

10/06/2006

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

RIGHT NUMBER: 22-222A

NAME AND ADDRESS: TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455

SOURCE: TRAIL CREEK

TRIBUTARY: TETON RIVER

QUANTITY: 2.134 CFS

PRIORITY DATE: 04/01/1890

POINT OF DIVERSION:

T03N R45E S11 SWSE Within TETON County
T03N R45E S11 NESWSE Within TETON County
T03N R45E S11 NESWSE Within TETON County
T03N R45E S13 SWSE Within TETON County
T03N R45E S13 SWSE Within TETON County
T03N R45E S13 SENWSE Within TETON County
T03N R46E S19 SWSWSE Within TETON County
T03N R46E S19 SWSWSE Within TETON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	2.134 CFS

PLACE OF USE:

6758.4 ACRES TOTAL

Place of use is within the area served by Trail Creek Sprinkler Irrigation Company.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

The rights listed below are limited to the irrigation of a combined total of 6758.4 acres in a single irrigation season. Combined Right Nos.: 22-90, 22-221C, 22-221D, 22-222A, 22-222C, 22-223, 22-245C, 22-355, 22-435A, 22-435C, 22-520, 22-559, 22-12981, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011, 22-13553

This right is limited to the irrigation of 106.7 acres within the place of use described above 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 Trail Creek Irrigation Company.

10/06/2006

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-222A

TRAIL CREEK SPRINKLER IRRIGATION CO
PO BOX 131
VICTOR ID 83455
Telephone Number: (208)787-2776

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 12/5/06 SIGNATURE: John Winger
Please print your name: John Winger

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

RECEIVED

DEC 05 2006

Department of Water Resources
Eastern Region

KMT
12/10/06

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	



**NOT DELIVERABLE
AS ADDRESSED,
UNABLE TO FORWARD**

JAN 10 2007

RECEIVED

10111 U.S. POSTAGE PB3523907
8922 \$00.87 0 JAN 05 2007
8678 MAILED FROM ZIP CODE 83402

METWEST MORTGAGE SERVICES, INC
601 W 1ST AVENUE
DEPT 115000
SPOKANE WA 99201-5071

← ~~Interest~~ Security Interest

for
22-435A
22-222A
22-221C
22-12981
Trail Creek
springs



Idaho Department of Water Resources

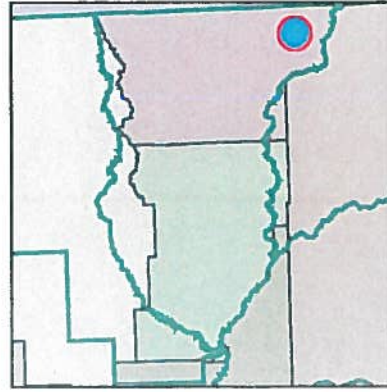
SRBA Recommendation:

Trail Creek Sprinkler Irrigation Co.
Irrigated Acres = 6758.4

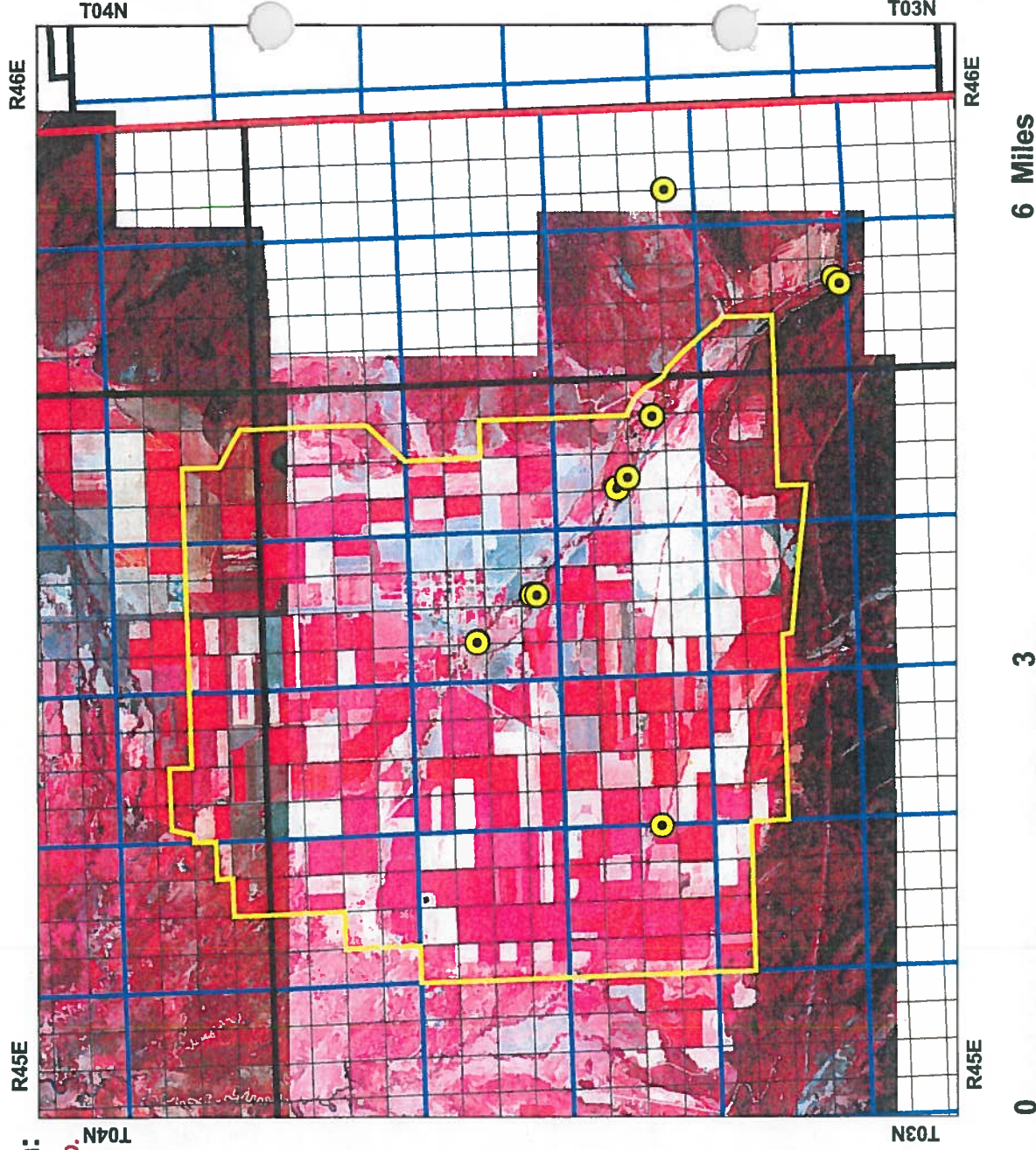
(Irrigation)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Teton County
IDWR Basin 22



Prepared by T. Galbraith
On Thursday, October 5, 2006
1987/88 Aerial Photography

DELOG AR
5/28/04

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

RECEIVED

MAY 28 2004

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 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
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22-435A22-222A22-221C22-12981

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 rights(s) or claims(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 your water rights(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 Teton Springs Golf & Casting Club, LLC
4135 Valley Commons Dr., Ste. A, Bozeman, MT 59718
4. New Owner/Claimant(s) Trail Creek Sprinkler Irrigation Co.
 Name connector (check one): ☐ and ☐ or, ☐ and/or
 New Mailing Address PO Box 131
 City, State and ZIP Code Victor, ID 83455
 New Telephone Number 787-2952
5. Date you acquired the property October 1, 2003

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) TRAIL CREEK SPRINKLER IRRIGATION COMPANY
(include title if applicable)

by *Karl W. Smith*, its attorney

For Snake River Basin Adjudication Claims: Please attached 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.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ Date _____ WR _____ Date _____

RECEIVED

159025

DEC 17 2003

TETON CO. ID
CLERK RECORDER

QUITCLAIM DEED
FOR
WATER RIGHTS

THIS INDENTURE is made this 1st day of October, 2003, between Teton Springs Golf & Casting Club, LLC, referred to herein as the "GRANTOR" and Trail Creek Sprinkler Irrigation Company, whose principle place of business is in Teton County, Idaho, near the town of Victor, and whose mailing business is Box 131, Victor, Idaho 83455, referred to herein as the "GRANTEE",

WITNESSETH, that the GRANTOR, for an in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to GRANTOR, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described water rights or portions thereof in the County of Teton, State of Idaho, to-wit:

<u>Water Right No.</u>	<u>Amount in CFS</u>	<u>Source</u>	<u>Priority Date</u>
22-435A	1.2 cfs	Trail Creek	June 15, 1889
22-222A	2.134 cfs	Trail Creek	April 1, 1890
22-221C	0.2 cfs	Trail Creek	September 1, 1890
22-12981	0.76 cfs	Sherman Springs	April 1, 1890

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and any reversions, remainders, or rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said water rights unto the GRANTEE, and to GRANTEE's successors and assigns forever.

Instrument # 159025

DRIGGS, TETON, IDAHO
2003-12-17 11:58:08 No. of Pages: 2
Recorded for: HOLDEN KIDWELL HAHN & CRAPO,
NOLAN G. BOYLE Fee: 6.00
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM

159025

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the GRANTOR has executed the within instrument the day and year first above written.

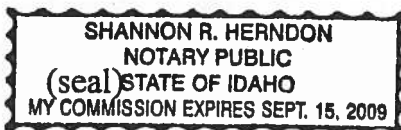
Teton Springs Golf & Casting Club, LLC

By: Anthony Vest
Its: Manager, Teton Springs Golf & Casting Club, LLC

STATE OF IDAHO)
)ss.
County of Teton)

On this 1st day of October, 2003, before me a notary public in and for said State, personally appeared Anthony Vest known or identified to me (or proved to me on the oath of _____) to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



Shannon Herndon
Notary Public for Idaho
Residing at Victor, ID
My commission expires: 9-15-2009

G:\WPDATA\KWF\10495 TETON SPRINGS\W R. Documents\Quitclaim.wpd.kmc



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

November 16, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

TRAIL CREEK SPRINKLER IRRIGATION COMPANY
PO BOX 131
VICTOR ID 83455

**RE: WATER FROM THE WATER SUPPLY BANK WITH SRBA CLAIM
NO(S). 2-221C, 22-222A, 22-435A, 22-90, 22-524, 22-602A, 22-223, 22-
355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-
13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011**

Dear Renter:

The Department of Water Resources (department) acknowledges receipt of your application to lease the above referenced water rights, or portions thereof, to the Water Supply Bank (bank), and to rent water from the bank. Enclosed are three lease acceptance letters with maps identifying the acres accepted for lease. An additional map is attached that identifies the acres offered for lease in accordance with the lease and rental applications, correspondence, and documentation collected during review of the applications (not all of the acres offered were accepted into the bank). Also enclosed are three corresponding rental agreements.

Acceptance of the rights into the bank was based on available water right data and initial review of the Snake River Basin Adjudication (SRBA) claims associated with the rights and lands identified on the lease and rental applications. Only lands covered by a water right and claimed for irrigation use in the SRBA were accepted into the bank. Additionally, some of the land offered for lease in sections 13, 14, 23, and 24, Township 45E, Range 03N, B.M., is limited by the water rights for irrigation of less than the total acres claimed under the SRBA claims. Until the SRBA has completed its review of the claims, water use is limited to irrigation of 177 acres within the identified place of use (see lease and rental agreements for SRBA claims 22-221C, 22-222A, and 22-435A).

The amounts and conditions of the rental agreement may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.

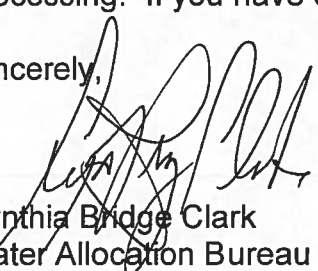
Please review the lease acceptance letters and rental agreements. As indicated, the leases will not take affect until written acknowledgement of the conditions of acceptance is provided to the department. Also return the rental agreements with a

signature from the renter. Upon receipt of the signed agreements, executed copies of the agreements will be returned to you signed also by the department. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

The agreements include rental of a total of 1,687.0 acre-feet each year during the 2005 through 2009 irrigation seasons. An annual rental fee of \$18,557.00 was calculated based on the current rental rate of \$11.00 per acre-foot times 1,687.0 af. Ten percent (10%) of the total rental fee is retained by the department for Administrative fees in accordance with Water Supply Bank Rules, IDAPA 37.02.03.01. The remaining ninety percent (90%) is issued back to the lessor of the above referenced water right(s) in the form of a warrant. Since you are the lessor and the renter under this agreement, the department will require that you submit only the portion of the total payment to be retained for administrative fees. Therefore, a total rental fee of **\$1,855.70** must be paid annually in accordance with the rental agreements. Checks should be made payable to the Idaho Department of Water Resources, and reference should be made to specific rental agreements for tracking purposes (attach a copy of the agreements).

Please return the signed agreements to my attention so I can complete the processing. If you have questions, please feel free to contact me.

Sincerely,



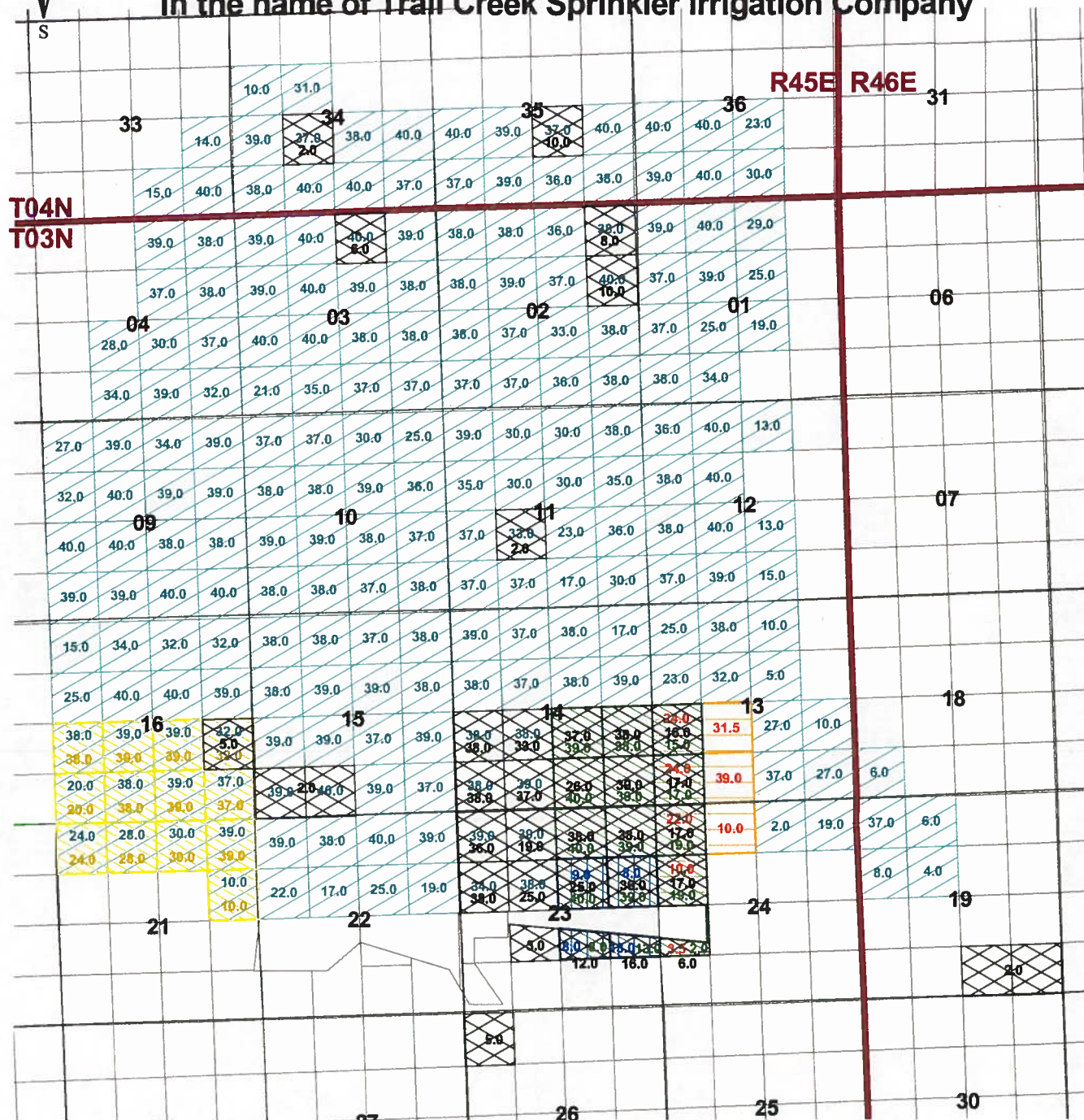
Cynthia Bridge Clark
Water Allocation Bureau

Enclosures

c: Roger Warner -- IDWR Eastern Regional Office
Allen Ruberry -- IDWR Eastern Regional Office
Kent Foster -- Holden, Kidwell, Hahn & Crapo, P.L.L.C.
Jerry R. Rigby -- Rigby, Thatcher, Andrus, Rigby & Moeller, Chtd.



Acres Claimed in the Snake River Basin Adjudication and Acres Offered for Lease to the Water Supply Bank in the name of Trail Creek Sprinkler irrigation Company



-  **Acres Offered for Lease to the Water Supply Bank (700 acres total)**
-  **SRBA Claims 22-223, 22-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011 (claims with 7327 ac POU).**
-  **SRBA Claims 22-90, 22-524, 22-602A (claims with 413 ac POU).**
-  **SRBA Claims 22-221C, 22-222A, and 22-435A (claims with 407 ac POU).**
-  **SRBA Claims 22-145C, 22-221D, 22-222C, 22-245C, 22-435C (Claims with 164 ac POU not leased to bank. Do overlap lands proposed for lease).**
-  **SRBA Claim 22-12981 with 38 ac POU (Not leased, based on beneficial use claim).**
-  **Township and Range Lines**
-  **Section Lines**



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

November 16, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

TRAIL CREEK SPRINKLER IRRIGATION COMPANY
PO BOX 131
VICTOR ID 83455

**RE: APPLICATION TO LEASE PART OF WATER RIGHTS ASSOCIATED
WITH SRBA CLAIM NO(S). 22-221C, 22-222A, AND 22-435A TO THE
WATER SUPPLY BANK**

Dear Lessor:

The Department of Water Resources ("department") has completed its review of the Applications to Sell or Lease Water Right(s) to the Water Supply Bank ("bank"). Please consider that the offered water right(s) associated with the Snake River Basin Adjudication Claims ("claim") referenced above are accepted into the bank. Enclosed is a map identifying the location of the acres accepted for lease.

Several items to keep in mind in connection with the lease of a water right to the bank are as follows:

1. The water rights referenced above are leased to the bank in their entirety. The total lease amounts associated with the rights are identified below:

Right Nos.	Acres (ac)	Diversion Rate (cubic ft per sec., cfs)	Diversion Volume (acre-feet, af)
See above	177 ac	3.53 cfs	619.5 af

2. Use of water under this lease relates is authorized within the 407-acre place of use described by the SRBA claim nos. referenced above.
3. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. The validity of a water right will be

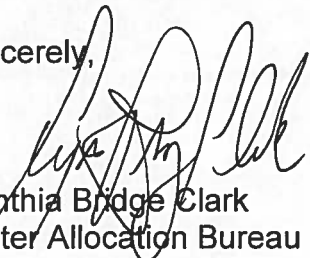
reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.

6. The amounts and conditions of the lease acceptance may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
9. The lease will not take affect until written acknowledgement of the conditions of acceptance is provided to the department by the lessor.

The right(s) will automatically be released from the bank on **December 31, 2009**, unless the right(s) are released earlier by the Board, or upon request by the lessor. To change the term of the lease or to release the right(s) from the bank, the lessor must submit a request in writing to the department prior to the release date.

If you have questions, please feel free to contact me.

Sincerely,



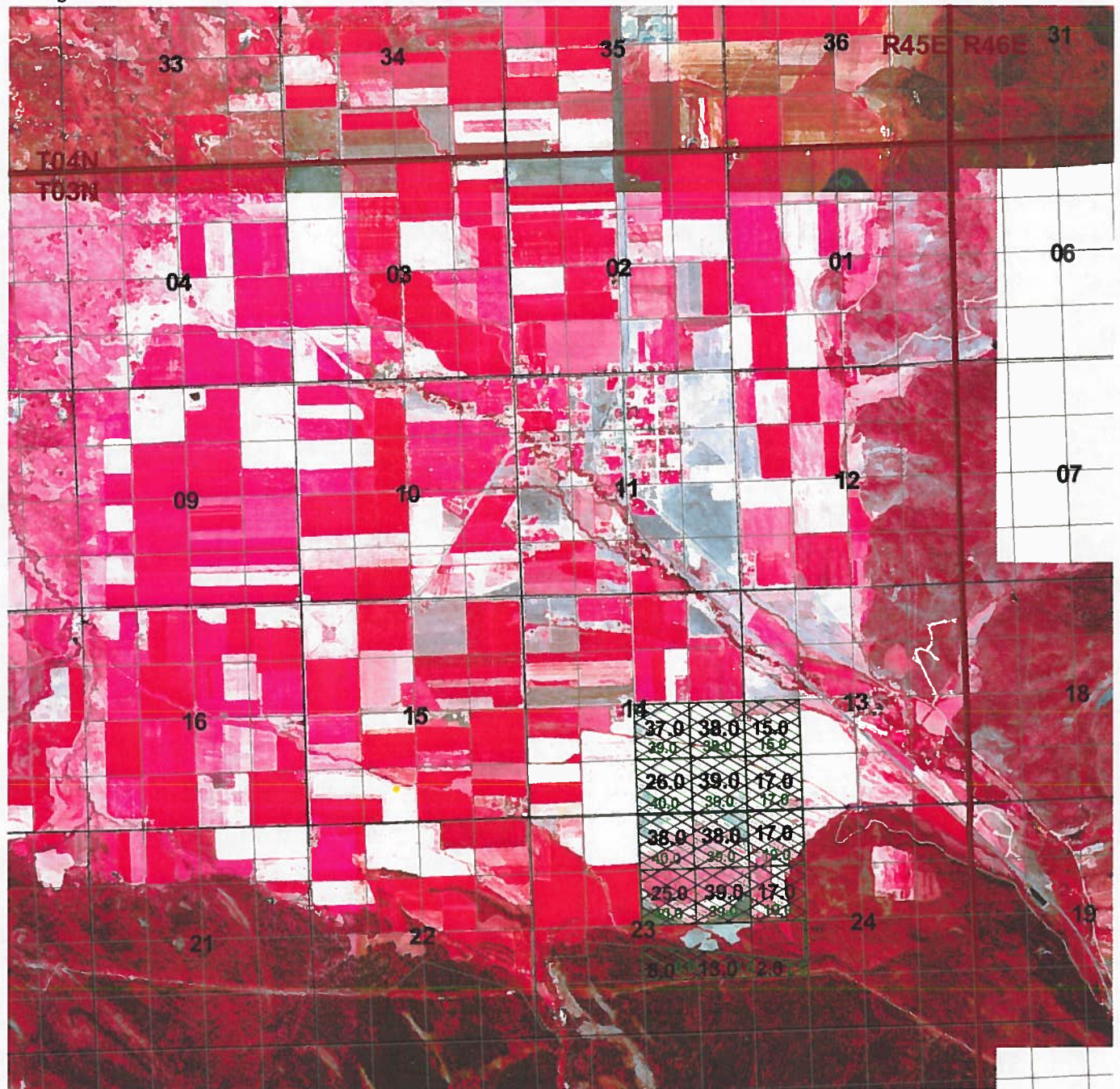
Cynthia Bridge Clark
Water Allocation Bureau

Enclosure

- c: Roger Warner -- IDWR Eastern Regional Office
Allen Ruberry -- IDWR Eastern Regional Office
Kent Foster -- Holden, Kidwell, Hahn & Crapo, P.L.L.C.
Jerry R. Rigby -- Rigby, Thatcher, Andrus, Rigby & Moeller, Chtd.



Acres Accepted for Lease to the Water Supply Bank in the name of Trail Creek Sprinkler irrigation Company 177 Acres Leased (407-Acre POU)



**177 Acres Accepted for Lease to the Water Supply Bank
(Lease limits irrigation of 177 acres within 407-acre POU)**

1987 NAPP Infrared Imagery



SRBA Claims 22-221C, 22-222A, 22-435A (claims with 407 ac POU).



Township and Range Lines



Section Lines

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Trail Creek Sprinkler Irrigation Company
2. Address: PO Box 131, Victor ID 83455
3. Source of water: Trail Creek and tributaries (including Game Creek, Moose Creek, Warm Creek)
4. Rental period: 2005 through 2009
5. The water will be rented from the water rights associated with the following Snake River Basin Adjudication claims: 22-221C, 22-222A, 22-435A
6. Quantity and Use of water rented:

Beneficial Use	Season of Use		Diversion Rate	Annual Volume
	To	From		
Diversion to Storage	4/15	10/31	0.6	
Aesthetic & Other Storage	1/1	12/31		106.0 af
Irrigation	4/15	10/31	2.93	513.5 af
Totals:			3.53 cfs	619.5 af

7. Renter's point of diversion:

QQQ	QQ	Q	SEC	TWP	RGE	COUNTY	LOCAL NAME FOR DIVERSION
NW	SE	SW	17	3N	46E	TETON	GAME CREEK PIPELINE
SW	SW	SE	19	3N	46E	TETON	TRAIL CREEK CANAL & PIPELINE
SW	SW	SE	19	3N	46E	TETON	STRING CANAL
SE	NW	SE	13	3N	46E	TETON	KIMBALL CANAL
SW	SE	NW	13	3N	46E	TETON	KEARSLEY CANAL
SW	SE	NW	13	3N	46E	TETON	TOWN CANAL
NW	SW	NE	14	3N	46E	TETON	SPENCER CANAL
NW	SW	NE	14	3N	46E	TETON	HUMBLE CANAL
NE	SW	NW	11	3N	46E	TETON	TONKS CANAL
SE	NE	SE	16	3N	46E	TETON	WARM CREEK
SE	SE	NW	23	3N	46E	TETON	SHERMAN SPRINGS DIVERSION
SE	SE	SE	19	3N	46E	TETON	MOOSE CREEK DIVERSION

8. Renter's place of use:

IRRIGATION, IRRIGATION FROM STORAGE

TWP	RGE	SEC	NE				NW				SW				SE				Total Acres
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	13									15	17							32
3N	45E	14													38	39	40	39	156
3N	45E	23	39	40	40	39									13	8			179
3N	45E	24					19	19			2								40

Total Acres*: 407

*IRRIGATION USE IS LIMITED TO 146.7 ACRES WITHIN THE 407 POU.

AESTHETIC STORAGE & OTHER

TWP	RGE	SEC	NE				NW				SW				SE				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	13									X	X							
3N	45E	14													X	X	X	X	
3N	45E	23	X	X	X	X									X	X			
3N	45E	24						X			X								

The fee for rental of the above-described water is \$ 6,814.50 per year. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$ 681.45. An annual payment shall be received by the Department of Water Resources prior to April 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year. The renter agrees to use the water in accordance with the Water Supply Bank rules and in compliance with the conditions of water use shown below.

Conditions of water use under this agreement

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, irrigation storage, wildlife storage, recreation storage, and fire protection storage.
3. The total pond surface area is limited to 30.3 acres.
4. Use of water under this agreement is limited to the irrigation of 146.7 acres within place of use described above.
5. Upon Department request, the renter shall provide for the measurement of the

water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.

6. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
7. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use, nor does it prejudice any future rental agreement that may be made of the subject water rights after this rental agreement expires.
9. Acceptance of a right into the bank, and rental of a right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. The validity of a water right will be reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.
10. The amounts and conditions of the rental agreement may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
11. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
12. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
13. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
14. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.
15. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease.

Dated this _____ day of _____, 2004.

by _____
for _____

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this _____ day of _____, 2004.

KARL J. DREHER, Director
Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

November 16, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

TRAIL CREEK SPRINKLER IRRIGATION COMPANY
PO BOX 131
VICTOR ID 83455

RE: APPLICATION TO LEASE PART OF WATER RIGHTS ASSOCIATED WITH SRBA CLAIM NO(S). 22-223, 22-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011 TO THE WATER SUPPLY BANK

Dear Lessor:

The Department of Water Resources ("department") has completed its review of the Applications to Sell or Lease Water Right(s) to the Water Supply Bank ("bank"). Please consider that the offered water right(s) associated with the Snake River Basin Adjudication Claims ("claim") referenced above are accepted into the bank. Enclosed is a map identifying the location of the acres accepted for lease.

Several items to keep in mind in connection with the lease of a water right to the bank are as follows:

1. Portions of the above referenced water rights are leased to the bank as follows:

Right No.	Acres (ac)	Diversion Rate (cubic ft per sec., cfs)	Diversion Volume (acre-feet, af)
See above	300 ac	12.0 cfs	1,050 af

2. The lands leased to the water supply bank are described below:

TWP	RGE	SEC	NE				NW				SW				SE				Total Acres
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	2	8			10													18
3N	45E	3		6															6
3N	45E	11									2								2
3N	45E	14									33	38	38	37					146
3N	45E	15											2						2
3N	45E	23					19	36	34	25									114
4N	45E	34									2								2
4N	45E	35													10				10

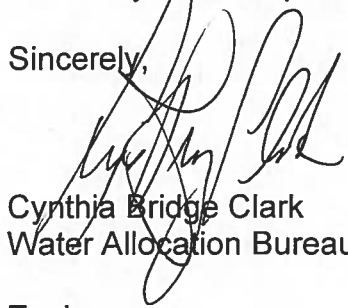
Total Acres Leased: 300

3. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. The validity of a water right will be reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.
6. The amounts and conditions of the lease acceptance may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
9. The lease will not take affect until written acknowledgement of the conditions of acceptance is provided to the department by the lessor.

The right(s) will automatically be released from the bank on **December 31, 2009**, unless the right(s) are released earlier by the Board, or upon request by the lessor. To change the term of the lease or to release the right(s) from the bank, the lessor must submit a request in writing to the department prior to the release date.

If you have questions, please feel free to contact me.

Sincerely,



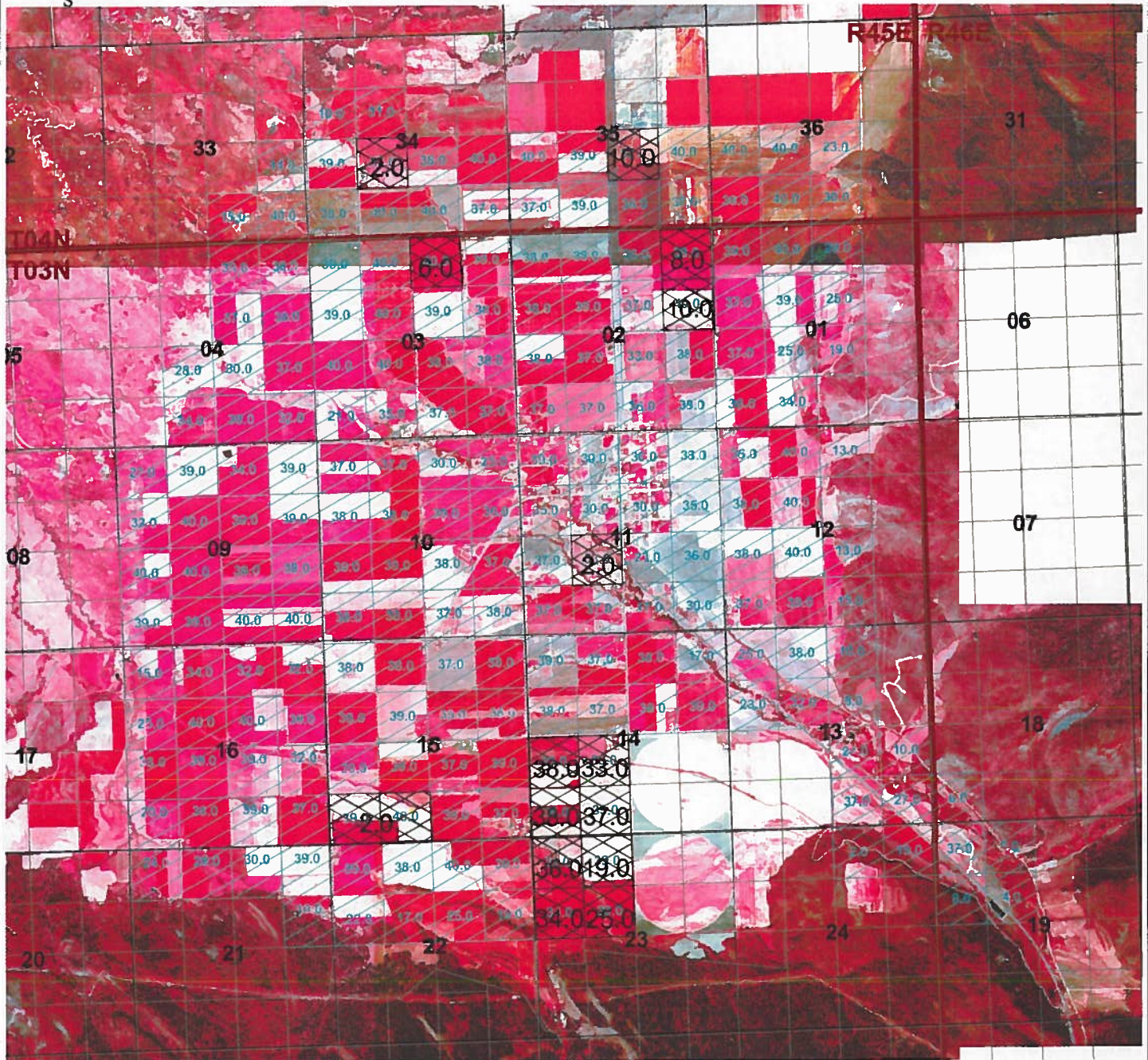
Cynthia Bridge Clark
Water Allocation Bureau

Enclosure

Roger Warner -- IDWR Eastern Regional Office
Allen Ruberry -- IDWR Eastern Regional Office
Kent Foster -- Holden, Kidwell, Hahn & Crapo, P.L.L.C.
Jerry R. Rigby -- Rigby, Thatcher, Andrus, Rigby & Moeller, Chtd.



Acres Accepted for Lease to the Water Supply Bank in the name of Trail Creek Sprinkler irrigation Company 300 Acres Leased



1987 NAPP Infrared Imagery



**Acres Accepted for Lease to the Water Supply Bank
(300 acres total leased)**



**SRBA Claims 22-223, 22-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003,
22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011
(claims with 7327 ac POU).**



Township and Range Lines



Section Lines

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Trail Creek Sprinkler Irrigation Company
2. Address: PO Box 131, Victor ID 83455
3. Source of water: Trail Creek and tributaries (including Game Creek, Moose Creek, Warm Creek)
4. Rental period: 2005 through 2009
5. The water will be rented from the water rights associated with the following Snake River Basin Adjudication claims: 22-223, 22-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011.
6. Quantity and Use of water rented:

Beneficial Use	Season of Use		Diversion Rate	Annual Volume
	To	From		
Diversion to Storage	4/15 to 10/31		2.14 cfs	
Aesthetic & Other Storage	1/1 to 12/31			187.2 af
Irrigation	4/15 to 10/31		9.46 cfs	827.8 af
Commercial	1/1 to 12/31		0.4 cfs	35 af
Totals:			12.0 cfs	1,050 af

7. Renter's point of diversion:

QQQ	QQ	Q	SEC	TWP	RGE	COUNTY	LOCAL NAME FOR DIVERSION
NW	SE	SW	17	3N	46E	TETON	GAME CREEK PIPELINE
SW	SW	SE	19	3N	46E	TETON	TRAIL CREEK CANAL & PIPELINE
SW	SW	SE	19	3N	46E	TETON	STRING CANAL
SE	NW	SE	13	3N	46E	TETON	KIMBALL CANAL
SW	SE	NW	13	3N	46E	TETON	KEARSLEY CANAL
SW	SE	NW	13	3N	46E	TETON	TOWN CANAL
NW	SW	NE	14	3N	46E	TETON	SPENCER CANAL
NW	SW	NE	14	3N	46E	TETON	HUMBLE CANAL
NE	SW	NW	11	3N	46E	TETON	TONKS CANAL

SE	NE	SE	16	3N	46E	TETON	WARM CREEK
SE	SE	NW	23	3N	46E	TETON	SHERMAN SPRINGS DIVERSION
SE	SE	SE	19	3N	46E	TETON	MOOSE CREEK DIVERSION

8. Renter's place of use:

IRRIGATION, IRRIGATION FROM STORAGE

TWP	RGE	SEC	NE				NW				SW				SE				Total Acres
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	14									28.1	30.9	33.2	35.3					127.5
3N	45E	23					16	35	34	22									107
4N	45E	34									2								2

Total Acres: 236.5

AESTHETIC STORAGE & OTHER

TWP	RGE	SEC	NE				NW				SW				SE				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	2	X			X													
3N	45E	3		X															
3N	45E	11									X								
3N	45E	14									X	X	X	X					
3N	45E	15											X	X					
3N	45E	23					X	X		X									

COMMERCIAL

TWP	RGE	SEC	NE				NW				SW				SE				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	45E	35													X				

The fee for rental of the above-described water is \$ 11,550 per year. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$ 1,155.00. An annual payment shall be received by the Department of Water Resources prior to April 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year. The renter agrees to use the water in accordance with the Water Supply Bank rules and in compliance with the conditions of water use shown below.

Conditions of water use under this agreement

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, irrigation storage, wildlife storage, recreation storage, and fire protection storage.

3. The use of water is limited to a total combined diversion rate of 12.0 cfs and diversion volume of 1050 acre-feet in a single irrigation season.
4. The total pond surface area is limited to 53.5 acres.
5. Commercial use is limited to a 10-acre place of use.
6. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
7. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use, nor does it prejudice any future rental agreement that may be made of the subject water rights after this rental agreement expires.
10. Acceptance of a right into the bank, and rental of a right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. The validity of a water right will be reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.
11. The amounts and conditions of the rental agreement may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
12. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
13. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
14. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
15. In the event that continued water use is not authorized, the renter agrees to hold

the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.

16. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease.

Dated this _____ day of _____, 2004.

by _____
for

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 2004.

KARL J. DREHER, Director
Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

November 16, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

TRAIL CREEK SPRINKLER IRRIGATION COMPANY
PO BOX 131
VICTOR ID 83455

**RE: APPLICATION TO LEASE PART OF WATER RIGHTS ASSOCIATED
WITH SRBA CLAIM NO(S). 22-90, 22-524, 22-602A, 22-223, 22-355, 22-
559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-
13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011 TO THE
WATER SUPPLY BANK**

Dear Lessor:

The Department of Water Resources ("department") has completed its review of the Applications to Sell or Lease Water Right(s) to the Water Supply Bank ("bank"). Please consider that the offered water right(s) associated with the Snake River Basin Adjudication Claims ("claim") referenced above are accepted into the bank. Enclosed is a map identifying the location of the acres accepted for lease.

Several items to keep in mind in connection with the lease of a water right to the bank are as follows:

1. Portions of the above referenced water rights are leased to the bank as follows:

Right No.	Acres (ac)	Diversion Rate (cubic ft per sec., cfs)	Diversion Volume (acre-feet, af)
See above	5.0 ac	0.3 cfs	17.5 af

2. The lands leased to the bank include 5 acres within the NESE of section 16, T03N, R45E, Teton County, B.M.
3. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right

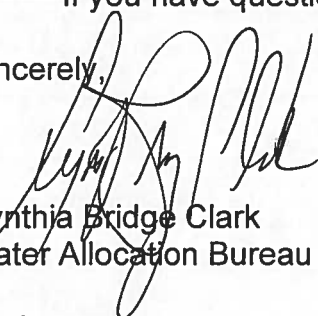
including the notion of resumption of use. The validity of a water right will be reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.

6. The amounts and conditions of the lease acceptance may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
9. The lease will not take affect until written acknowledgement of the conditions of acceptance is provided to the department by the lessor.

The right(s) will automatically be released from the bank on **December 31, 2009**, unless the right(s) are released earlier by the Board, or upon request by the lessor. To change the term of the lease or to release the right(s) from the bank, the lessor must submit a request in writing to the department prior to the release date.

If you have questions, please feel free to contact me.

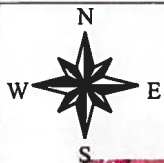
Sincerely,



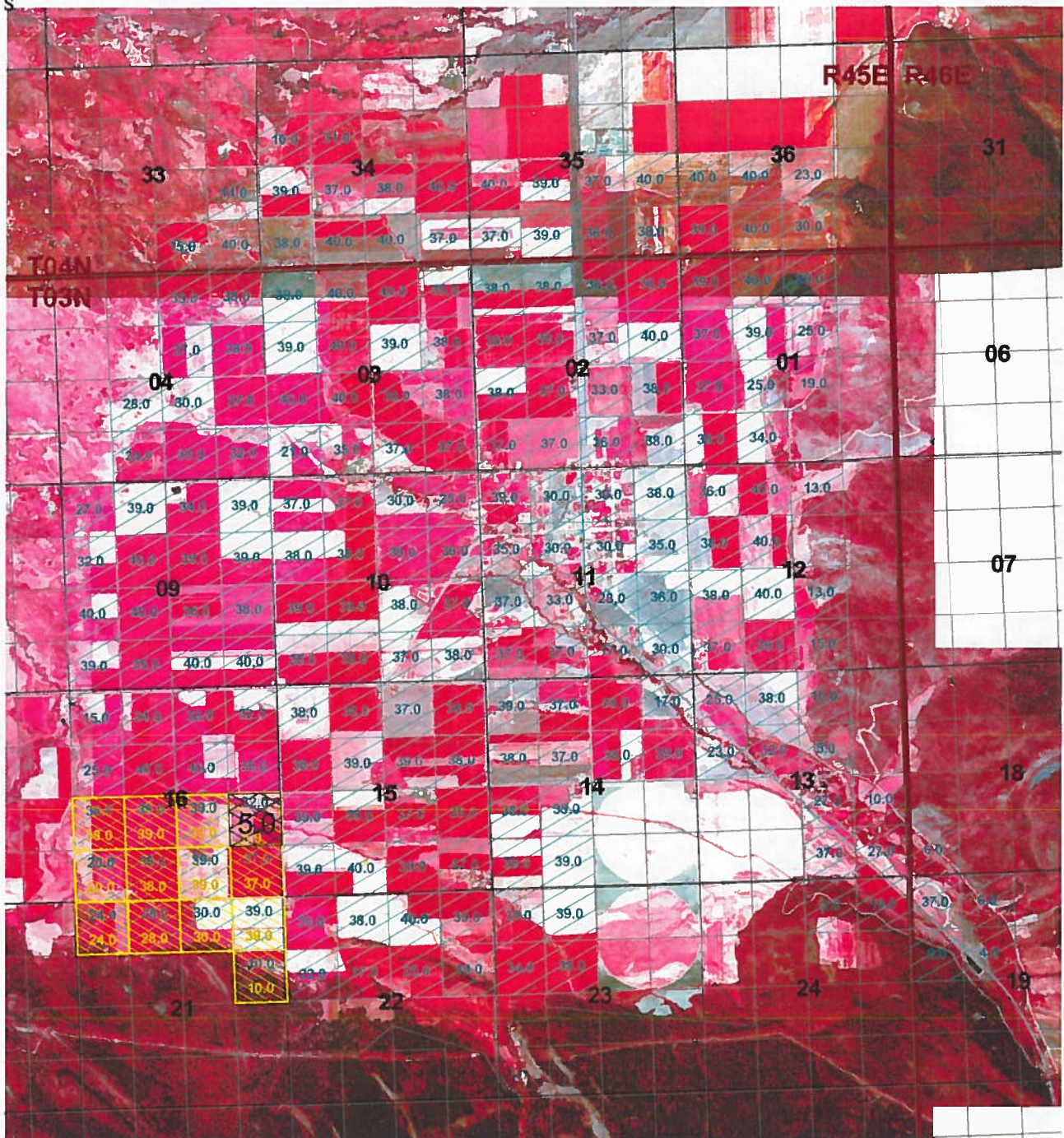
Cynthia Bridge Clark
Water Allocation Bureau

Enclosure

- c: Roger Warner -- IDWR Eastern Regional Office
Allen Ruberry -- IDWR Eastern Regional Office
Kent Foster -- Holden, Kidwell, Hahn & Crapo, P.L.L.C.
Jerry R. Rigby -- Rigby, Thatcher, Andrus, Rigby & Moeller, Chtd.



Acres Accepted for Lease to the Water Supply Bank in the name of Trail Creek Sprinkler irrigation Company 5 Acres Leased



**Acres Accepted for Lease to the Water Supply Bank
(5 acres total leased)**

1987 NAPP Infrared Imagery



**SRBA Claims 22-223, 2-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003,
22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011
(claims with 7327 ac POU).**



SRBA Claims 22-90, 22-524, 22-602A (claims with 413 ac POU).



Township and Range Lines



Section Lines

Before the Idaho Water Resource Board

WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Trail Creek Sprinkler Irrigation Company
2. Address: PO Box 131, Victor ID 83455
3. Source of water: Trail Creek and tributaries (including Game Creek, Moose Creek, Warm Creek)
4. Rental period: 2005 through 2009
5. The water will be rented from the water rights associated with the following Snake River Basin Adjudication claims: 22-90, 22-524, 22-602A, 22-223, 22-355, 22-559, 22-13000, 22-13001, 22-13002, 22-13003, 22-13004, 22-13005, 22-13006, 22-13007, 22-13008, 22-13009, 22-13010, 22-13011.
6. Quantity and Use of water rented:

Beneficial Use	Season of Use		Diversion Rate	Annual Volume
	To	From		
Diversion to Storage	4/15	10/31	0.3 cfs	
Aesthetic & Other Storage	1/1	12/31		17.5 af
Totals:			0.3 cfs	17.5 af

7. Renter's point of diversion:

QQQ	QQ	Q	SEC	TWP	RGE	COUNTY	LOCAL NAME FOR DIVERSION
NW	SE	SW	17	3N	46E	TETON	GAME CREEK PIPELINE
SW	SW	SE	19	3N	46E	TETON	TRAIL CREEK CANAL & PIPELINE
SW	SW	SE	19	3N	46E	TETON	STRING CANAL
SE	NW	SE	13	3N	46E	TETON	KIMBALL CANAL
SW	SE	NW	13	3N	46E	TETON	KEARSLEY CANAL
SW	SE	NW	13	3N	46E	TETON	TOWN CANAL
NW	SW	NE	14	3N	46E	TETON	SPENCER CANAL
NW	SW	NE	14	3N	46E	TETON	HUMBLE CANAL
NE	SW	NW	11	3N	46E	TETON	TONKS CANAL
SE	NE	SE	16	3N	46E	TETON	WARM CREEK
SE	SE	NW	23	3N	46E	TETON	SHERMAN SPRINGS DIVERSION
SE	SE	SE	19	3N	46E	TETON	MOOSE CREEK DIVERSION

8. Renter's place of use:

AESTHETIC STORAGE & OTHER

TWP	RGE	SEC	NE				NW				SW				SE				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	45E	16													X				

The fee for rental of the above-described water is \$ 192.50 per year. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$ 19.25. An annual payment shall be received by the Department of Water Resources prior to April 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year. The renter agrees to use the water in accordance with the Water Supply Bank rules and in compliance with the conditions of water use shown below.

Conditions of water use under this agreement

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. The beneficial use of Aesthetic Storage and Other will include aesthetic storage, wildlife storage, recreation storage, and fire protection storage.
3. The total pond surface area is limited to 5 acres.
4. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the irrigation season.
5. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
6. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
7. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use, nor does it prejudice any future rental agreement that may be made of the subject water rights after this rental agreement expires.
8. Acceptance of a right into the bank, and rental of a right from the bank does not,

in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. The validity of a water right will be reviewed in the ongoing Snake River Basin Adjudication, and considered in any other department application process.

9. The amounts and conditions of the rental agreement may be revised upon review of the availability of surface water sources, the extent of beneficial use, or the validity of a right in the ongoing Snake River Basin Adjudication or any other department application process.
10. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
11. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
12. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
13. In the event that continued water use is not authorized, the renter agrees to hold the Board, the Director and the state of Idaho harmless from any claim for reimbursement or expenses associated with the development of new and supplemental water uses.
14. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind acceptance of the lease.

Dated this _____ day of _____, 2004.

by _____
for _____

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 2004.

KARL J. DREHER, Director
Department of Water Resources

Claim No. 22-222A

Document Checklist

☒ Copy License/Decree

Hexbara V. Tran

☐ Copy Transfer

☐ Copy Licensing Field Exam

☒ Check if Ownership/Address Change is Required

☐ Generate, mail and file "Evidence of Priority" letter

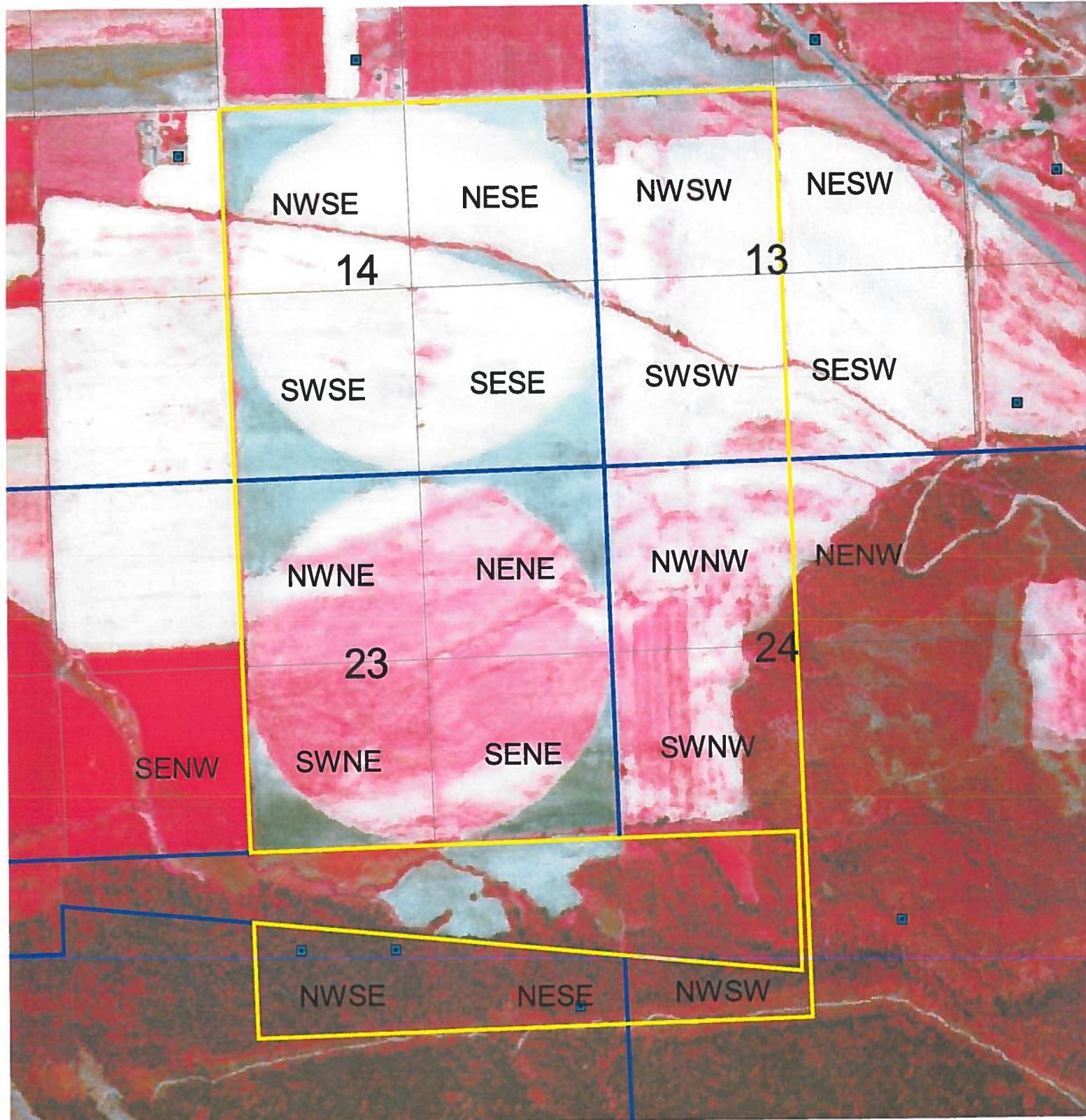
☒ Generate Arcview Map

Decreed 3.2 Cfs

B., June 1, 1886; Spring Creek	8,000
in L., June 1, 1886; Moody Creek	300
reduced to 25 inches after June 20th of each	
in L.; June 1, 1886; Teton River	25
ge, David; June 1, 1887; North Leigh Creek;	25
Wamp Creek for a late right	260
John; June 1, 1887; Wood Creek and	60
ans J.; June 1, 1887; Bigler Slough	80
ictor; Sept. 1, 1887; Horse Shoe Creek	30
ictor; June 1, 1888; Horse Shoe Co.; Teton	290
in Agricultural & Milling Canal Co.; Teton	
high water right until July 1st of each year	1,325
William; June 1, 1888; Teton River. (Stew-	
Walters Ditch.) Joint appropriation with	
H. Anderson)	160
Ill.; June 1, 1888; Twin Creeks	168
see, Charles H.; Mar. 15, 1889; Moody Creek	200
reduced to 80 inches after June 20th of each	
ren; Apr. 1, 1889; Trail Creek	80
a W.; Apr. 1, 1889; South Leigh Creek	160
an; Apr. 5, 1889; Pack Saddle Creek	120
Christian; May 1, 1889; Teton River.	280
ugh the Nelson-Jacobs Ditch)	112
mas; May 3, 1889; Mahogany Creek	140
benazer, and J.; June 1, 1889; Fox Creek	80
ed J.; June 1, 1889; John Creek	150
John; June 1, 1889; Warm Creek	40
C.; June 1, 1889; Spring Creek	140
ilham; June 1, 1889; Mahogany Creek	10
ilham P.; June 1, 1889; Mahogany Creek	160
Frank, and wife; June 1, 1889; North Leigh	
Samuel; June 1, 1889; South Leigh Creek	150
, O.; June 1, 1889; Darby Creek	40
namin; June 1, 1889; Trail Creek	20
n, Abner; June 10, 1889; North Leigh Creek.	20
F. W.; June 15, 1889; Trail Creek	160
for 1.; July 5, 1889; Trail Creek	160
for 1.; July 15, 1889; Fox Creek	95
Mary E.; Sept. 1, 1889; Warm Creek, Spring	55
and Deep Creek	80
use-Johnson Ditch; Oct. 1, 1889; Teton River	620
see-Johnson Ditch.) For power purposes only,	
subject to rights of users for agricultural pur-	
of water through same ditch	3,000
igation & Manufacturing Co.; Oct. 2, 1889;	
1 River. (To be diverted at the Bird head-	
near the Teton Mill	500
Mary E.; Apr. 1, 1890; Warm Creek; Spring	80
k and Deep Creek	
D. R., Adminr. Estate of Fred Sinclair (de-	
ch Co.; Apr. 1, 1890; Trail Creek	115
n, A. L.; Apr. 1, 1890; Teton River	2,335
n, A. L.; Apr. 1, 1890; Trail Creek	87

82 Rice, Ed.; Apr. 1, 1890; Trail Creek	160
82 Curtis, Nahum; Apr. 1, 1890; Trail Creek	160
82 Blanchard, John; Apr. 1, 1890; Trail Creek	120
82 Eyrnon, John; Apr. 1, 1890; Trail Creek	80
85 Paul, John; June 1, 1890; Springs on land	15
85 Paul, William H.; June 1, 1890; Little Springs and Deep	60
Creek	80
85 Jenkins, William; June 1, 1890; Fox Creek	110
85 Kimball, R. C., and A. L.; June 1, 1890; Fox Creek	240
85 Lawson, B. G.; June 1, 1890; Spring Creek	150
85 Murphy, G. M.; June 1, 1890; Darby Creek	160
85 Smith, C. M.; Jan. 1, 1890; Darby Creek	140
85 Walton, D. O.; June 1, 1890; Darby Creek	135
85 Shaw, O. W.; June 1, 1890; North Leigh Creek or Spring	240
Creek	160
85 Yearsley, H. C.; June 1, 1890; Spring Creek	200
85 Drake, Richard; June 1, 1890; Patterson Creek	85
85 Chaisey, John P.; June 1, 1890; Paul Spring Creek,	
Grove Creek, Deep Creek and Little Spring Creek	
85 Byrne, Michael; June 1, 1890; Fox Creek	100
85 Buxton, Mary A.; June 1, 1890; Sloughs from Twin	80
Creeks	120
85 Beezley, Ebenezer, and J.; June 1, 1890; Fox Creek	15
85 Andrews, L. W.; June 1, 1890; Grove Creek	145
85 Durney, P. S.; June 1, 1900; Trail Creek	100
85 Foote, Arthur L.; June 1, 1890; Mahogany Creek	240
85 Ferguson, John; June 1, 1890; Grove Creek and Willow	155
Spring Creek	160
85 Eames, William; June 1, 1890; Spring Creek	130
85 Edlefson, E. B.; June 1, 1890; Leigh Creek	135
85 Drake, Lavina; June 1, 1890; Boquat Creek and Drake	160
Creek	130
88 Drake, William; July 1, 1890; Mahogany Creek	160
90 Tonks, William H.; July 15, 1890; Trail Creek	160
92 Curtis, Clarissa A.; Sept. 1, 1890; Trail Creek	160
96 Rice, A. L.; Jan. 1, 1891; Patterson Creek	100
98 O'Brien, James A.; June 1, 1891; North Leigh Creek	2,600
98 Siddoway-Briggs Co.; June 1, 1891; Teton River. (For	
power purposes)	20
98 Sinclair, D. R., Adminr. Estate of Fred Sinclair (de-	
ceased); June 1, 1891; Eyrnon Ditch	100
98 Smith, Ellington; June 1, 1891; Spring Creek, Darby	
Creek and Crandall Springs	200
98 Shaw, L. C.; June 1, 1891; Ragder Creek and water	120
from springs on T. A. Phillips' land	150
98 Swanner, Samuel; June 1, 1891; South Leigh Creek	200
98 Hubbard, Susan; June 1, 1891; North Leigh Creek and	120
Middle Leigh Creek	150
98 Harron, Samuel; June 1, 1891; Leigh Creek	200
98 Hill, Mary Ann; June 1, 1891; Pack Saddle Creek	120
98 Clark & Houghton; June 1, 1891; Teton River	160
98 Dewey, George A.; June 1, 1891; Fox Creek	160
98 Barney, Walter; June 1, 1891; South Leigh Creek	100
98 Bowles, Sarah; June 1, 1891; Spring Creek	
98 Blamires, Robert, and C. J. Burton, W. S. Burton and	
Thomas H. Phillips; June 1, 1891; Badger Creek	
and springs on land of T. A. Phillips	640
98 Edleton, Noah C.; June 1, 1891; Leigh Creek	40
100 Siddoway Irrigation & Manufacturing Co.; July 1, 1891;	
Teton River	300

22-222A





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 18, 2003

KENT W FOSTER
US BANK BUILDING
330 SHOUP AVENUE, THIRD FLOOR
PO BOX 50130
IDAHO FALLS, ID 83405

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 22-221C, 22-222A,
22-435A, 22-12981

Dear Mr. Foster:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Kristen Forsgren
Office Specialist 1

Enclosure

cc: Teton Springs Golf and Casting Club, LLC

RECEIVED

JUN 23 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**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): 22-221C, 22-222A, 22-435A
Adjudication Claim No(s): 22-12981
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Metwest Mortgage Services, Inc
601 West 1st Avenue
Dept 115000
Spokane, WA 99201-5071
4. Name of Water Right Owner/Claimant(s)
Teton Springs Golf & Casting Club, LLC
Teton Springs LLC
5. Expiration Date of Notification Period December 31, 2012
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Metwest Mortgage Services, Inc
by: *[Signature]*
its SECRETARY

For Office Use Only

Received by <u>JC</u>	Date <u>6-23-03</u>	Fee <u>\$125-</u>
Receipted by <u>JC</u>	Date <u>6-24-03</u>	Receipt No. <u>E028916</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER
SHAN B. PERRY
AMELIA A. SHEETS
DeANNE CASPERSON*

*Licensed in Missouri & Kansas

US BANK BUILDING
330 SHOUP AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL KFOSTER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

February 7, 2003

Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

RE: Teton Springs Golf and Casting Club

Dear Jennifer:

Enclosed is a Notice of Change of Water Right Ownership for Teton Springs Golf and Casting Club. If everything is in order, please complete the change and return the new claims to our office. If a fee is required, please let us know and we will be happy to send you a check.

Thank you for your kind attention in this matter. If you have any questions please feel free to contact this office.

Sincerely,



Cheri Vandermeulen
Secretary for Kent W. Foster

Enclosures

G:\WPDATA\KWF\10495 TETON SPRINGS\WR ltr 020703 wpj.cd

RECEIVED
FEB 10 2003
Department of Water Resources
Eastern Region

RECEIVED
FEB 10 2003
Department of Water Resources
Eastern Region

OK JC
9/17/03
RECEIVED
FEB 10 2003
Department of Water Resources
Eastern Region

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. 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
	22-221 C				
	22-222A				
	22-435A				
	22-12981				

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 rights(s) or claims(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 your water rights(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 Merrill R. Rammell and Max H. Rammell
Teton Springs Golf and Fishing Club, LLC
4. New Owner/Claimant(s) Teton Springs Golf and Casting Club, LLC
 Name connector (check one): [] and [] or, [] and/or
 New Mailing Address One Teton Springs Parkway
 City, State and ZIP Code Victor, ID 83455
 New Telephone Number 208-787-8000
5. Date you acquired the property October 26, 2000

Form 02-200(02.1409(6)) July, 2000

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)

Anthony J. West Managing Member

For Snake River Basin Adjudication Claims: Please attached 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.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ Date _____ WR _____ Date _____

Oct 25 00 01:18P

FIRST AMERICAN TITLE

208 354 8825

P. 3

T-739

139991

RECEIVED

OCT 27 2000

TETON CO. ID
CLERK RECORDER

WARRANTY DEED

For Value Received MERRILL R. RAMMELL and ROBERTA L. RAMMELL, husband and wife

Hereinafter called the Grantor hereby grants, bargains, sells and conveys unto

TETON SPRINGS GOLF & FISHING CLUB, LLC, a Wyoming Limited Liability Company
whose address is: 2395 N PINKS WAY STE 102, WILSON, WY, 83014

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Commencing at a point which is South 89°42' W., along said Section line 814.82 feet, from the SE corner of Section 14, Township 2 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence North 00°01' West 2540.0 feet, more or less, to the quarter line of Section 14; thence South 89°42' East, along said quarter line 1410.66 feet; thence South 00°01' East, 6181.41 feet; thence North 82°40' West, 422.13 feet; thence North 30°01' West 1367.25 feet, more or less, to the point of beginning

TOGETHER WITH fixtures, water mains and the pivot irrigation system ("as is" condition) and any and all water rights related thereto.

TOGETHER WITH any and all water rights of record and 51% of the mineral, oil, and gas rights.

IN ADDITION to the foregoing, the purchase price shall also include payment for all improvements and fixtures upon the Property ("improvements"). Regarding the mineral interests retained by Seller, in no case may such interest interfere with the intent of the parties concerning the substance of this agreement, that is, the development, marketing, sale and continuation of a high quality golf course and planned residential community with commercial amenities. The parties waive any right to mine gravel, coal or any mineral that would require disturbing the surface. If oil or gas is mined, it will only be done through a pooling agreement where exploration and extraction facilities are located off of the premises. Subject to reservations in United States and State Patents, existing and recorded Right-of-Way, Easements, Easings, Building and Subdivision ordinances, Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs 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 year taxes, levies, and assessments, and except (1) R. Patent reservations, restrictions, easements of record, and assessments payable upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated

MERRILL R. RAMMELL, BY MARK S. RAMMELL,
HIS ATTORNEY IN FACTROBERTA L. RAMMELL, BY MARK S.
RAMMELL HER ATTORNEY IN FACT

STATE OF IDAHO

COUNTY OF TETON

On this 26th day of October, in the year 2000, before me, a Notary Public in and for said State, personally appeared MARK S. RAMMELL, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of MERRILL R. RAMMELL and ROBERTA L. RAMMELL, and acknowledged to me that he subscribed the name of MERRILL R. RAMMELL and ROBERTA L. RAMMELL therein as principal and his own name as attorney-in-fact.

FILED

AT THE REQUEST OF

LAYNE W. PRICE
A NOTARY PUBLIC &
STATE OF IDAHO

BY 2 NOTARIES 12/2/00

DATE Oct 27 2000

Teton County

Commission Expires 11-15-2004

Notary Public of Idaho

Residing at 2083548825

Commission Expires 11-15-2004

First American Title Company 139991

02/07/2003 10:10

2083011420

FIRST AMERICAN TITLE

PAGE 03



WARRANTY DEED

OCT 27 2000

TETON CO. ID
CLERK RECORDER

For Value Received MAX H. RAMMELL and DENICE K. RAMMELL, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
TETON SPRINGS GOLF & FISHING CLUB, LLC, a Wyoming Limited Liability
Company
whose address is 3195 N PINES WAY SUITE 102, WILSON, WY, 83014

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Commencing at a point which is S 89°42' W, along said section line 834.82 feet, from the SE corner of Section 14, Township 3 North, Range 45 E.B.M., Teton County, Idaho, and running thence South 60°01' E., 1367.25 feet; thence North 82°40' W., 3205.54 feet; thence North 00°31' E., 130.0 feet; more or less, to the quarter line of Section 33; thence along said quarter line South 89°46' E., 2690.97 feet; thence North 0°01' W., along 1/16 line 1901.54 feet; thence North 89°42' W., 1320.0 feet; more or less, to the quarter line of said Section 23; thence North 0°01' W., along said quarter line 1300.86 feet; more or less, to the center pt. of Section 14; thence South 89°42' E., 1805.20 feet, along 1/4 line of said Section 14; thence South 00°01' E., 2640.0 feet, more or less, to the point of beginning.

ALSO:

The S1/2NW1/4NE1/4, SW1/4NE1/4 of section 23, Township 3 North, Range 45 E.B.M., Teton County, Idaho

TOGETHER WITH fixtures, water mains and the pivot irrigation system (as in condition) and any and all water rights related thereto.

TOGETHER WITH any and all water rights of record and 31% of the mineral, oil, and gas rights.

IN ADDITION to the foregoing, the purchase price shall also include payment for all improvements and fixtures upon the Property ("Improvements"). Regarding the mineral interests retained by Seller, in no case any such interest interfere with the intent of the parties concerning the substance of this agreement, that is, the development, marketing, sale and continuation of a high quality golf course and planned residential community with commercial amenities. The parties waive any right to mine gravel, coal or any mineral that would require disturbing the surface. If oil or gas is mined, it will only be done through a pooling agreement where exploration and extraction facilities are located off of the premises.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as provided between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby warrant to and with the said Grantee, that the Grantee 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 (1) S. Patent reservations, easements, interests of record, and easements visible upon the premises, and that Grantor will warrant and defend the same against claims whatsoever.

Date 10-20-00

Max H. Rammell
MAX H. RAMMELL

Denice K. Rammell
DENICE K. RAMMELL

STATE OF IDAHO, COUNTY OF TETON

On this 20th day of October, in the year 2000, before me, a Notary Public in and for said State, personally appeared MAX H. RAMMELL and DENICE K. RAMMELL, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

139992

FILED

IN THE REGISTRY

LAYNE W. PRICE
NOTARY PUBLIC
STATE OF IDAHO

Teton County

My Comm. Expires 11-18-02

Notary Public of Idaho

Commission Expires 11-18-2002

American Title Company

RECEIVED

JUN 19 2002

TETON CO. ID
CLERK RECORDER

Recording requested by and after recording
 return to: Holland & Hart LLP Attn: Teresa Buffington,
2515 Warren Avenue, Suite 450, Cheyenne, WY 82001-1347

148693

CERTIFY THIS TO BE A
 TRUE AND CORRECT COPY.

Instrument # 148693

DRIGGS, TETON, IDAHO

2002-06-19

03:11:06 No. of Pages: 4

Recorded for: FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: DEED, SPECIAL WARRANTY

SPECIAL WARRANTY DEED
 (Teton County, Idaho)

FOR VALUE RECEIVED, Teton Springs, LLC, a Wyoming limited liability company, fka Teton Springs Golf & Fishing Club, LLC, with such name change made by an amendment filed with the Wyoming Secretary of State on November 15, 2000 ("Grantor"), whose address is 3395 N. Pines Way, Suite 102, Wilson, Wyoming 83014, hereby grants, bargains, sells, and conveys unto Teton Springs Golf & Casting Club, LLC, a Wyoming limited liability company ("Grantee"), whose address is 25 West 950 South, Victor, Idaho 83455, the following described real property, to-wit:

The real property described in Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full, which property is located in Teton County, State of Idaho.

TOGETHER WITH all of Grantor's right, title and interest in and to easements, fixtures, improvements and appurtenances belonging thereto and mineral and oil and gas rights thereon and thereunder,

TOGETHER WITH all water and water rights appurtenant thereto, including but not limited to ditches and ditch rights, storage rights, and reservoirs and reservoir rights appurtenant to, used on, or located on such real property,

TOGETHER WITH i) all other and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, ii) all reversionary, underlying or other right, title and interest of Grantor in and to the rights-of-way of all public roads, streets, or ways, and of all railroads or easements, abutting upon said premises or any part thereof, and iii) all right, title and interest of Grantor in and to any and all lands lying beneath, or constituting the bed of any waterway or body of water, abutting upon said premises or any part thereof, and

SUBJECT TO all easements, restrictions, reservations, and other matters of record as of the date hereof.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee and its successors and assigns forever.

Grantor does hereby covenant that it and its successors shall and will WARRANT and DEFEND the title to said premises unto Grantee and its successors and assigns forever against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the matters above set forth.

148693

IN WITNESS WHEREOF, the Grantor has hereunto set its hand effective as of the 19th day of JUNE, 2002.

TETON SPRINGS, LLC (fka Teton Springs Golf & Fishing Club, LLC)

By: [Signature]

Name: JAMES E. EDEN

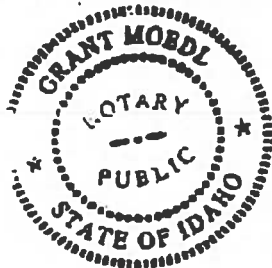
Title: MANAGER

State of Idaho, county of Teton, ss.

On this 19th day of June, in the year 2002, before me Grant Moedel, personally appeared James E. Eden, known or identified to me (or proved to me on the oath of _____), to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

2910816_2.DOC

WITNESS my hand and official seal.



[Signature]

Notary Public for Idaho

My Commission Expires: 8-2-2006

**Exhibit A
To
Special Warranty Deed**

Attached Legal Description

All of Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

**LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LOTS WITHIN
BLOCKS OF TETON SPRINGS GOLF AND CASTING CLUB PHASE I AS FOLLOWS:**

Lots 5, Block 1, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lot 3, 4, 6, 7, 13 and 14, Block 2, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 11, 12, 13 and 14, Block 3, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lot 1, Block 4, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 2, 3, 4, 5, 6, 7 and 13, Block 5, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 2, 13, 14, 16 and 17, Block 6, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 1, 8, 9, 10, 11, 13, 16, 21 and 22, Block 7, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lot 13, 15, 16, 17 and 18, Block 8, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10 Block 9, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

1 of 2 pages

148693

Lots 2 and 7, Block 11, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 5, 6, 7, 11 and 13, Block 12, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 1, 4, 6, 7, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 Block 14, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 3, 10 and 13, Block 16, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

Lots 1, 3, and 4, Block 17, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:-

TRACT 15 HASTINGS' RANCH, Teton Springs Golf and Casting Club Phase I, Teton County, Idaho as the same appears on the official plat thereof recorded February 13, 2001, as Instrument No. 141372, also being more particularly described as follows:

A PART OF THE NE1/4SW1/4 SECTION 14, TWP. 3N, RNG, 45E., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:

FROM THE C 1/4 CORNER OF SAID SECTION 14, THENCE S 00 04'22" E, 30.00 FEET ALONG THE EAST LINE OF THE SW1/4 AND THENCE N 89 39'34" W, 191.84 FEET PARALLEL WITH THE NORTH LINE OF THE SE1/4 TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH, 300.34 FEET TO A POINT;

THENCE S 45 00'00" W, 223.43 FEET TO A POINT;

THENCE WEST, 342.82 FEET TO A POINT;

THENCE NORTH 461.31 FEET TO A POINT;

THENCE S 89 39'34" E, 500.82 FEET PARALLEL AND OFFSET 30 FEET SOUTH OF THE NORTH LINE OF SW1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING.

2 of 2 pages

148693

Burger

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: A22-00222A
Date Received: 7/13/1988
Receipt No: E000723
Received By: _____

RECEIVED

JAN 25 1989

Department of Water Resources
Eastern District

AMENDED

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

AMENDED

1. Name: MAX RAMMELL 208-356-8399
Address: 74 ASH
REXBURG, ID 83440
OR
Name: MERRILL RAMMELL 208-356-7963
Address: 330 YALE
REXBURG, ID 83440

2. Date of Priority: APR 01, 1890

3. Source: TRAIL CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	46E	19	SW	SW	SE		TETON

5. Description of diverting works:
HEADGATE TO CANAL TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	2.134		

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

8. Total consumptive use is 814.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A22-00222A

Page 1

Date: 01/04/89

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NOV 04 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	45E	13	NW	SW		IRR	15.0
			SW	SW		IRR	17.0
			Section Acres				32.0
		14	NE	SE		IRR	38.0
			NW	SE		IRR	39.0
			SW	SE		IRR	40.0
			SE	SE		IRR	39.0
			Section Acres				156.0
		23	NE	NE		IRR	39.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	39.0
			NE	SE		IRR	13.0
			NW	SE		IRR	8.0
			Section Acres				179.0
		24	NW	NW		IRR	19.0
			SW	NW		IRR	19.0
			NW	SW		IRR	2.0
			Section Acres				40.0
			Total Acres				407.0

11. Place of use in counties: TETON

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

13. Other Water Rights Used:
22-00435/00221C

14. Remarks:
THIS CLAIM IS A RE-COMBINATION OF 22-0222A & 22-0222B

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 12/16/1910

REXBURG IRRIGATION CO. ET AL
Decree Plaintiff

vs

TETON IRR. CANAL CO. ET AL
Decree Defendant

A22-00222A

Page

2

Date: 01/04/89

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NOV 04 1992

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:

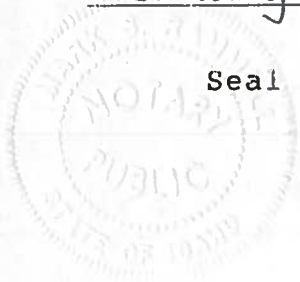
I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): X *Merrie Ramsey* Date: 1-23-89
Myra Ramsey Date: 1-23-89

State of Idaho)
County of MADISON) SS.

Subscribed and sworn (or affirmed) before me this 23 day
of January 19 89

Mark A. Ramsey
Notary Public



Residing at Rexburg
My Commission Expires 10/3/92

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
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THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A22-00222A
Date Received: 7/13/1988
Receipt No: E000723
Received By: KCW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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OR
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Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	3.200		

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

8. Total consumptive use is 814.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A22-00222A

Page 1

Date: 07/13/88

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NOV 04 1992

A2200222A



10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
03N	45E	13	NW		SW		IRR	15.0
			SW		SW		IRR	17.0
							Section Acres	32.0
		14	NE		SE		IRR	38.0
			NW		SE		IRR	39.0
			SW		SE		IRR	40.0
			SE		SE		IRR	39.0
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Decree Plaintiff

vs

TETON IRR. CANAL CO. ET AL
Decree Defendant

A22-00222A

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Date: 07/13/88

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NOV 04 1992

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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): Max Lammee Date: 7/13/88

Date: _____

State of Idaho)
County of Bonneville) SS.

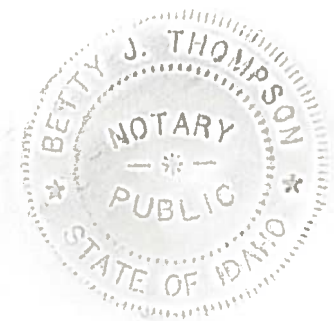
Subscribed and sworn (or affirmed) before me this 13th day

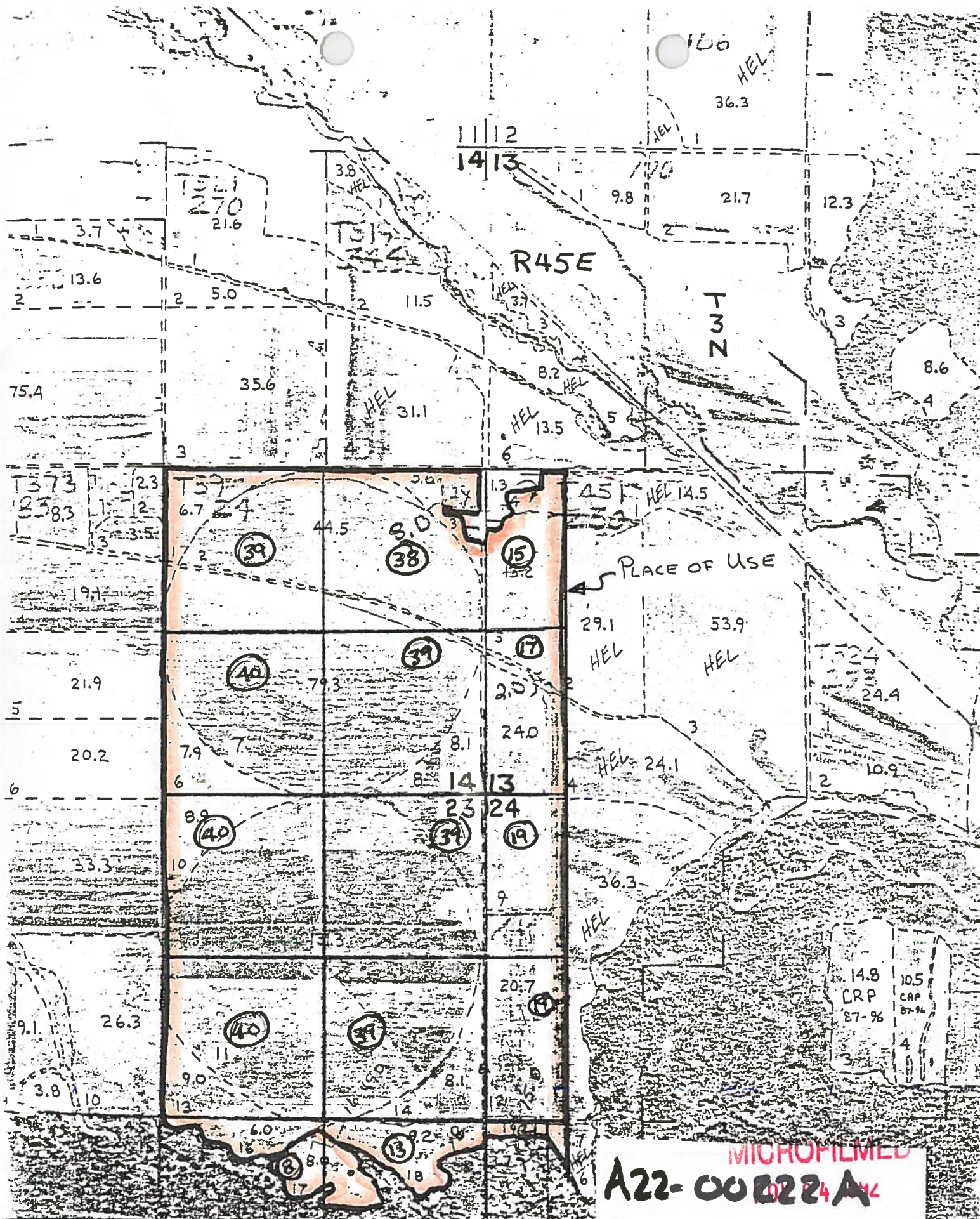
of July 19 88

Betty J. Thompson
Notary Public

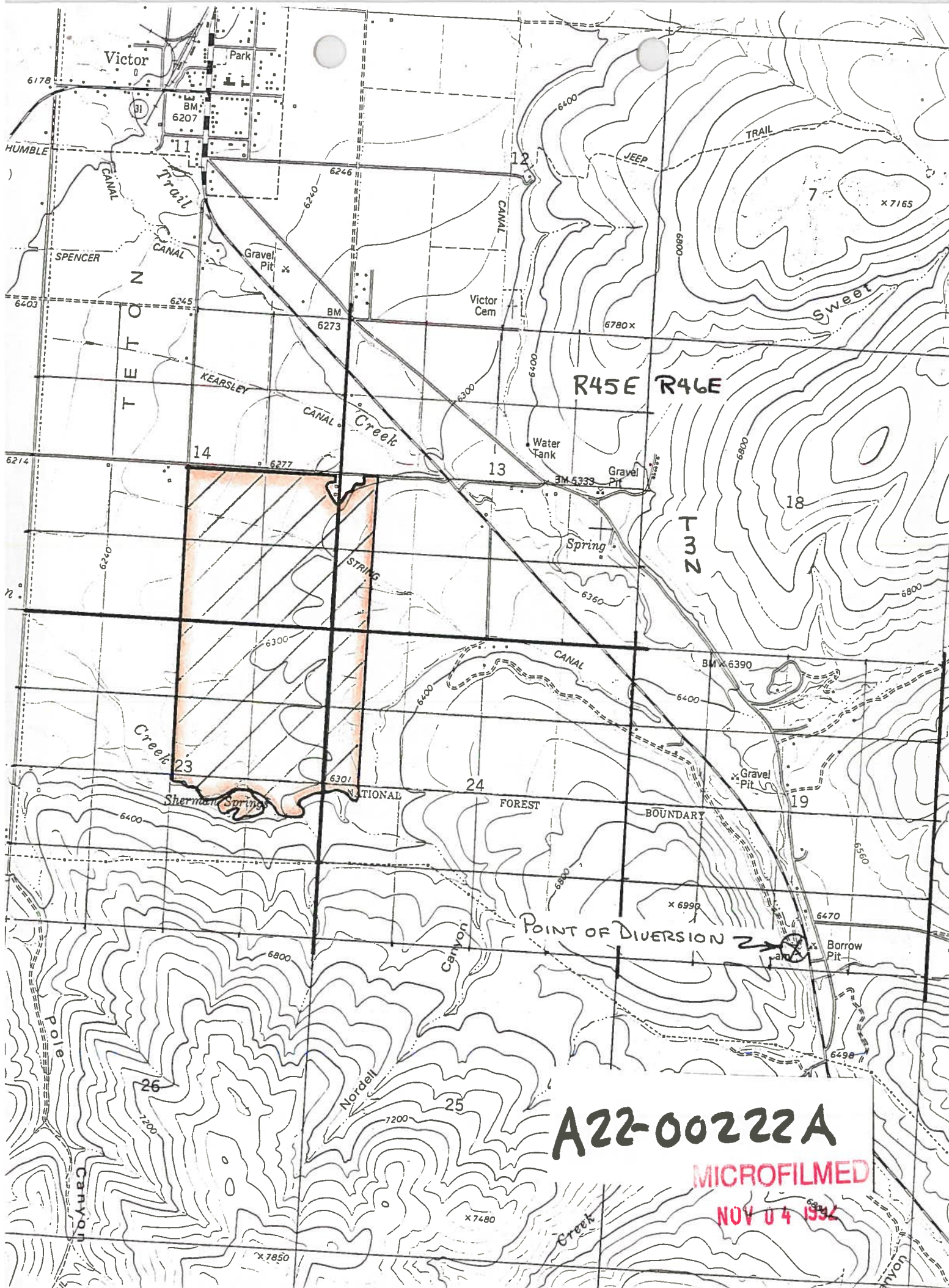
Seal

Residing at Idaho Falls Id
My Commission Expires 6-94





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A22-00222A



A22-00222A

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