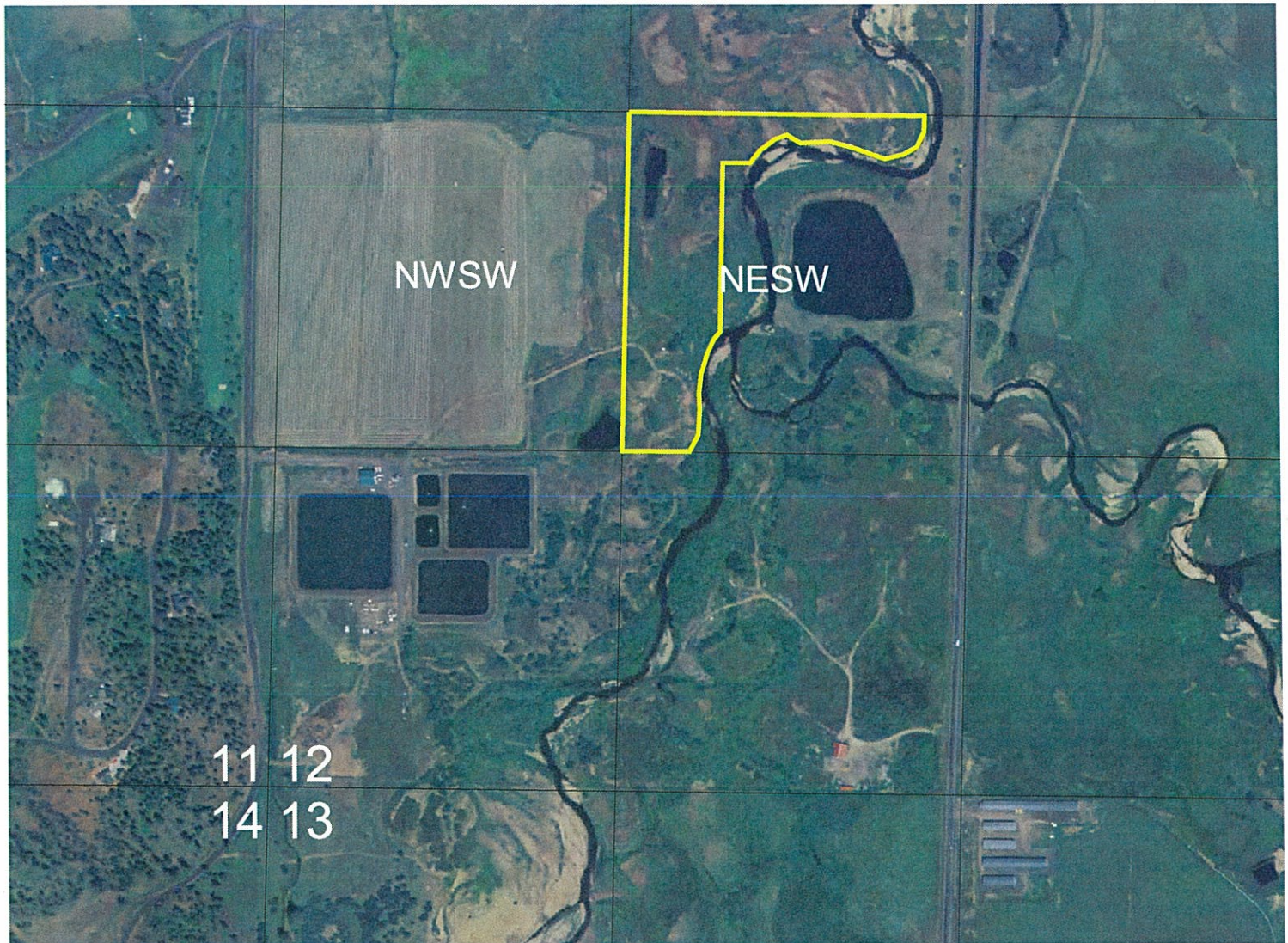
1000 0 1000 2000 Feet

T19N R01E S12

Map prepared by: Carter Fritschle
Date prepared: 11/13/06
2004 NAIP Photography
Idaho Department of Water Resources



78-142D 78-143C & 78-12158



1000 0 1000 2000 Feet

T19N R01E S12

Map prepared by: Carter Fritschle
Date prepared: 11/13/06
2004 NAIP Photography
Idaho Department of Water Resources



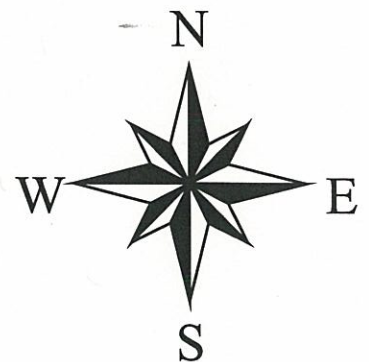
78-142E 78-143D & 78-12157



1000 0 1000 2000 Feet

T19N R01E S12

Map prepared by: Carter Fritschle
Date prepared: 11/13/06
2004 NAIP Photography
Idaho Department of Water Resources



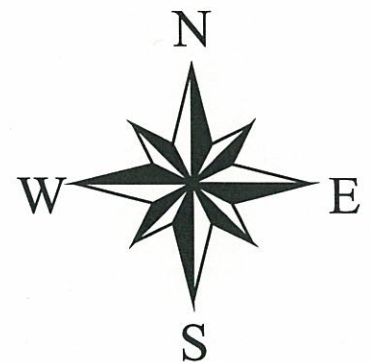
78-142E 78-143D & 78-12157



1000 0 1000 2000 Feet

T19N R01E S12

Map prepared by: Carter Fritschle
Date prepared: 11/13/06
2004 NAIP Photography
Idaho Department of Water Resources





MEADOW CREEK

PROPERTY OWNERS' ASSOCIATION

3820 Hot Springs Road

P.O. Box 415

New Meadows, ID 83654

December 5, 2006

Mr. Carter Fritschle
Idaho Dept. of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

RECEIVED

DEC 07 2006

DEPARTMENT OF
WATER RESOURCES

Dear Mr. Fritschle,

After a brief search into our archives, I've located the warranty deeds on the land application site, two aerial photos of the application field and two plats reflecting our well locations.

As we discussed, I did not need to complete and return the "claim forms" just the enclosed *change of ownership form* that was downloaded from the IDWR website.

Enclosed, please find the following:

Notice of change in water right ownership (2 page form)

Aerial map	78-142A and 78-143A
Aerial map	78-142E and 78-143D and 78-12157

Warranty Deed	Instrument #99473 (2 pages)
Land App. Field	

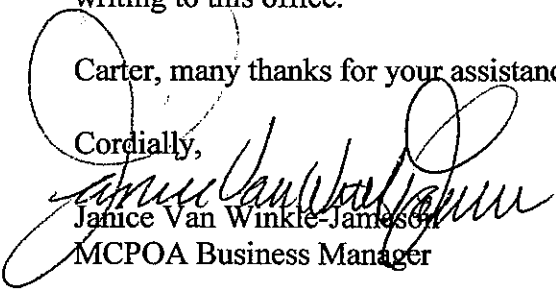
Warranty Deed	Instrument #99475 (3 pages)
Well Site	

Plat Map Excerpts North well site and South well site within MeadowCreek

Please note that only one well site warranty deed was located and enclosed. After your search on the well sites and determination as to whether or not they require water rights please respond in writing to this office.

Carter, many thanks for your assistance – your time is appreciated!

Cordially,


Janice Van Winkle-Jameson
MCPOA Business Manager

cc: Dwight Dickey
file

RECEIVED

DEC 07 2006

DEPARTMENT OF
WATER RESOURCES

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
78	142	E		78-7173	
78	143	D		78-7177	
78	12157				

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 usually attached to your deed or on file with the county).

OR

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 **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(s)

M. Resorts, LTD

4. New Owner/Claimant(s)

Meadow Creek Property Owners' Association, Inc.

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

P.O. BOX 415

City, State and ZIP Code

New Meadows ID 83654

New Telephone Number

208 347-2260

5. Date you acquired the property

10-19-1999

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DEC 09 2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

Janine Van Winkle, Jumper
MCPSA Business Manager - B-5-X6

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.

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by <u>CF</u> AJ	Date <u>12-15-06</u>	WR _____ Date _____

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DEC 09 2006

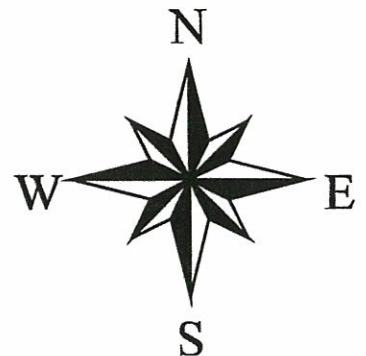
78-142A & 78-143A



1000 0 1000 2000 Feet

T19N R01E S12

78-142A is used from 4-1 to 7-1
78-142B is used from 7-2 to 10-31



SCANNED
DEC 19 2006

78-142E 78-143D & 78-12157



1000 0 1000 2000 Feet

T19N R01E S12

Map prepared by: Carter Fritschle
Date prepared: 11/13/06
2004 NAIP Photography
Idaho Department of Water Resources



SCANNED
DEC 09 2006

INSTRUMENT NO. **99473**
PAGE 1 OF 2

WARRANTY DEED
Land Application Field

FOR VALUE RECEIVED, M RESORTS, LTD., an Idaho Limited Partnership, as Grantor, does hereby grant, bargain, sell, and convey unto **MEADOWCREEK PROPERTY OWNER'S ASSOCIATION, INC.**, an Idaho Corporation, of Box 415, New Meadows, Idaho 83654, as Grantee, the following described real property situated in Adams County, Idaho, to-wit:

See Exhibit "A-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 14 day of October, 1999.

M RESORTS, LTD., an Idaho limited partnership

BY: **M Resorts, Inc.**, an Idaho corporation

General Partner

By:

BRADFORD N. RAULSTON
Its: Vice President of Operations

Instrument # 99473

COUNCIL, ADAMS, IDAHO

2001-03-01 01:35:58 No. of Pages: 2

Recorded for: MILLEMANN, RITTENGER, MCMAHAN

MICHAEL FISK Fee: \$6.00

Ex-Officio Recorder Deputy Leah J. Link

Index to: DEED

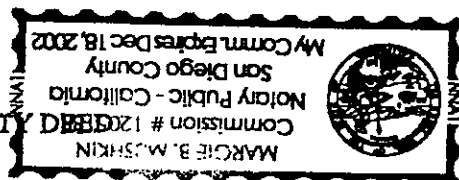
STATE OF California)
(ss.
County of San Diego)

On this 14th 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 California
Residing at: One Market Place, San Diego, CA
My Commission Expires: Dec. 18, 2002

WARRANTY DEED



SCANNED

DEC 09 2006

INSTRUMENT NO. 99473

PAGE 2 OF 2

EXHIBIT "A-1"

Legal description of Land Application Field

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

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho,
Section 12: NW $\frac{1}{4}$ SW $\frac{1}{4}$ excepting therefrom the S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$
SW $\frac{1}{4}$.

SCANNED

DEC 09 2006

INSTRUMENT NO. 99475
PAGE 1 OF 3

ORIGINAL

WARRANTY DEED
Well Site

FOR VALUE RECEIVED, M RESORTS, LTD., an Idaho Limited Partnership, as Grantor, does hereby grant, bargain, sell, and convey unto MEADOWCREEK PROPERTY OWNER'S ASSOCIATION, INC., an Idaho Corporation, of Box 415, New Meadows, Idaho 83654, as Grantee, the following described real property situated in Adams County, Idaho, to-wit:

See Exhibit "C-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.

The premises granted herein is for the purpose of installing and maintaining a potable public water system. There shall be no improvements constructed or installed on the premises other than those constructed or installed incidental to, or for the benefit of, such system.

DATED this 14th day of October 1999.

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

By:

BRADFORD N. BAULSTON
Is: Vice President of Operations

Instrument # 99475

COUNCIL, ADAMS, IDAHO

2001-03-01

01:35:58 No. of Pages: 3

Recorded for : MILLEMANN, RITTENGER, MCMAHAN

MICHAEL FISK

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: DEED

INSTRUMENT NO. 99475
PAGE 2 OF 3

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

On this 14th 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 California
Residing at: One Market Place
My Commission Expires: Dec. 18, 2002



EXHIBIT "C-1"

INSTRUMENT NO. 99475
PAGE 3 OF 3THOMAS W. KERR
PLS 998KERR SURVEYING
PO BOX 853-404 E. PARK
McCALL, IDAHO 83638
208-634-2686 / FAX 208-634-4042
October 12, 1999JOEL W. DROULARD
PLS 5357MEADOWCREEK WELL PARCEL
NW4 NW4 Sec. 12, T19N, R1E
Adams County, Idaho

A parcel of land situate in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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° 27' 20" E., 1072.39 feet along the line common to said Sections 11 and 12; thence, S. 89° 13' 01" E., 96.19 feet to a $\frac{1}{2}$ " x 24" rebar, the REAL POINT OF BEGINNING:

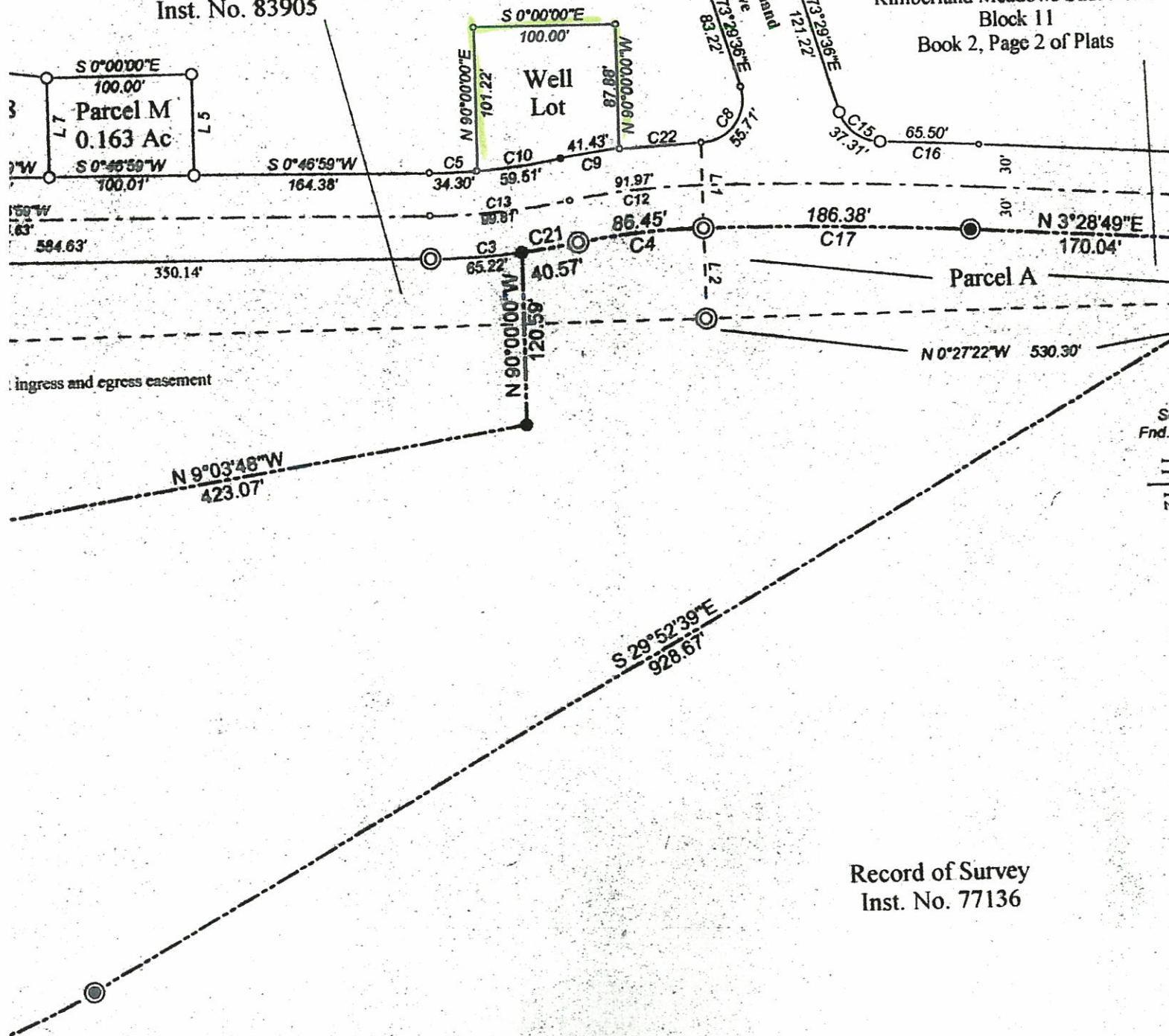
Thence, continuing S. 89° 13' 01" E., 147.58 feet to a $\frac{1}{2}$ " x 24" rebar,
Thence, S. 00° 46' 59" W., 147.58 feet to a $\frac{1}{2}$ " x 24" rebar,
Thence, N. 89° 13' 01" W., 147.58 feet to a $\frac{1}{2}$ " x 24" rebar,
Thence, N. 00° 46' 59" E., 147.58 feet to the Point of Beginning, containing 0.500 acres,
more or less.

Bearings based on the plat of Meadowcreek Estates.

North well site

Meadowridge Estates
Inst. No. 83905

Kimberland Meadows Sub. No. 2
Block 11
Book 2, Page 2 of Plats

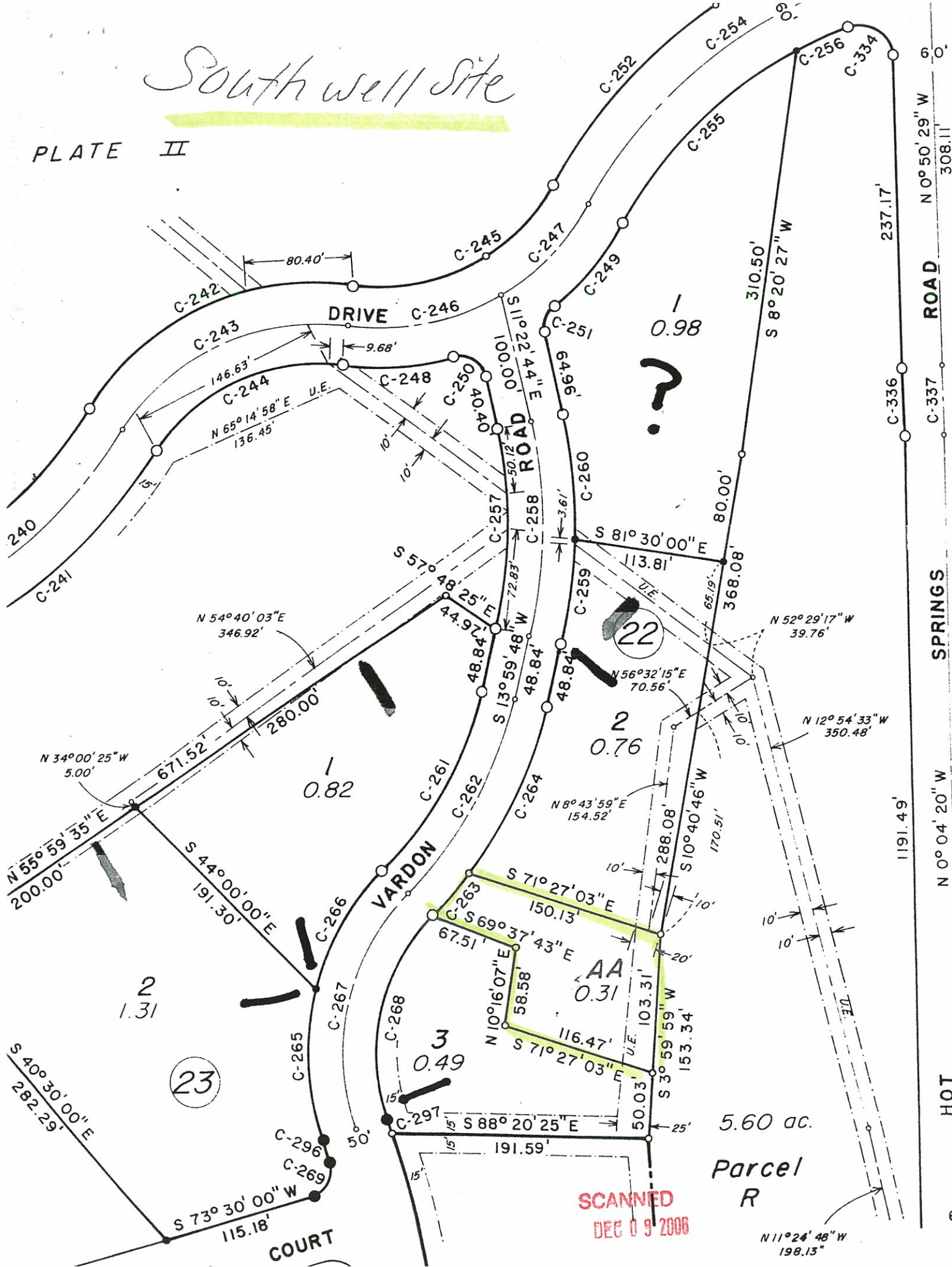


Record of Survey
Inst. No. 77136

SCANNED
DEC 09 2006

Southwell Site

PLATE II



11/13/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-142E
NAME AND ADDRESS: ROBERT BUTTS
PO BOX 366
NEW MEADOWS ID 83654

SOURCE: LITTLE SALMON RIVER TRIBUTARY: SALMON RIVER

QUANTITY: 0.690 CFS

PRIORITY DATE: 05/15/1906

POINT OF DIVERSION:
T19N R01E S23 NWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 07/01	0.690 CFS

PLACE OF USE: IRRIGATION in ADAMS County
T19N R01E S12 NWSW 40.00

40 ACRES TOTAL

Right Nos. 78-142D, 78-143E and 78-12157 are limited to the irrigation of a combined total of 40 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Water is delivered through the West Side Ditch.

This right is renumbered from former right 78-142A.

11/13/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-143D

NAME AND ADDRESS: ROBERT BUTTS
PO BOX 366
NEW MEADOWS ID 83654

SOURCE: LITTLE SALMON RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.430 CFS

PRIORITY DATE: 05/15/1906

POINT OF DIVERSION:

T19N R01E S23 NWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	07/02 10/31	0.430 CFS

PLACE OF USE: IRRIGATION in ADAMS County

T19N R01E S12 NWSW 40.00

40 ACRES TOTAL

Right Nos. 78-142D, 78-143E and 78-12157 are limited to the irrigation of a combined total of 40 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

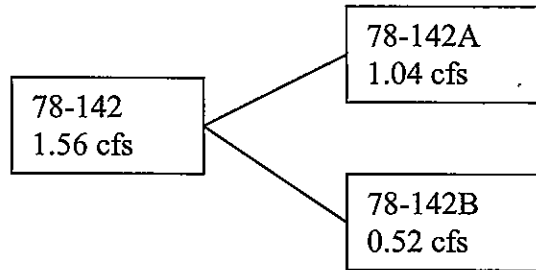
Water is delivered through the West Side Ditch.

This right is renumbered from former right 78-143A, which was claimed as part of 78-142A.

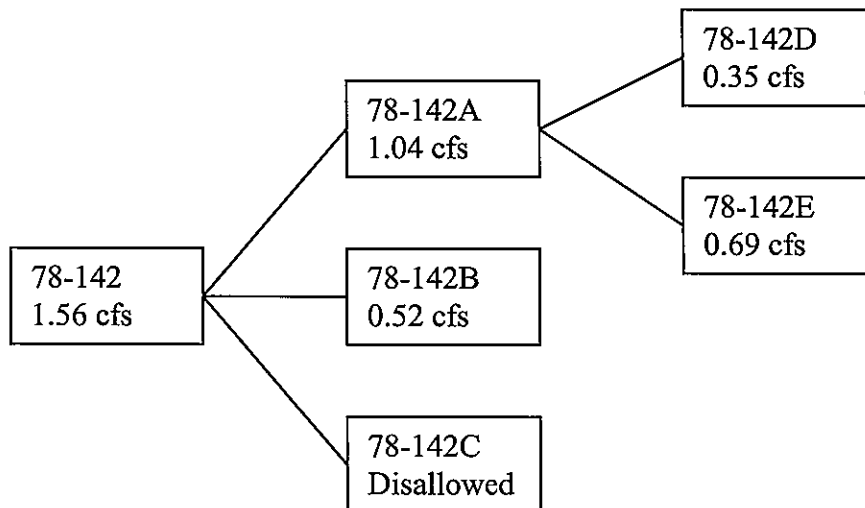
Splits of 78-142

78-142 decreed for 1.555 cfs up to and including July 1

Water Rights



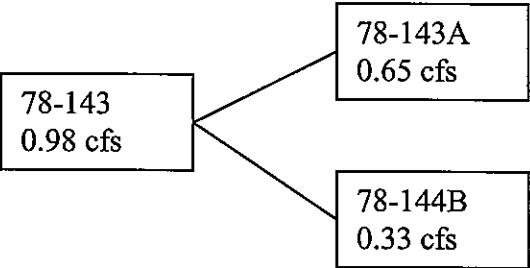
Adjudication



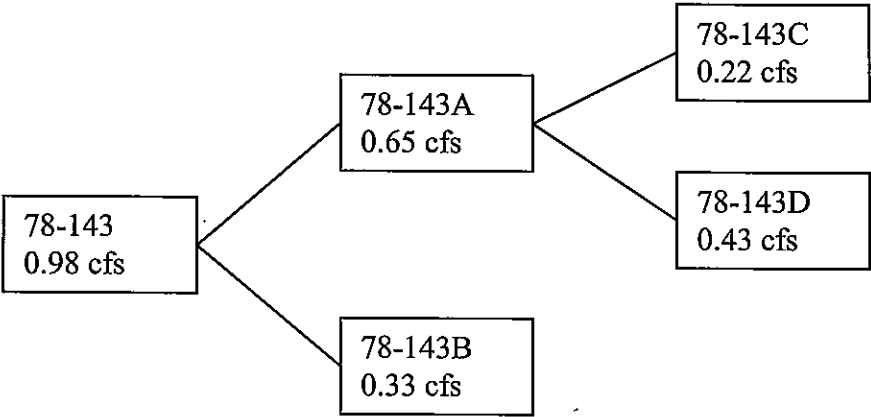
Splits of 78-143

78-143 decreed for 0.975 cfs after July 1

Water Rights



Adjudication



**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 78-142A**

05/10/2005

1

Water Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
78-142A	Claim	19N	01E	12	NE	SW		IRRIGATION	20/60	M RESORTS LTD
78-2018B	Claim	19N	01E	12	NE	SW		IRRIGATION	20/60	M RESORTS LTD
78-12158	Claim	19N	01E	12	NE	SW		IRRIGATION	20/20	M RESORTS LTD
78-142A	Water Right	19N	01E	12	NE	SW		IRRIGATION		GUSTAV MEYER
78-143A	Water Right	19N	01E	12	NE	SW		IRRIGATION		GUSTAV MEYER
78-2018	Water Right	19N	01E	12	NE	SW		IRRIGATION	20/100	GUSTAV E MEYER
78-142A	Claim	19N	01E	12	NW	SW		IRRIGATION	40/60	M RESORTS LTD
78-2018B	Claim	19N	01E	12	NW	SW		IRRIGATION	40/60	M RESORTS LTD
78-142A	Water Right	19N	01E	12	NW	SW		IRRIGATION		GUSTAV MEYER
78-143A	Water Right	19N	01E	12	NW	SW		IRRIGATION		GUSTAV MEYER
78-2018	Water Right	19N	01E	12	NW	SW		IRRIGATION	40/100	GUSTAV E MEYER

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 CPS _____ | 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.

SCANNED

SEP 06 2005

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:

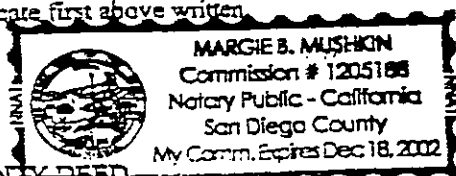
BRADFORD N. RAULSTON
Vice President of Operations

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 P.M.
this 20 day of Oct. 1999
by MICHAEL FISK, RECORDER
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.



WARRANTY DEED

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

SCANNED

SEP 06 2005

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 1E., 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°37'55" 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;

CONTINUED

SCANNED

SEP 06 2005

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

SCANNED

SEP 06 2005

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

SCANNED

SEP 06 2005

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 1316.01 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 601.55 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 341.13 feet to a point; thence

North 04° 04' 56" East 244.76 feet to a point on the Section line

Common to said Sections 35 and 2; thence

North 89° 17' 47" East 361.66 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° 25' 30" 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 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 11° 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 17° 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

SCANNED

SEP 06 2005

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 $38^{\circ} 47' 46''$ 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 $00^{\circ} 35' 32''$
West 125.84 feet, radius is 11409.16 feet and delta angle is $00^{\circ} 37' 55''$ along said right-of-way
to a 5/8" rebar;

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

Thence continuing South $00^{\circ} 54' 19''$ West 533.53 feet to a concrete right-of-way monument, Station
111+00;

Thence South $00^{\circ} 53' 39''$ West 221.77 feet along said right-of-way to a 1/2" rebar;

Thence South $88^{\circ} 52' 50''$ 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 aka Kimberland Meadows Subdivision No. 3 Amended;

Thence along said county Road right-of-way North $00^{\circ} 50' 29''$ 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 $00^{\circ} 46' 53''$ East 432.80 feet;

Thence North $88^{\circ} 51' 00''$ 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

*Does not
include NWsw
of Section 12*

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.

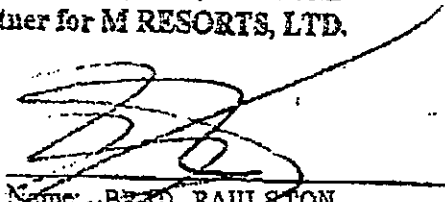
prevailing party in such dispute shall be entitled to collect its attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

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:

SCANNED

SEP 06 2005

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

SCANNED

SEP 06 2005

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.

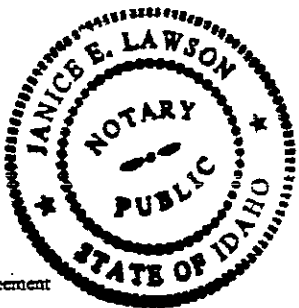
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

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: 12/1/2004

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

Thence South 00°34'19" 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 51.55 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°38'57" West 27.05 feet, radius is 4030.00 feet and delta angle is 00°23'04" to a 5/8" rebar;

Thence North 00°50'29" West 358.95 feet to a 1/2" rebar;

Thence North 88°52'50" East 2766.48 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

SCANNED

SEP 06 2005

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° 47' 46" East on the Section line common to said Sections 1 and 12, 2233.99 feet to a point;

Thence North 01° 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° 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° 12' 14" West 840 feet to a point;

Thence North 88° 47' 46" East 1037.14 feet to a point;

Thence South 01° 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. 82905, and First Amended Plat recorded January 10, 1995 in Book 2 Plats page 15 as Instr. No. 87255.

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.12E., S.M. and Section 2, T.19 N., R.12E., S.M. a Brass cap monument, thence North 89° 17' 47" East 1,316.01 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 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° 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° 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' 56" 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.

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 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 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.E.A. Kimberland Meadows Subdivision No. 3, Amended;

Thence along said County Road right-of-way:

North 00 degrees 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 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

SCANNED

SEP 06 2005

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 749.66 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.K.A. Kimberland Meadows Subdivion No. 3 Amended;

Thence along said County Road right-of-way:

North 00 degrees 50'29" West 418.21 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 37'28" 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

*Described
as
NESW
only
on
deed.*

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	2.10 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	0.50 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	

SCANNED

SEP 06 2005

EXHIBIT "F" (Continued) Page 2

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 storage	0.2 afa	1/1-12/31	
			Irrigation from storage	0.2 afa	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 SW1/4 NE1/4
			Domestic	0.65 cfs	1/1-12/31	Parts of T19N R1E Sec. 1,2,11
A78-07177 pch P	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- gation	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	

SCANNED

SEP 06 2005

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A78-00142A
Date Received: 4/12/1993
Receipt No: W016115
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: M RESORTS LTD 208-634-4121
Address: 1101 WARREN WAGON ROAD
PO BOX 1006
MC CALL ID 83638

2. Date of Priority: MAY 15, 1906

3. Source: LITTLE SALMON RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
19N	01E	12	SW	NE	NE		ADAMS

5. Description of diverting works:
DIVERSION DAM & DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	07/01	1.040		
IRRIGATION	07/02	09/15	0.645		

7. Total Quantity Appropriated is:
1.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
19N	01E	12	NE	SW		IRR	20.0
			NW	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	60.0
					Total Acres	60.0

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

A78-00142A IS AN AMENDMENT OF A78-00142 WITH A RECEIPT NO.
C000555. A78-00142A ALSO INCLUDES 780143A. SEE TRANSFER NO.
2767. TOTAL DIVERSION FOR THE PERIOD OF USE 07/02 TO 09/15 IS
.645 CFS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

GUSTAV E. MEYER
Decree Plaintiff

J. G. BERRY ET. AL.
vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

APR 7 1993

DATE OF CLOSING: 12/21/92

LEGAL DESCRIPTION OF PROPERTY: Township 19 N. Range 1 E. Department of Water Resources
Section 12, 1/4 of 1/4 of 1/4, Govt. Lot , BM. Western Regional Office
Lot , Block , Subdivision/Townsite .
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A78-00142, A78-00142A
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Robert Butts
Box 366
New Meadows, ID 83654
- ☐ New Owner/Claimant (Purchaser): M RESORTS, LTD., an Idaho Limited Partnership
- ☐ New Mailing Address: 1101 Warren Wagon Road
P. O. Box 1006
McCall, ID 83638
- ☐ New Telephone Number: (208 634 - 4121
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no as to A78-00142
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
yes, as to A78-00142. Portion claimed is 0.26 cfs which is
appurtenant to 20 acres in NE 1/4 of SW 1/4 of Section 12.

- ☐ Attach proof of ownership, describe proof attached: Deed to Claimant.
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) X [Signature] Date 3/12/93
Douglas F. Manchester, Chairman of the General
Partner, M RESORTS, INC., an Idaho corporation
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any: _____

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

44 APR 7 1993
Department of Water Resources
Alberta Regional Office

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED, Shore Club Lodge, Inc., a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby Grant, Bargain, Sell and Convey unto M RESORTS, LTD., an Idaho limited partnership, whose address is 501 Lake Street, McCall, Idaho, 83638, hereinafter called the Grantee, the following described premises situated in Adams County, Idaho, to-wit:

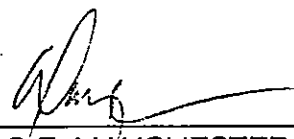
See Exhibit "A" Attached Hereto and Made a Part Hereof

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs, successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: March 12, 1993

SHORE CLUB LODGE, INC.,
an Idaho corporation

By: 
DOUGLAS F. MANCHESTER, President

INSTRUMENT NO. 83785
State of Idaho)
County of Adams) ss.

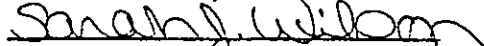
By: 
L. EDWARD ELAM, Secretary

Filed for record at the request of
Steven J. Millemann

00 min. past 2 o'clock P.M.

this 19 day of March, 1993

MICHAEL FISK, RECORDER

by 
Deputy

Fee \$ 9.00

STATE OF IDAHO)
) (ss.
 County of Valley)

On this 12th day of March, 1993, before me, Kathleen Muller, a Notary Public in and for said State, personally appeared DOUGLAS F. MANCHESTER, known or identified to me to be the President of Shore Club Lodge, Inc., an Idaho Corporation, 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.

Kathleen Muller
 NOTARY PUBLIC FOR IDAHO
 Residing at McCall, Idaho new meadows
 My Commission Expires: 3/5/99

STATE OF IDAHO)
) (ss.
 County of Valley)

On this 12th day of March, 1993, before me, Kathleen Muller, a Notary Public in and for said State, personally appeared L. EDWARD ELAM, known or identified to me to be the Secretary of Shore Club Lodge, Inc., an Idaho Corporation, 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.

Kathleen Muller
 NOTARY PUBLIC FOR IDAHO
 Residing at McCall, Idaho new meadows
 My Commission Expires: 3/5/99

68210
1140

Page 23:

KIMBLELAND MEADOWS SUBDIVISION, INC. as recorded in Book 2 of Maps of
page 7 of the records of Adams County, Idaho. Also with the North 1/4
Bldg. 4: Units A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z.

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho is
Section 12: N 1/2 SW 1/4.

Sections 11 and 12: Parcels in the NW 1/4 of Section 12 and the NE 1/4 of
Section 11 described as follows:

North Parcel: Commencing at the NW corner of Section 12, the PLACE OF
BEGINNING;

thence North 88°47'46" East 2,700.00 feet along the Northerly
boundary of said Section 12 to the westerly right of way of
U.S. Highway 95 to a point;

thence 125.84 feet along a curve to the right whose
long chord bears South 00°54'19" West 125.84 feet, radius is
11,409.16 feet and delta angle is 00°57'55" along said right of
way to a point;

thence South 00°54'19" West 749.66 feet along said right of way
to a point;

thence South 88°51'00" West 2,700.83 feet to a point on the
Easterly right of way of Adams County Road, according to the
official plats of Kimberland Meadows Subdivisions No. 2 and No.
3, on file in the office of the Adams County Recorder;

thence along said County Road right of way: North 00°46'59"
East 151.83 feet to a point;

thence 105.79 feet along a curve to the left whose radius is
530.00 feet and delta angle is 11°23'11" to a point;

thence 85.45 feet along a curve to the right whose radius is
470.00 feet and delta angle is 10°32'19" to a point;

thence 186.30 feet along a curve to the right whose radius is
2,970.00 feet and delta angle is 03°35'41" to a point;

thence North 03°28'45" East 201.47 feet to a point;

thence North 88°51'44" East 2,700.83 feet to the PLACE
OF BEGINNING.

DESCRIBES
KIMBLELAND MEADOWS
LOT (KIMBLELAND
LOT)

19N 1E SEC 12 - NW 1/4 SW 1/4
NW 1/4 (PORTIONS)
SEC. 11 NE 1/4 (PORTIONS)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A78-00142A

Date Received: 5/ 9/1988

Receipt No: _____

Received By: _____

APR 7 1993

Department of Water Resources
Western Regional Office

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ROBERT BUTTS 208-347-2510
Address: BOX 366
NEW MEADOWS ID 83654
2. Date of Priority: MAY 15, 1906
3. Source: LITTLE SALMON RIVER Trib. to: SALMON RIVER
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 19N | 01E | 12 | SW | NE | NE | | ADAMS |
5. Description of diverting works:
DIVERSION DAM & DITCH
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 05/01 | 07/01 | 1.040 | | |
| IRRIGATION | 07/02 | 09/15 | 0.645 | | |
7. Total Quantity Appropriated is:
1.040 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
NONE
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
19N	01E	12	NE	SW		IRR	20.0
			NW	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	60.0
					Total Acres	60.0

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

A78-00142A IS AN AMENDMENT OF A78-00142 WITH A RECEIPT NO. C000555. A78-00142A ALSO INCLUDES 780143A. SEE TRANSFER NO. 2767. TOTAL DIVERSION FOR THE PERIOD OF USE 07/02 TO 09/15 IS .645 CFS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

GUSTAV E. MEYER
Decree Plaintiff

J. G. BERRY ET. AL.
vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not x wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: one

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): X [Signature] Date: 3/2/93
Douglas F. Manchester, Chairman of the
General Partner, M RESORTS, Date: _____
INC., an Idaho corporation

State of Idaho)
County of Valley) SS.

Subscribed and sworn (or affirmed) before me this 12 day

of March 19 93

[Signature]
Notary Public

Seal

Residing at New Meadows

My Commission Expires 3/5/99

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. No. A78-00142A

ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s) M RESORTS, LTD., an Idaho Limited Partnership

Mailing Address 1101 Warren Wagon Road
(include Zip Code)

P. O. Box 1006

McCall, ID 83638

Phone Number (208) 634 - 4121

WR5809NP
No. 78-00143A

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 06/16/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	GUSTAV MEYER	05/15/1906	IRRIGATION	00-00 00-00	0.645 CFS	
TOTAL DIVERSION:					0.645 CFS	

Water Source: LITTLE SALMON RIVER

Tributary to: SALMON RIVER.

Stage: DECREED

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
19N	01E	12	:																		
			:																		

Pou County: ADAMS

Dates:	App. Received:	Priority Date:	05/15/1906
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		
Misc:	Water District Number:	Field Exam Fee:	

Water Right Number - 78-00142A Prefix Translation: WATER RIGHT Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
MEYER GUSTAV 1 -
2 -
3 -
City- State- Zip-
Phone -

+ - - Priority Date - - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/15/1906 14 WESTERN D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
LITTLE SALMON RIVER SALMON RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 1.040

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
1.040

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

19N	01E	12	NE NW			01	IRRIGATION	3	ADAMS
19N	01E	12	NW NW			01	IRRIGATION	3	ADAMS
19N	01E	12	SW NW			01	IRRIGATION	3	ADAMS
19N	01E	12	SE NW			01	IRRIGATION	3	ADAMS
19N	01E	12	NE SW			01	IRRIGATION	3	ADAMS
19N	01E	12	NW SW			01	IRRIGATION	3	ADAMS
19N	01E	12	SW SW			01	IRRIGATION	3	ADAMS
19N	01E	12	SE SW			01	IRRIGATION	3	ADAMS

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
No Remarks found.

Water right number - 78-00142A

Prefix Translation: WATER RIGHT

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +
GUSTAV E. MEYER

+ - - - - Decree Defendant - - - +
J. G. BERRY ET. AL.

+ - Decree Date - +
01/09/1931

+ - - - - Comments - - - - - +
No comments Found

+ - - Audit Fields - 00/00/00

+ - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date - 00/00/0000	Field Exam Made - 00/00/0000	Field Exam Fee -
Approved/Denied - 00/00/0000	Protested Date - 00/00/0000	Swan Falls -
Proof Made Date - 00/00/0000	Hearing Date - 00/00/0000	Temporary Right - P
Exam to S.O. Date- 00/00/0000	Verified Date - 00/00/0000	DLE/Carey Act -
Order Show Cause - 00/00/0000	Receipt Number -	Water District -
Licensed Date - 00/00/0000	Appl Received - 00/00/0000	Transfer/Amended -
Decree Date - 01/09/1931		

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

RECEIVED
APR 7 1993

Ident. Number: A78-00142A
Date Received: 5/6/1988
Receipt No: C000555
Received By: _____

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ~~ROBERT BUTTS~~ M RESORTS 208-347-2510
Address: ~~BOX 366~~ 1101 WARREN WAGON RD.
NEW MEADOWS ID 8365-4
McCAHL

2. Date of Priority: MAY 15, 1906

3. Source: LITTLE SALMON RIVER Trib. to: BIG SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
19N	01E	12	SW	NE	NE		ADAMS

5. Description of diverting works:
CONC. DAM ACROSS LITTLE SALMON RIVER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	09/10	0.777		

7. Total Quantity Appropriated is:
0.777 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
19N	01E	12	NW	NE		IRR	40.0
			NE	SW		IRR	20.0
Section Acres							60.0

10. Place of Use: Continued

Total Acres 60.0

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A7800242

14. Remarks:
SPLIT INTO 78-0142A & B BY TRANS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 2/26/1931

GUSTAV E. MEYER
Decree Plaintiff

J. G. BERRY
vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: one

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): X  Date: 3/12/93
Douglas F. Manchester, Chairman of the
General Partner, M RESORTS, INC. Date: _____
an Idaho corporation

State of Idaho)
County of Valley) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of March 19 93

Wethleen Muller
Notary Public

Seal

Residing at New Meadows

My Commission Expires 3/5/99

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. No. A78-00142

ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s) M RESORTS, LTD., an Idaho Limited Partnership

Mailing Address 1101 Warren Wagon Road
(include Zip Code) P. O. Box 1006
McCall, ID 83638

Phone Number (208) 634 - 4121



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED
APR 7 1993

DATE OF CLOSING: 12/21/92

Department of Water Resources
Western Regional Office

LEGAL DESCRIPTION OF PROPERTY: Township 19 N. Range 1 E.
Section 12, 1/4 of 1/4 of 1/4 Govt. Lot , BM.
Lot , Block , Subdivision/Townsite .
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A78-00142, A78-00142A
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Robert Butts
Box 366
New Meadows, ID 83654
- ☐ New Owner/Claimant (Purchaser): M RESORTS, LTD., an Idaho Limited Partnership
- ☐ New Mailing Address: 1101 Warren Wagon Road
P. O. Box 1006
McCall, ID 83638
- ☐ New Telephone Number: (208 634 - 4121
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no as to A78-00142
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
yes, as to A78-00142. Portion claimed is 0.26 cfs which is
appurtenant to 20 acres in NE 1/4 of SW 1/4 of Section 12.
- ☐ Attach proof of ownership, describe proof attached: Deed to Claimant.
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) X [Signature] Date 3/12/93
Douglas F. Manchester, Chairman of the General
Partner, M RESORTS, INC., an Idaho corporation
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

NOTE: Being
Amended 5/9/88
JKN

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A78-00142A
Date Received: 5/05/1988
Receipt No: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT BUTTS 208-347-2510
Address: BOX 366
NEW MEADOWS, ID 83654

2. Date of Priority: MAY 15, 1906

3. Source: LITTLE SALMON RIVER Trib. to: BIG SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
19N	01E	12	SW	NE	NE		ADAMS

5. Description of diverting works:
CONC. DAM ACROSS LITTLE SALMON RIVER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	09/10	0.777		

7. Total Quantity Appropriated is:
0.777 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
19N	01E	12	NW	NE	SW	IRR	40.0
			NE	SW		IRR	20.0
						Section Acres	60.0

A78-00142

Page 1

Date: 05/05/88

MICROFILMED

OCT 05 1992

10. Place of Use: Continued

Total Acres 60.0

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
 NONE

14. Remarks:
 SPLIT INTO 78-0142A & B BY TRANS.

15. Basis of Claim: BENEFICIAL USE
 Water Right Number:

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

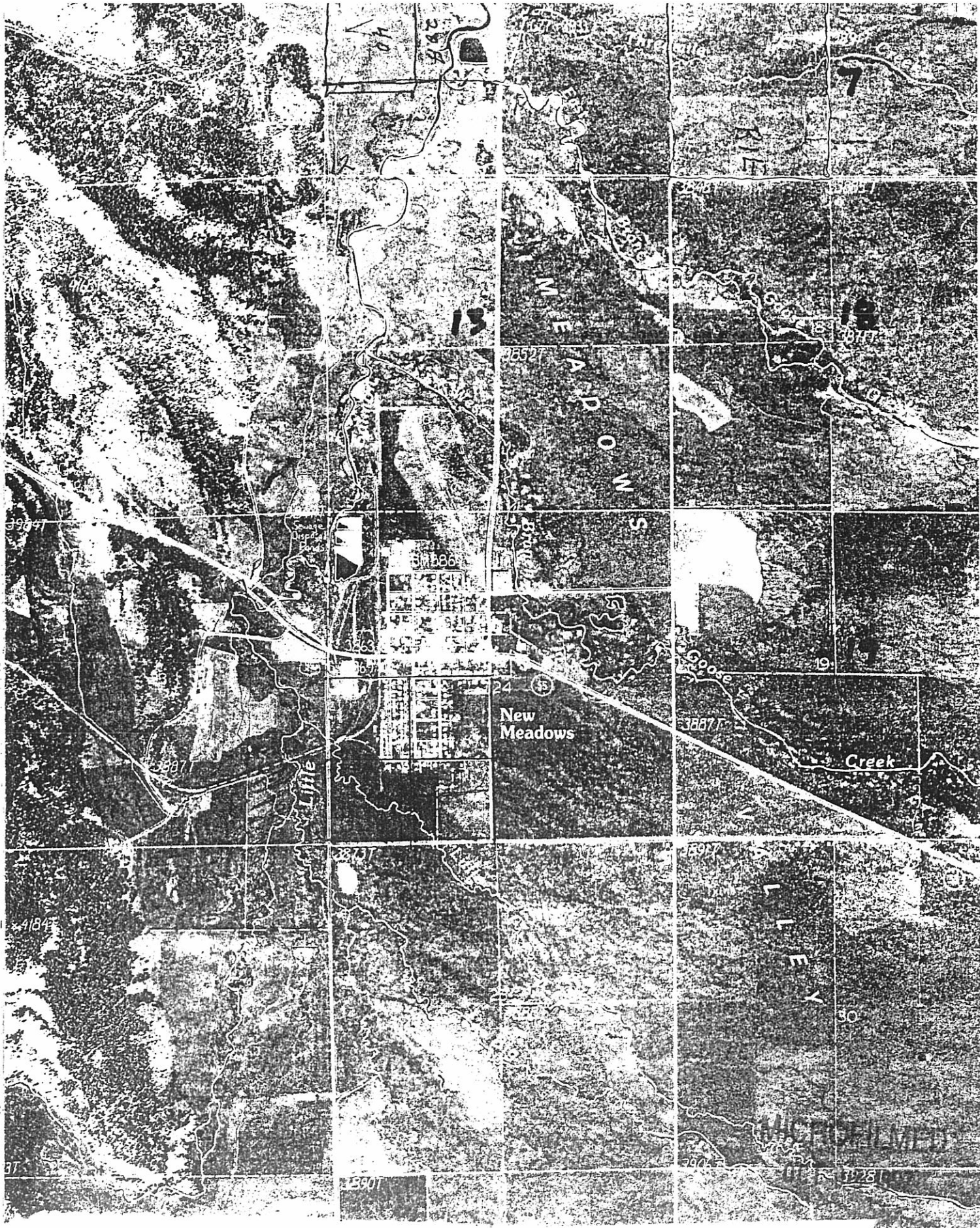
Signature of Claimant(s): Robert A. Batts Date: 5-5-88
Date:

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 5th day
of May 19 88 Anna Bellin
Notary Public

Seal

Residing at Caldwell, Id
My Commission Expires 3/21/94





State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

April 28, 1988

Adams Co.

Mr. Ernest J. Cheney, Broker
Cheney & Co. Real Estate Investments
P. O. Box 1112
McCall, ID 83638

Dear Ernie:

It was really marvelous talking to you again. It's nice to know some people were able to hang on and stay in McCall.

We have researched your client's water rights as they relate to the property they still retain title to in New Meadows. Your client would have water rights under decree 78 B-1. The particular water right numbers are 78-0142 and 78-0143. The rest of the water appropriated under those water right numbers and that decree would now belong to the other owners of the property in question, i.e. Simpco, etc. I have enclosed a copy of the decree and the water rights are marked in red. As you are aware, water rights are a real property right with value on their own merit and are normally appurtenant to the land unless they are transferred or sold. At this point in time, Mr. Hansen apparently owns these water rights even though they are still in the name of Mr. Gustav Meyer.

As I told you on the phone, Idaho is a "beneficial use state" and the law reads that a forfeiture of a water right may occur when the water is not put to a beneficial use for a period of five years or more. So, if it were challenged in court, the finding could be Mr. Hansen no longer has a legal claim to the water rights that originally belonged to Mr. Meyer. If Mr. Hansen wishes to file a Notice of Claim on the water rights for this property, he will be required to pay a fee of \$50.00 plus \$1.00 per acre of irrigated ground.

I'm sorry if this letter sounds ambiguous, but I really can't give what would amount to legal advice to your client on this matter. Mr. Hansen will have to make his own decisions as to whether or not he wants to pursue filing a claim on these water rights. He should be made aware however, that if he does not file, a record of those water rights will not be filed with the court and they will not

MICROFILMED
OCT 05 1992

Mr. Ernest J. Cheney
April 28, 1988
Page 2

appear in the final decree that comes out of this adjudication process. If that happens, whoever might decide to make use of these water rights in the future will have to file an application and the priority date of 1906 will be lost permanently. A lot of thought should be given to what he is currently doing with this property and what he plans to do with it in the future.

If I can be of any further help, Ernie, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Dena Billups".

Dena Billups
Legal Secretary
Adjudication Bureau

DB
Enclosures



cheney & co.
real estate
investments

RECEIVED

APR 26 1988

Box 1112 McCall, IDAHO 83638 Department of Water Resources 208-634-7377

April 24, 1988

Ms. Dena Billups
Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237

Dear Dena:

Enclosed please find the legal and other information concerning the property owned by Hansen Surf Boards in Adams County. Once that you have determined the current status of the water-rights pertinent to the described property, please contact me.

Thank you,



Ernest J. Cheney
Broker

MICROFILMED
OCT 05 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 1301 North Orchard Street Boise, Idaho 83706-2237 • (208) 334-4440

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

March 4, 1988

Hansen Surf Boards
P. O. Box 806
Encinitas, CA 92024
Attn: Marie

Dear Marie:

We have received from our water allocation section, your request for claim forms to file your Snake River Basin Adjudication claim. Based on what Mrs. Garrett found from her research, I am sending you instructions and four copies of the claim forms for non-domestic use, one for each claim her research found. I am also sending you a form for domestic use, in case there is a domestic well on the property. I am also enclosing a brochure we have prepared about the Snake River Basin Adjudication. After the claim is ready to file, you may keep the yellow copy for your records and send us the original, along with your filing fees.

If there is any way possible, we strongly recommend that you come into our office in Boise. We have trained staff available to answer any questions you might have and to enter the claims electronically. I think you will find this to be much easier since your water right does not show a point of diversion and several other pertinent items. I realize that this would be a great inconvenience to you due to the distance involved, but when you consider how important your water right is, it makes sense to do everything you can to protect it.

If I can be of further help, please do not hesitate to contact me at (208) 334-7931.

Sincerely,

Dena Billups, Secretary
Adjudication Bureau

DB
Enclosures(6)

Form A+mist Bot's Research
" B+ "

Comm. not rec
info Gndr

MICROFILMED

OCT 05 1992

RECEIVED

MAY 21 1993

MILLEMANN & PITTENGER

ATTORNEYS AT LAW

706 NORTH FIRST STREET
POST OFFICE BOX 1066
MCCALL, IDAHO 83638

Department of Water Resources
Western Regional Office

STEVEN J. MILLEMANN
GREGORY C. PITTENGER
BRIAN L. MCMAHAN

TELEPHONE (208) 634-7641
FACSIMILE (208) 634-4516

May 19, 1993

Idaho Department of Water Resources
Western Region
Attn: Jan Shurte
2735 Airport Way
Boise, Idaho 83705

Re: Water Right Nos. A78-00142 and A78-00142A

Dear Jan:

Under cover letter dated April 5, 1993, this office recently filed a myriad of claim forms. The purpose of this letter is to advise you of a correction that needs to be made to a couple of those claim forms. Specifically, a Notice of Claim to a portion of Water Right No. A78-00142 was filed, as was a Notice of Claim to Water Right No. A78-00142A. Additionally, a Form 42-1409(7) was filed for both Water Right No. A78-00142 and A78-00142A.

As the prior owner (Robert Butts) has confirmed, the correction that needs to be made regarding the above-referenced water rights and claim forms is a correction of the point of diversion. Your records and the claim forms show the point of diversion for those water rights being in Township 19 North, Range 1 East, Section 12, the southwest quarter of the northeast quarter of the northeast quarter, in Adams County, Idaho. That point of diversion, however, should be corrected to show Township 19 North, Range 1 East, Section 23, the southeast quarter of the northeast quarter of the northeast quarter.

Thank you for your attention to this matter.

Sincerely,

Brian L. McMahon

BRIAN L. MCMAHAN

BLM/dm

Encs.

cc: Douglas F. Manchester
Mary Biddlecome
R. Edward Elam

idwrman



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DEC 03 1998

PHILIP E. BATT
GOVERNOR

November 19, 1998

KARL J. DREHER
DIRECTOR

Department of Water Resources

M RESORTS LTD
SHORE LODGE
501 W LAKE ST
MC CALL ID 83638-3444

RECEIVED NOV 23 1998

Re: Snake River Basin Adjudication (SRBA)
Notices of Claim #A78-00142A, A78-00142B, A78-02019,
A78-02029A & A78-04282
Change of Address

Address Modified 12-7-98, p

Dear Claimant:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by December 3, 1998. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right(s) referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the water right record.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

#####

The address is correct as shown above or as otherwise changed.

R. McKenna
Claimant Signature

208-634-2244
Telephone No.

AJ0749NP
No. A78-00142A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 12/07/98
PAGE: 1

=====

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
	C. M. RESORTS LTD	05/15/1906	IRRIGATION	05-01 07-01	1.04 CFS	
	SHORE LODGE		IRRIGATION	07-02 09-15	0.64 CFS	
	501 W LAKE ST					
	MC CALL ID 836383444					
	(208) 634-2244			TOTAL DIVERSION:	1.04 CFS	

Water Source: LITTLE SALMON RIVER

Tributary to: SALMON RIVER

Stage: DECREED

Point(s) of Diversion:

T19N R01E S12

SWNE

ADAMS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
19N	01E	12	:											20	40					:	60.0
																				TOTAL ACRES	60.0

POU County: ADAMS

Non-Irrigation Uses: NONE

Other Rights: NONE

Remarks: GEN A78-00142A IS AN AMENDMENT OF A78-00142 WITH A RECEIPT NO. C000555. A78-00142A ALSO INCLUDES 780143A. SEE TRANSFER NO. 2767. TOTAL DIVERSION FOR THE PERIOD OF USE 07/02 TO 09/15 IS .645 CFS. THIS RIGHT IS A COMBINATION OF THIS RIGHT AND RIGHT NO 78-00143A. THIS RIGHT CONTAINED 1.04 CFS & RIGHT NO. 78-00143A CONTAINED .645 CFS FOR A TOTAL OF 1.04 CFS(PER CLAIMED AMOUNT). OWNERSHIP CHANGED PER CHANGE OF OWNERSHIP & WARRANTY DEEDS DATED 03-12-93.

ADDRESS CHANGE BY CLAIMANT LETTER. SS 12/7/98.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

A78-00142A
+ A78-00142B
- 04282
+ -02019
+ -02029A

SHOR-006

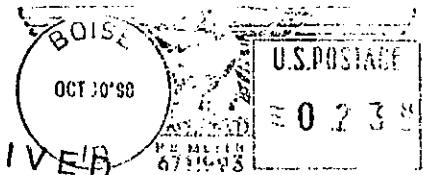
A78-04282
M RESORTS LTD
1101 WARREN WAGON ROAD
PO BOX 1006
MC CALL

ID 83638

Department of Water Resources

RECEIVED

NOV 05 1998



SHOR006 836382015 1A97 05 11/03/98
FORWARD TIME EXP RTN TO SEND
SHORE LODGE
501 W LAKE ST
MC CALL ID 83638-3444

A137122/3538



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

A78-04282
+ -02019
SHOR-006
+ -02029A
+ -00142A

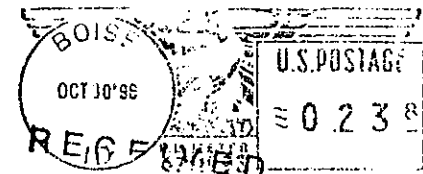
A78-00142B
M RESORTS, LTD
1101 WARREN WAGON ROAD
PO BOX 1006
MC CALL

ID 83638

Department of Water Resources

RECEIVED

NOV 05 1998



SHOR006 836382015 1A97 05 11/03/98
FORWARD TIME EXP RTN TO SEND
SHORE LODGE
501 W LAKE ST
MC CALL ID 83638-3444

A137122/3538

