06/23/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-480B

NAME AND ADDRESS: JERRY HONG
PO BOX 183
FORT HALL ID 83203

JOHN B PARKER
PO BOX 183
FORT HALL ID 83203

PETER LIPOVAC
PO BOX 183
FORT HALL ID 83203

SOURCE: NORTH LEIGH CREEK TRIBUTARY: SPRING CREEK

Water is delivered from Middle Leigh Creek.

QUANTITY: 1.330 CFS

PRIORITY DATE: 06/01/1892

POINT OF DIVERSION:

T06N R46E S30 SENE Within TETON County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	1.330 CFS
STOCKWATER	04/15 10/31	0.020 CFS

PLACE OF USE:

IRRIGATION Within TETON County

T06N R45E S26	SWSW	20.00	T06N R45E S26	SESW	20.00
T06N R45E S35	NENW	6.80	T06N R45E S35	NWNW	18.00

STOCKWATER Within TETON County

T06N R45E S26	SWSW	T06N R45E S35	NWNW

64.8 ACRES TOTAL

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 Ricks Canal.

22-480B

6/29/2005

RESENT NOE WITH CHANGE OF ADDRESS TO:

JERRY HONG
RT 3 BOX 282
BLACKFOOT ID 83221

PER TETON COUNTY ASSESSOR'S OFFICE

KATY

SCANNED
JUN 29 2005

PROFILE

OK Keith Wilson

Form 42-248/42-1409(6) July, 2000

RECEIVED
JUL 07 2006
Department of Water Resources
Eastern Region

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
22-480B					

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): Peter Lipovac, Jenny Hong, Angela Hong, [redacted], John Parker, Beverly Parker

4. New Owner/Claimant(s): Leigh Meadows Development
   Name Connector (Check one) [ ] and, [ ] or, [ ] and/or

   New Mailing Address: [redacted] 440205 E Hwy 10

   City, State and ZIP Code: Welch OK 74369

   New Telephone Number: 489 266-4522

5. Date you acquired the property: _____

PROFILED

SCANNED
JUL 26 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) Owner / Manager

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 _____ AJ Date _____ WR _____ Date _____

165728

WARRANTY DEED

RECEIVED
JAN 11 2005
TETON CO. CLERK & RECORDER

Order No.:3070424 ILG

FOR VALUE RECEIVED

David Chapman and Lana Chapman, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Leigh Meadows Development, LLC

whose current address is

8659 E. Woodland Ave.
Queen Creek, AZ 85242

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A part of Sections 26 and 35, Township 6 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the North quarter corner of said Section 35, the point of beginning; thence N 89°38'40" W 294.94 feet along the northern section line of said section 35 to a point; thence S 00°31'47" West 294.59 feet to a point; thence N 89°44'27" W 934.17 feet to a point; thence N 00°26'08" E 957.46 feet to a point on the north Line of the South half of the South half of the Southwest quarter of said section 26; thence S 89°38'18" E 1228.59 feet along the North line of the South half of the south half of the Southwest quarter to the Northeast corner of the South half of the South half of the Southwest quarter of said section 26; thence S 00°26'08" W 661.05 feet along the East line of the Southwest quarter of said section 26 to the point of beginning.

Instrument # 165724
DRIGGS, TETON, IDAHO
2005-01-11 08:45:17 No. of Pages: 1
Recorded for : ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever

Dated: ~~12/24/2004~~ 1-04-2005 DC LC

David Chapman

Lana Chapman

OFFICIAL SEAL
BETH HOOPES
NOTARY PUBLIC ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 14, 2008

State of Arizona)
) ss.
County of Maricopa)

On this 4 day of January in the year 2005 before me, a Notary Public in and for said state, personally appeared DAVID & LANA CHAPMAN known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same.

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

Beth Hoopes

Notary Public for the State of Arizona
Residing at:
Commission Expires:

165728

RECEIVED
AUG 13 2004
TETON CO. ID
CLERK RECORDER

162849

T-11794

First [illegible] many

WARRANTY DEED

Instrument # 162849
DRIGGS, TETON, IDAHO
2004-08-13 04:10:27 No. of Pages: 8
Recorded for : FIRST AMERICAN TITLE
NOLAN G. BOYLE Fee: 24.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

1. Date

August 10, 2004

2. Parties

Grantors: Peter Lipovac who is also known as Peter Anthony Lipovac, an unmarried man,
Jerry Hong, a married man joined in by Angela Hong, his wife, and John Parker and Beverly Parker, husband and wife.

Current address:

C/O Peter Lipovac
Route 3, Box 282
Blackfoot, ID 83221

Grantees: David Chapman and Lana Chapman

Current address:

_____
_____, AZ _____

3. Property

Idaho County: Teton

Transferred Interest: Grantors' entire fee simple

Property Address:

No address has yet been assigned to the real property being sold

Approximate Number of Acres: 25 acres

Description:

A part of Sections 26 and 35, Township 6 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the North quarter corner of said Section 35, the point of beginning; thence N 89°38'40" W 294.94 feet along the northern section line of said section 35 to a point; thence S 00°31'47" West 294.89 feet to a point; thence N 89°44'27" W 934.17 feet to a point; thence N 00°26'08" E 957.48 feet to a point

~~834.17 feet to a point; thence N 00°26'08" E 957.48 feet to a point~~ on the north Line of the South half of the South half of the Southwest quarter of said section 26; thence S 89°38'16" E 1229.59 feet along the North line of the South half of the south half of the Southwest quarter to the Northeast corner of the South half of the South half of the Southwest quarter of said section 26; thence S 00°26'08" W 661.05 feet along the East line of the Southwest quarter of said section 26 to the point of beginning.

Together with all improvements, water, water rights, ditches, ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits.

4. Reservations

(A) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.

(B) Reserving unto the Grantors a 60-foot roadway and utility easement as more particular described in that certain Easement Agreement and Right of First Refusal executed by the Grantors and the Grantees as Sellers and Buyers and recorded on the same day this deed is recorded.

(C) Reserving unto the Grantors a 20-foot ditch easement as more particular described in that certain Easement Agreement and Right of First Refusal executed by the Grantors and the Grantees as Sellers and Buyers and recorded on the same day this deed is recorded.

5. Subject to:

(A) Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions, reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.

(B) Subject to a county road and utility easement along the eastern property line.

(C) Subject to a 60-foot road and utility easement as identified above.

(D) Subject to a 20-foot ditch easement as identified above.

(E) Taxes and assessments for 2004 and all subsequent years.

(F) All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

(G) Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance or otherwise of record.

6. Restrictions:

The following provisions shall restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) and for the benefit of property the sellers are retaining (the "Remainder Property" as described below.). These restrictions shall be a covenant running with the land and are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property and the Remainder Property as follows.

The "Remainder Property" is described as follows, to wit:

A part of Section 26 and 35, Township 6 North, Range 45 East of the Boise Meridian, Teton County Idaho, being further described as:

Commencing at the Southwest corner of said section 26, the point of beginning; thence N 00°30'56" E 659.82 feet along the Western Section line to the Northwest corner of the South half of the South half of the Southwest quarter of said section 26; thence S 89°38'16" E 1403.46 feet along the North line of the South half of the South half of the Southwest quarter of said section 26 to a point; thence South 00°26'08" W 957.48 feet to a point; thence N 89°44'27" W 258.83 feet to a point; thence S 00°31'48" W 400.00 feet to a point; thence N 89°44'27" W 1146.57 feet to a point; thence N 00°34'20" E 700.19 feet to the point of beginning.

In imposing these restrictions, the Sellers agree that any construction upon the Remainder Property and any transfer or subdivision of the Remainder Property will be subject to the same restrictions.

The restrictions are as follows:

1. No mobile or modular homes allowed for either temporary or permanent use or for storage.

2. Should the property be subdivided, lots may not be smaller than 2.5 acres. Each such lot shall be limited to having one single-family residential structure with one attached or detached

garage, one guesthouse and one storage building. The single-family residence structure shall be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and shall not exceed a height of 30 feet from natural grade. Residential structures shall have a minimum of six (6) outside corners and the two largest roof surfaces shall have a minimum pitch or slope of 5/12. Any guesthouse shall be built only after the construction of the primary residence and shall be no larger than 1,000 square feet of interior living space. Any garage shall be located within 100 feet of the primary residence. Any storage building shall be located within 150 feet of the primary residence. The primary residence, guesthouse and garage shall be of similar architectural features and the sum total of all building shall not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user or group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures shall have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling shall be used on structure exteriors.

3. The Subject Property and the Remainder Property shall be each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property

   Each architectural committee will govern the property within its purview but both shall govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Remainder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

4. Prior to construction of any improvements all owners shall submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group shall have the right to stop the construction of any improvements that do not conform to these minimum provisions. .

5. 4 head of livestock shall be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 head of livestock may be horses.

6. All feed shall be stored inside a barn or storage building. No freestanding hay or haystacks shall be allowed outside of the barn or storage building.

7. There shall be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs shall be maintained so as to not become a nuisance. Any nuisance shall be subject to being governed by a 2/3 vote of the owners of the Subject Property as it relates to land within the Subject Property and 2/3 vote of the owners the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which my be imposed upon any owner who violates this provision.

8. All accumulated materials, building materials, vehicles, equipment and personal property items shall be stored inside structures.

9. Other than home occupations, craftsman or artisan activities all of which shall be maintained inside structures, no commercial activity shall be allowed on the property subject of these deed. This provision shall not exclude breeding of livestock.

10. The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner shall have the right to continue agricultural activity. The properties may have separate and different uses, such as agriculture, without having to conform to the uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provisions of this documents. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners converts property to residential use, the storage of agricultural crops shall be within roofed structures which incorporate siding or opaque screening so as to not be visible from neighboring property and shall be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.

11. The subject and remainder properties shall have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments shall govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.

12. These restrictions constitute a mutual covenants running with the land and all successive future owners of the Subject Property and the Remainder Property shall have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party

shall be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.

13. Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions shall be paid by the defaulting or violating party.

7. Consideration

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

8. Grant

Grantors, for the consideration listed above hereby grant, bargain, sell, convey and confirms to Grantees, their heirs, successors and assigns, the transferred interest in the property described in this deed.

9. Warranties

Grantors, for themselves, their heirs, successors and assigns, covenants with Grantees, their heirs, successors, and assigns as follows:

Grantors are currently the owner of the property as described in this deed.

Grantors have good right to convey the property described in this deed to Grantees.

The property described in this deed is free from all encumbrances, except as otherwise shown in this deed or of record.

Grantors and their heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantees, their heirs, successors and assigns against the lawful claims of all persons.

10. Construction

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

Peter Lipovac

Jerry Hong

Angela Hong

John Parker

Beverly Parker

STATE OF IDAHO)
) ss.
County of Bingham)

On this 11 day of August, 2004 personally appeared before me, the undersigned, a Notary Public in and for said State, Peter Lipovac known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: Blackfoot
My commission expires: 3/29/08 (SEAL)

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO
Bingham
County of Bonneville ss

On this 10th day of August, 2004, before me, Viki D Bauer, an Idaho notary public, personally appeared Jerry Hong and Angela Hong, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Viki D Bauer
Notary Public for Idaho
Residing at: Blackfoot
Commission expires: 3/29/08

(SEAL)

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO
County of Bingham ss

On this 10 day of August, 2004, before me, Viki D Bauer, an Idaho notary public, personally appeared John Parker and Beverly Parker, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Viki D Bauer
Notary Public for Idaho
Residing at: Blackfoot
Commission expires: 3/29/08

(SEAL)

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO

162849

712502

WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 39.333% interest; Peter Lipovac, a single man, as to an undivided 40.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

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

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8669 East Woodland Ave, Queen Creek, AZ 85242

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

A parcel of land lying due West and to be added to property described in deed # 162849, located in Section 26 and 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho. This parcel being further described as:
From the North Quarter corner of Section 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running; thence N89°36'40 W, 294.94 feet, along the North section line; thence S00°31'47" W, 294.89 feet to a point; thence N89°44'27" W, 934.17 feet to the POINT OF BEGINNING; thence N89°44'27" W, 252.47 feet to a point; thence N00°26'06" E, 957.94 feet to a point; thence S89°36'16" E, 252.47 feet to a point; thence S00°26'06" W, 957.48 feet to the point of beginning.

SEE ATTACHED RESERVATIONS AND RESTRICTIONS:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 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.

Dated: 4/8/05

John Parker

Beverly Parker

Peter Lipovac

Jerry Hong

Angela Hong

167398

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this 8 day of April, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Viki D Bauer
Notary Public of Idaho
Residing at: Blackfoot Id
Commission Expires: 3/29/08

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho)
ss.
COUNTY OF)

On this 8 day of April, 2005, before me, a Notary Public, personally appeared Peter Lipovac, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Viki D Bauer
Notary Public of Idaho
Residing at: Blackfoot Id
Commission Expires: 3/29/08

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho)
ss.
COUNTY OF)

On this day of April, 2005, before me, a Notary Public, personally appeared Jerry Hong and Angela Hong known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at:
Commission Expires:

RESERVATIONS:

(1) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.

(2) Reserving unto the Grantors a 60-foot roadway and utility easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

(3) Reserving unto the Grantors a 20-foot ditch easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

RESTRICTIONS:

The following provisions will restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) These restrictions will be some covenants running with the land are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property.

The restrictions are as follows:

(1) No mobile or modular homes allowed for either temporary or permanent use or for storage.

(2) Should the property be subdivided, lots may not be smaller that 2.5 acres. Each such lot will be limited to having one single-family residential structure with one attached or detached garage, one guesthouse and one storage building. The single-family residence structure will be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and will not exceed a height of 30 feet from a natural grade. Residential structures will have a minimum of six (6) outside corners and the two largest roof surfaces will have a minimum pitch or slope of 5/12. Any guesthouse will be built only after the construction of the primary residence and will be no larger than 1,000 square feet of interior living space. Any garage will be located within 100 feet of the primary residence. Any storage building will be located within 150 feet of the primary residence. The primary residence, guesthouse and garage will be of similar architectural features and the sum total of all building will not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user of a group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures will have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling will be used on structure exteriors.

(3) The Subject Property and the Remainder Property will each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property.

Each architectural committee will govern the property within its purview but both will govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Reminder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

(4) Prior to construction or any improvements all owners will submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group will have the right to stop the construction of any improvements that do not conform to these minimum provisions.

(5) 4 heads of livestock will be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 heads of livestock may be horses.

(6) All feed will be stored inside a barn or storage building. No freestanding hay or haystacks will be allowed outside of the barn or storage building.

(7) There will be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs will be maintained so as too not become a nuisance. Any nuisance will be subject to being governed by a 2/3 vote of the owners of the Subject Property and 2/3 vote of the owners of the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which may be imposed upon any owner who violates this provision.

(8) All accumulated materials, building materials, vehicles, equipment and personal property items will be stored inside structures.

(9) Other than home occupations, craftsman or artisan activities all of which will be maintained inside structures, no commercial activity will be allowed on the property subject of this deed. This provision will not exclude breeding of livestock.

(10) The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner will have the right to continue agricultural activity. The properties may have to continue agricultural activity. The properties may have separate and different uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provision of this document. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners' converts property to residential use, the storage of agricultural crops will be within roofed structures which incorporate siding or opaque screening so as too not be visible from neighboring property and will be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.

(11) The subject and remainder properties will have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments will govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.

(12) These restrictions constitute a mutual covenant running with the land and all successive future owners of the Subject Property and the Remainder Property will have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party will be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.

(13) Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions will be paid by the defaulting or violation party.

MAY. 19. 2005 10:54AM AM. TITLE-DRIGGS NO. 1744

First American Title Company

168299

MAY 26 2005

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovac, a single man, as to an undivided 46.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

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

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8669 East Woodland Ave., Queen Creek, AZ 85242

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

SEE ATTACHED LEGAL:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of existing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 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.

Dated:

John Parker

Beverly Parker

Beverly Parker

Peter Lipovac

Jerry Hong

Angela Hong

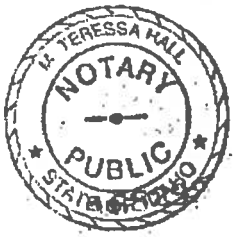
Instrument # 168299
DRIGGS, TETON, IDAHO
2005-05-26 02:16:23 No. of Pages: 7
Recorded for : FIRST AMERICAN TITLE
NOLAN G. BOYLE Fee: 21.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

STATE OF Idaho

COUNTY OF Bingham

On this 19 day of May, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at: Blackfoot ID
Commission Expires: 8/24/07



ATTACHED LEGAL DESCRIPTION

Order No.: T12670

Tract 1:
(Parcel 2)
Fee Estate: A part of Sections 26 and 35, TWP. 6N., RNG. 45E., B.M., Teton County, Idaho, Being further described as:
Commencing at the SW corner of said Section 26, The point of beginning;
Thence N 00°30'56"E, 859.82 feet along the Western section line to the NW Corner of the S1/2S1/2SW1/4 of said Section 26:
Thence S 89°38'16"E, 1403.46 feet along the North line of the S1/2S1/2SW1/4 of said Section 26 to a point:
Thence S 00°26'08"W, 957.48 feet to a point;
Thence N 89°44'27"W, 258.83 feet to a point;
Thence S 00°31'48"W, 400.00 feet to a point;
Thence N 89°44'27"W, 1146.57 feet to a point;
Thence N 00°34'20"E, 700.19 feet to a point of beginning.

Tract 2:
Easement Estate: Together with and Subject to a 60 foot road and utility easement as described as follows:
A 60 foot road and utility easement for ingress and egress and for installation and maintenance of utilities, including, but not limited to, Electric, Telephone, and Cable TV utilities, running across a part of the SE1/4SW1/4 Section 26, TWP. 6N., RNG. 45E., B.M., Teton County, Idaho, being 30 feet on each side of the following described centerline:
From the S1/4 corner of said Section 26, Thence N00°26'08" E, 330.53 feet along the East line of the SW1/4 to the point of beginning;
Thence N89°40'00" W, 398.80 feet to a point;
Thence 150.49 feet along a 191.61 foot radius curve to the left, having a central angle of 45°00'00" and a chord bearing S67°50'00" W, 146.65 feet to a point;
Thence S45°20'00" W, 50.00 feet to a point;
Thence 150.49 feet along a 191.61 foot radius curve to the right, having a central angle of 45°00'00" and a chord bearing S67°50'00" W, 146.65 feet to a point;
Thence N89°40'00" W, 524.72 feet to a point on the property line, the point of ending.

LESS AND EXCEPTING THEREFROM a parcel of land lying due West and to be added to property described in deed # 162849, located in Section 26 and 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho. This parcel being further described as:
From the North Quarter corner of Section 35, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running; thence N89°36'40 W, 294.94 feet, along the North section line; thence S 00°31'47" W, 294.89 feet to a point; thence N89°44'27" W, 934.17 feet to the POINT OF BEGINNING; thence N89°44'27" W, 252.47 feet to a point; thence N00°26'08" E, 957.94 feet to a point; thence S89°38'16" E, 252.47 feet to a point; thence S00°26'08" W, 957.48 feet to the point of beginning.

165299

STATE OF Idaho

:ss

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Peter Lipovac, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

_____

Notary Public of: Idaho
Residing at:
Commission Expires:

STATE OF Idaho

:ss

COUNTY OF Teton

On this 21 day of May, 2005, before me a Notary Public, personally appeared Jerry Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Jerrilee J. Brower

Notary Public of:Idaho
Residing at: Tetonia, Id.
Commission Expires: 2-27-10

JERRILEE J. BROWER
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho

:ss

COUNTY OF Teton

On this 21 day of May, 2005, before me a Notary Public, personally appeared Angela Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Jerrilee J. Brower

Notary Public of:Idaho
Residing at: Tetonia, Idaho
Commission Expires: 2-27-10

JERRILEE J. BROWER
NOTARY PUBLIC
STATE OF IDAHO

168299

STATE OF Idaho

COUNTY OF Bingham :ss

On this 19th day of May, 2005, before me a Notary Public, personally appeared Peter Lipovac, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Terrece Hopkins

Notary Public of: Idaho
Residing at: Blackfoot
Commission Expires: 4-23-2010

TERRECE HOPKINS NOTARY PUBLIC STATE OF IDAHO

STATE OF Idaho

:ss

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Jerry Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public of:Idaho
Residing at:
Commission Expires:

STATE OF Idaho

:ss

COUNTY OF

On this day of May, 2005, before me a Notary Public, personally appeared Angela Hong, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public of:Idaho
Residing at:
Commission Expires:

168299

(5) 4 heads of livestock will be allowed on each 2.5 acres of property, provided however no more than 2 of the 4 heads of livestock may be horses.

(6) All feed will be stored inside a barn or storage building. No freestanding hay or haystacks will be allowed outside of the barn or storage building.

(7) There will be no pigs, flocks of birds, emus, sled dogs or dog kennels allowed upon the premises. Dogs will be maintained so as too not become a nuisance. Any nuisance will be subject to being governed by a 2/3 vote of the owners of the Subject Property and 2/3 vote of the owners of the Remainder Property as it relates to property within the Remainder Property to decide how to control the animals or to set the penalty which may be imposed upon any owner who violates this provision.

(8) All accumulated materials, building materials, vehicles, equipment and personal property items will be stored inside structures.

(9) Other than home occupations, craftsman or artisan activities all of which will be maintained inside structures, no commercial activity will be allowed on the property subject of this deed. This provision will not exclude breeding of livestock.

(10) The Subject Property and the Remainder Property are currently used for agricultural purposes. Each owner will have the right to continue agricultural activity. The properties may have to continue agricultural activity. The properties may have separate and different uses of the other property. In the event that a property does not become developed as residential property, it does not have to conform to the provision of this document. If the owner wishes to continue agricultural use, there may be open and uncovered storage of agricultural crops developed on the premises. If the owners' convorts property to residential use, the storage of agricultural crops will be within roofed structures which incorporate siding or opaque screening so as too not be visible from neighboring property and will be in accordance with the above provisions and these restrictions will apply to all property converted to or subdivided for residential use.

(11) The subject and remainder properties will have the right to amend these provisions by mutual consent of the owners of the Subject Property and the Remainder Property and the resulting amendments will govern the use of all lands within the Subject Property and the Remainder Property as provided in this deed.

(12) These restrictions constitute a mutual covenant running with the land and all successive future owners of the Subject Property and the Remainder Property will have the same rights and responsibilities as the Grantors and Grantees herein to invoke and enforce the provisions of these restrictions, though no party will be obligated to enforce these restrictions at the demand of other owners, their successors or assigns.

(13) Any costs, to include reasonable legal fees, incurred as a result of the enforcement of these restrictions will be paid by the defaulting or violation party.

T12570

WARRANTY DEED

For Value Received John Parker and Beverly Parker, husband and wife, as to an undivided 33.333% interest; Peter Lipovac, a single man, as to an undivided 46.667% interest; Jerry Hong and Angela Hong, husband and wife, as to an undivided 20.00% interest.

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

Leigh Meadows Development, LLC, an Idaho limited liability company

whose address is: 8659 East Woodland Ave., Queen Creek, AZ 85242

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

SEE ATTACHED LEGAL:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 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.

Dated: 5-21-05

John Parker

Beverly Parker

Peter Lipovac

Jerry Hong

Angela Hong

STATE OF Idaho

COUNTY OF Teton

On this 21 day of May, 2005, before me, a Notary Public, personally appeared John Parker and Beverly Parker, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at: Tetonia, Idaho
Commission Expires: 2-27-10

168299

RESERVATIONS:

(1) Reserving however unto the Grantors the right and privilege to build the one single-family residence as allowed by Teton County Zoning Ordinances. In accepting this delivery of this deed the Grantees acknowledges that no building permits may be issued to the Grantees unless Grantees obtains an approved subdivision plat for the property transferred to the Grantees by this deed.

(2) Reserving unto the Grantors a 60-foot roadway and utility easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

(3) Reserving unto the Grantors a 20-foot ditch easement as more particularly described in that certain Easement Agreement executed by the Grantors and the Grantees as Sellers and Buyers and recorded on August 13, 2004 as Instrument Number 162851.

RESTRICTIONS:

The following provisions will restrict the use of the property being conveyed by this deed.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances and to preserve and support appreciation of property values for the benefit of the property being transferred (the "Subject Property" as described above) These restrictions will be some covenants running with the land are imposed upon the owners, their heirs, successors, assigns and lessees of the Subject Property.

The restrictions are as follows:

(1) No mobile or modular homes allowed for either temporary or permanent use or for storage.

(2) Should the property be subdivided, lots may not be smaller that 2.5 acres. Each such lot will be limited to having one single-family residential structure with one attached or detached garage, one guesthouse and one storage building. The single-family residence structure will be of new construction, consist of a minimum of 1,800 square feet of interior living space on the main (grade) level, exclusive of garage, decks, carports or attachments and will not exceed a height of 30 feet from a natural grade. Residential structures will have a minimum of six (6) outside corners and the two largest roof surfaces will have a minimum pitch or slope of 5/12. Any guesthouse will be built only after the construction of the primary residence and will be no larger than 1,000 square feet of interior living space. Any garage will be located within 100 feet of the primary residence. Any storage building will be located within 150 feet of the primary residence. The primary residence, guesthouse and garage will be of similar architectural features and the sum total of all building will not exceed 8,000 square feet. The guesthouse may be rented only on a short term basis, for a term not to exceed one month per separate renter user of a group, so as to disallow long term rentals and to prohibit more than one single-family residence per lot. All structures will have exterior colors of earthen tones. No metal siding with vertical lines or vertical paneling will be used on structure exteriors.

(3) The Subject Property and the Remainder Property will each be governed by an architectural committee elected by the majority of the respective owners of lands within the property, one for the Subject Property and another for the Remainder Property.

Each architectural committee will govern the property within its purview but both will govern according to these minimum restrictions, provided, however, the owners of a majority of the lots within the Subject Property or a majority of the lots within the Remainder Property may choose to develop the Subject Property to restrictions that are more restrictive than the provision set out in this deed.

(4) Prior to construction or any improvements all owners will submit site plans, elevations and floor plans to the architectural committee governing the property upon which the construction is contemplated for review and approval. The majority of the owners of all lots within the respective property group will have the right to stop the construction of any improvements that do not conform to these minimum provisions.

OPERATING AGREEMENT
LEIGH MEADOWS DEVELOPMENT, LLC

This Operating Agreement is made and entered into this day of DECEMBER 1, 2004 to be effective DECEMBER 1, 2004 by and between:
DAVID CHAPMAN
LANA CHAPMAN

WITNESSETH:

WHEREAS, the parties hereto are desirous of associating themselves as members in a venture known as "LEIGH MEADOWS DEVELOPMENT, LLC," a limited liability company, formed in the State of Arizona; and

WHEREAS, the members desire to reduce to writing the terms of their Operating Agreement of LEIGH MEADOWS DEVELOPMENT, LLC (hereinafter "the company").

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

1.1. The company shall operate under the name of LEIGH MEADOWS DEVELOPMENT, LLC.

1.2. The principal location of the company shall be at PO BOX 604 253 S. MAIN ST DRIGGS, ID 83422.

1.3. The name of the initial registered agent for the company is MARK ROCKEFELLER located at PO BOX 604 253 S. MAIN DRIGGS, ID 83422. In the event the aforenamed registered agent resigns, has the authority to receive service of process revoked, or cannot be found or served with the exercise of reasonable diligence, the Director of the Division of Corporations and Commercial Code of the Arizona Department of Commerce is appointed agent for service of process.

1.4. The members of the liability company are:

DAVID CHAPMAN	8659 E. WOODLAND AVE, QUEEN CREEK, AZ 85242
LANA CHAPMAN	8659 E. WOODLAND AVE, QUEEN CREEK, AZ 85242

1.5.The managers of the limited liability company are:

DAVID CHAPMAN	8659 E. WOODLAND AVE, QUEEN CREEK, AZ 85242
LANA CHAPMAN	8659 E. WOODLAND AVE, QUEEN CREEK, AZ 85242

ARTICLE II

PURPOSE OF THE BUSINESS

2.1. One purpose and character of the business is to OPERATE A DEVELOPMENT COMPANY.

2.2. The company shall also have as a purpose and

character of business any and all lawful business.

2.3. Additional legal and lawful business ventures and purposes may be added to this limited liability company upon the consent of each and every member of LEIGH MEADOWS DEVELOPMENT, LLC. The operation, scope, and responsibilities of the new business venture(s) shall be fully disclosed to each and every member before voting on consent shall be taken.

ARTICLE III

TERM OF THE COMPANY

The company shall commence on the date of acceptance and filing of the Articles of Organization with the Sate of Arizona Department of Commerce, Division of Corporations and Commercial Code, and shall continue for thirty (30) years thereafter unless terminated before that time as described below.

ARTICLE IV

FISCAL YEAR OF COMPANY

The fiscal year of the company shall be the calendar year. Any changes to the fiscal year of the company shall be made by vote of each and every member, unless another year is imposed by the Internal Revenue Code of Regulations.

ARTICLE V

CAPITAL CONTRIBUTIONS

5.1. The original capital of the company shall consist of cash and property contributed by the parties at the values hereinafter set out:

NAME	TYPE OF CONTRIBUTION	VALUE
DAVID CHAPMAN	Cash	Various
LANA CHAPMAN	Cash	Various

5.2. After initial contributions, each member may make additional capital contributions from time to time as agreed upon by the members of the company.

ARTICLE VI

ADDITIONAL PARTIES

No member shall, except with the consent of each and every member, withdraw his/her capital contributions, in whole or in part, nor assign, mortgage, sell or otherwise transfer his/her membership share in the company or in its capital, assets, or property, nor enter into any agreement as a result of which any other person, firm or company shall become interested with him/her as a member of the company, nor do any act detrimental to the best interests of the company, or which would make it impossible to carry on the ordinary business of LEIGH MEADOWS DEVELOPMENT, LLC.

Notwithstanding the above, any member, for estate and income tax planning purposes, may transfer his/her company interest to a revocable trust or family Partnership at any time.

ARTICLE VII

PREEXISTING LOANS

The company agrees to assume the existing mortgages or encumbrances, if any, on properties transferred to LEIGH MEADOWS DEVELOPMENT, LLC

ARTICLE VIII

CAPITAL ACCOUNTS

8.1. Capital accounts shall be maintained for each member. The capital interest of each member shall consist of his/her original contribution to capital, increased by (1) additional capital contributions and (2) any credit balances transferred to his/her capital account as provided herein, and decreased by (a) distributions in reduction of member capital and (b) his/her share of company losses.

8.2. Payments to individual members shall be made out of net income from time to time as determined by the members, and shall be distributed in accordance with the respective percentage interests of the company, including salaries to members, managers and employees for services to the company, and to purchase necessary assets or property for the company.

8.3. From time to time the company may require additional capital. In such event an assessment for such additional requirements may be made by the members with the consent of each and every member.

8.3.1. All members shall be required to pay such assessments within ten (10) days after notice thereof. Should any member fail to pay the full assessment within the said amount of ten (10) days, interest shall thereafter accrue on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month until paid.

8.3.2. Should any member fail to pay the full assessment within one hundred eighty (180) days after notice thereof, such member shall automatically be expelled, and the provisions of Section 16 shall apply.

8.4. LEIGH MEADOWS DEVELOPMENT, LLC shall maintain adequate books and records at its principal office, and all members shall have the right to inspect said books at reasonable times during business hours. Individual capital accounts shall be kept for each member. The managing member(s) agree to deliver to each member within thirty (30) days after the expiration of each fiscal year of the company a statement showing the capital account of each member, the distribution to each member, the basis employed in stating the valuation of the assets and any changes is such basis during the preceeding year; the amount of income or loss and the additions and deductions therefrom setting forth in particular the amounts of depreciation, amortization, interest, and extraordinary income or charges, whether or not included in operating income, and the amount

thereof reportable for state and federal income tax purposes.

8.5. No member shall receive any interest on his/her contribution to the company, and any advance of money to the company by any member in excess of his/her respective agreed capital contribution shall not be deemed a capital contribution to the company, but a debt due from LEIGH MEADOWS DEVELOPMENT, LLC and shall be repaid with interest at such times as may be determined by contract or by managing member(s) absent contractual time restraints, with interest at six percent (6%) per annum.

8.6. The managing member(s) shall devote such time to the company as shall be necessary to conduct the day to day operation of company business. The managing member(s) shall have full charge of the management thereof, subject to all member(s) exercising control over an aspect of company business in accordance with paragraph 10.1, and shall have the power on behalf of the company to perform such acts as are allowed by the laws of the state or county in which the company properties or assets are located, except where limited by this Agreement, including but not limited to, sale of company property and the execution of bills of sale, contracts of sale, conveyances, and deeds.

ARTICLE IX

DIVISION OF PROFITS AND LOSSES

The net profits or losses of the company shall be divided among the members in proportion to their adjusted capital accounts.

ARTICLE X

MANAGEMENT OF PARTNERSHIP: DUTIES AND RESTRICTIONS

10.1. Each member shall have an equal vote in the mangement of company business and a majority vote of the members in attendance to a properly called meeting shall control company business, except as otherwise provided by this agreement. A seven (7) day notice must be given before a meeting of the members can be called, unless otherwise agreed.

10.2. The members shall devote such time to the actual operation of the business as they shall from time to time agree and may be compensated by way of salaries or wages for the value of such services actually performed, the amount of such salaries or wages to be determined by unanimous agreement of the members. Such wages or salaries shall be treated as an expense in determining company net profit or loss.

10.3. One or more company bank accounts shall be established and checks on such accounts may be signed by any one of the members, or otherwise, as the memers shall agree.

10.4. No member without the consent of the other members, shall:

10.4.1. Borrow or lend money on behalf of the company

10.4.2. Execute any security agreement, mortgage, bond, or lease.

10.4.3. Assign, transfer or pledge any debts due the company or release any such debts due, except upon payment in full.

10.4.4. Compromise any claim due the company, or submit to arbitration any dispute or controversy

involving the company.

10.4.5. Sell, assign, pledge, or mortgage his/her interest in the company.

ARTICLE XI

LOANS BY MEMBERS

Any one or more of the members may loan such sums to the company as shall be needed from time to time over and above contributed capital and funds borrowed from other sources. Such loans shall be for periods of time as each and every one of the members shall agree and shall be evidenced in writing by notes bearing interest at prevailing commercial rates and showing times and amounts of repayment.

ARTICLE XII

COMPANY FUNDS

All funds of the company shall be deposited and kept in its name in such company bank account or accounts as shall be designated by the members. All withdrawals therefrom shall be made as provided in Section 10.3.

ARTICLE XIII

COMPANY ACCOUNTING

At the end of the company fiscal year, or as soon as practical thereafter, a full, true, and accurate account shall be made in writing of all the assets and liabilities of the company and of all its receipts and disbursements, on the cash basis method of accounting, in accordance with generally accepted accounting principles. The assets, liabilities, and income, both gross and net, shall be ascertained and the net profits and net losses shall be determined. The account of each member shall thereupon be credited or debited, as the case may be, with his/her share of such net profits or losses. In preparing such account, there shall be charged all expenses of the business and also all losses, and other charges incident or necessary to the carrying on of the business. A copy of the state and federal income tax returns of the company will be distributed to all persons who were members during the year so that they may timely and properly file their respective tax returns.

ARTICLE XIV

WITHDRAWAL OF A MEMBER

14.1. Upon the withdrawal of a member for any reason other than expulsion, the remaining members may acquire the withdrawing member's company interest by paying to him/her or his/her legal representative an amount determined by the application of Article XV, said amount be paid as herein provided. In the event the remaining members elect not to purchase said interest within forty-five (45) days after the receipt of an offer, then the interest shall be offered to the company. If the company elects not to purchase said interest within thirty (30) days after the offer, then

the company shall dissolve and the provisions of Article XVII shall apply.

14.2. If withdrawal occurs as the result of death or permanent disability as herein defined, payments made by the remaining members, or the company, shall be made to the withdrawing member, or his/her legal representative, in ten (10) equal semi-annual installments, including interest, with the first payment due on or before sixty (60) days after withdrawal for death or permanent disability. For the purposes of this section, the term "permanent disability" shall mean such degree of physical or mental disablity as is sufficient to render a member incapable of performing his/her duties as a member or in his/her regular occupation for a period of more than one (1) year. In the event that the company elects to purchase the deceased or disabled member's interest, and a portion of the decedent's or disabled's interest is covered by insurance, the full amount of the insurance, up to, but not exceeding, the purchase price shall be paid to the decedent's or disabled's legal representative within sixty (60) days after the date of death or disability.

14.3. If withdrawal occurs for any other reason, except expulsion, payment, whether made by the remaining members or the company, shall be made to the withdrawing member in sixteen (16) semi-annual installments, including interest, with the first payment due on or before sixty (60) days after withdrawal.

14.3.1. At the time the initial payment is made to the withdrawing member, or his/her legal representative, the company, or the remaining members, as the case may be, shall execute its/their promissary note, payable to the withdrawing member or his/her legal representative, in the face amount of the unpaid balance, and otherwise on the terms and conditions set forth above. The note shall provide for interest at the annual rate of eight percent (8%) on the unpaid balance, said interest to accrue from and after the initial payment.

14.3.2. The note shall provide for the privilege of prepayment of the whole amount or any installment thereunder without premium or penalty. The note shall further provide that, at the option of the holder, the entire amount shall become due if all or any part of any principal or interest payment shall remain unpaid for forty-five (45) days after the date on which the same becomes due by the terms of the note.

ARTICLE XV

VALUATION OF INTEREST OF THE WITHDRAWING MEMBER

15.1. If a member withdraws for any reason, including death or permanent disability, then the value of his/her interest in the company shall be the sum of the following:

(a) His/her proportionate share of the assets of the company, less his/her proportionate share of the liabilities of the company, all valued as hereinafter set forth; plus

(b) His/her proportioante share of the accrued net income of the company to the date of death or effective date of withdrawal; which shall be referred to as the book value or purchase price, and shall be determined as hereinafter provided.

15.2. The book value or purchase price for a company interest, as set forth herein, shall be the book value thereof as it appears on the books and records of the company as of the close of business on the date of death or the effective date of withdrawal, as

adjusted by substituting the fair market value as of such date, in place of the book value, of any property and improvements owned by the company. Such adjusted book value shall be computed by the accountant regularly employed by the company in accordance with the accounting practices and procedures regularly followed by the company and in accordance with the generally accepted accounting principles and procedures.

15.2.1. No allowance shall be made for goodwill, trade name or other intangible assets except as those assets have been reflected on the company books immediately prior to the date of the determination of book value.

15.2.2. Book value shall include and reflect the withdrawing member's capital account as of the end of the last fiscal year as shown on the company books, increased by his/her share of company profits and decreased by his/her share of company losses for the period from the beginning of the fiscal year in which he/she withdrew until the date of his/her withdrawal, and further increased by contributions and decreased by withdrawals during such period, all in accordance with Articles V and VIII.

15.2.3. In making the adjustment for the fair market value of the property, the accountant may rely on the written appraisal of any licensed real estate appraiser, selected by him/her for that purpose at the expense of the company.

15.2.4. A statement showing the book value or purchase price, as adjusted, and the supporting items and computations, including a copy of the property appraisal, shall be delivered to the withdrawing member or his/her legal representative and to the remaining members on or before sixty (60) days after the date of death or effective date of withdrawal. The book value or purchase price as set out in the statement shall be deemed to be the price for the entire company interest, binding upon all parties hereto, unless and until changed by written agreement of the parties or by arbitration as hereafter provided.

15.2.5. In the event the accountant is unable to complete the statement for any reason before the initial payment is due, as provided in Article XV, and the withdrawal is for any reason other than death or permanent disability, then an initial payment of five percent (5%) of the estimated purchase price, as determined by the accountant, shall be made. If the withdrawal is for death or permanent disability, them an initial payment of ten percent (10%) of the estimated purchase price, as determined by the accountant, shall be made. Thereafter and within sixty (60) days the statement shall be completed and any required adjustments on the unpaid balance shall be made on the basis for handling increases or decreases as set forth in Section 15.5.

15.3. Payments made by the company to any member who withdraws for any reason other than death or permanent disability, which are in excess of the said member's capital accounts at the effective date of withdrawal shall be considered as payments of income under Section 736(a) of the Internal Revenue Code. Payments which reflect the capital account of such member shall be considered as payments for an interest in the company under Section 736(b) of the Code.

15.4. Payments made by the company to any member, or his/her legal representative, who withdraws because of death or permanent disability shall, to the exent that they represent payment of undrawn profits, be considered as payments of income under Section 736(b) of the Internal Revenue Code, and the balance of the payments

made hereunder shall be considerd as payments for an interest in the company under Section 736(b) of the Code.

15.5. In the event either the withdrawing member, or his/her legal representative, or a purchaser, or a majority of the remaining members, should dispute the purchase price shown on the accountant's statement prepared pursuant to Section 15.2.4, then such party shall, within ten (10) days after delivery of such statement, give a written notice of his, her or their objection to the other parties, which objection shall contain a specification of the reasons therefor. If the dispute is not settled within twenty (20) days by written agreement among the parties, then the determination of the book value or purchase price as of the date of death or effective date of withdrawal shall be accomplished by arbitration, as provided in Article XVII hereof. If the amount is changed by the agreement of the parties or by arbitration award, the new amount shall govern and shall be the purchase price for the company interest hereunder. If the new amount is not fixed and determined until after the initial payment, then any increase in the price shall be paid in cash to the withdrawing member, or his/her legal representative, within sixty (60) days after the date of such agreement; and any decrease in the purchase price thus determined shall be credited against the unpaid balance owing the withdrawing member, or his/her legal representative, and shall reduce the principal amount due on the note referred to in Section 14.3.1.

ARTICLE XVI

EXPULSION OF A MEMBER

16.1 A member may be expelled from the limited liabilty company for any of the following reasons:

16.1.1. Insolvency, bankruptcy or assignment of assets for the benefit of creditors.

16.1.2. Conviction of a felony.

16.2 If a member is expelled, he/she shall be paid the value of his/her interest, determined as provided in Article XIII, as follows:

16.2.1. Thirty-three and one-third percent (33 1/3%) thereof in cash, within (90) days following the date of notice of expulsion to the affected member.

16.2.2. The balance paid in not more than three (3) annual installments, including interest, commencing one hundred eighty (180) days after the payment referred to in Section 16.2.1. and continuing thereafter on the anniversary of said payment. Interest shall accrue on the unpaid balance at the annual rate of eight percent (8%) from and after the payment referred to in Section 16.2.1. and shall be payable annually in addition to the principal payment.

16.3. At the time the payment referred to in Section 16.2.1 is made, the company shall execute its promissory note payable to the expelled member, in the face amount of the unpaid balance, and otherwise on the terms and conditions set forth above, and the provisions of Section 14.3.2 shall apply.

ARTICLE XVII

DISSOLUTION AND TERMINATION OF THE COMPANY

17.1. LEIGH MEADOWS DEVELOPMENT, LLC shall dissolve upon the occurrence of any of the following events:

17.1.1. The expiration of fifty (50) years fixed for the duration of the company as shown in the Articles of Organization and this Operating Agreement.

17.1.2. Each and every member signs an agreement dissolving the company.

17.1.3. Upon the death, legal incapacity, disability, insanity, retirement, resignation, expulsion, bankruptcy or dissolution of a member or upon the occurrence of any other event that terminates the continued eligibility for membership of a member.

17.2. On termination or dissolution by agreement of the members, or for any other reason, the company shall immediately commence to wind up its affairs. The members shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The termination of the company shall be conducted by all the members, or remaining members. The proceeds from liquidation of company assets shall be applied as follows:

17.2.1. Debts of the company, other than members.

17.2.2. Amounts owed to members for unpaid wages and salaries.

17.2.3. Loans to members.

17.2.4. The capital contributions of the members as reflected in their respecting capital accounts.

17.3. Any gain or loss on disposition of company properties in the process of liquidation shall be credited or charged to the members in the proportion of their interest in profits or losses. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold at its fair makret value and the cash proceeds were distributed. The difference between the value of the property distributed in kind and its book values shall be treated as a gain or loss on sale of the property and shall be credited or charged to the members in the proportions of their interests in profits or losses as specified herein.

17.4. In connection with the liquidation the members shall decide whether to sell any compnay assets, and if so, whether at public or private sale, and for what amount and upon what terms, or whether to distribute and transfer the same to the member in kind.

17.5. In the event that the members, by majority vote, determine to sell any real or personal property, they shall have full right and discretion to determine the time and the manner in which such sale shall be had, having due regard for the activity and condition of market conditions, and general financial and economic conditions. The sale may be either public or private.

ARTICLE XVIII

ARBITRATION

18.1. Any controversy or claim arising out of or relating to this agreement, or to the interpretation, breach, or enforcement thereof, shall be submitted to arbitration and settled thereby. Any award made by such arbitration shall be final, binding, and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof.

18.2. The fees and expenses of arbitration shall be

borne equally by the parties. If a majority of the members believe that expert advice will materially assist the arbitrator in the resolution of any questions, the members may retain one or more qualified persons, including, but not limited to, legal counsel, architects, accountants, engineers, appraisers, Realtors, or insurance adjusters, to provide expert advice. The fees and expenses of any such qualified person or person shall also be borne equally by the parties. The arbitrators shall have no power to alter, amend, or modify any provision of this agreement.

18.3. All arbitration proceedings shall be conducted in accordance with and in compliance with the rules then complied with the American Arbitration Association, insofar as practicable, or in the envent that such rules are no longer in existence, then in accordance and in compliance with such rules, regulations, or statutes as govern procedures in court of record in the State of Arizona in civil matters. The State of Arizona arbitrator, however, may modify any such rules to the extent that such modification will assist the arbitrator in reaching a fair determination or to the extent that the arbitrator may determine that strict adherance to said rule is not necessary to reach such fair and impartial determination.

ARTICLE XIX

NOTICE

Wherever provision is made in this agreement for the giving or delivery of any notice, statement, or any instrument, such notice shall be deemed to have been duly given and delivered if personally delivered or mailed by United States registered or certified mail, addressed to the party entitled to receive the same at his/her address. Each party hereto may change his/her mailing address by giving to the company, by personal delivery or by United States registered or certified mail, written notice of election to change such address and of such new address. Except where otherwise specified in this agreement, any notice, statement, or other instrument shall be deemed to have been given, served, and delivered on the date on which such notice was personally delivered or mailed as herein provided.

ARTICLE XX

OUTSIDE INTERESTS

20.1. Each member may have or engage in other business interests or ventures of every description independently or with others, and neither the company nor any other member shall have any right by virture of this agreement in or to any such independent ventures.

20.2. No member shall be required to devote his entire time to the business of the company. No member shall be obligated to devote more time and attention to the conduct of the business of the company than shall be deemed, by a majority of the members, including such member, to be required for the business of the company.

ARTICLES XXI

AMENDING THE OPERATING AGREEMENT.

At any meeting properly called by the members, giving

seven (7) days notice to all members in accordance with paragraph 10.1., a motion may be made to amend this Operating Agreement or the Articles of Organization. The Operating Agreement and the Articles of Organization may be amended in writing, in whole or in part, by a vote of each and every member of the company.

ARTICLE XXII

ENTIRE AGREEMENT

This agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments, and understandings relating thereto are hereby merged herein. This agreement cannot be changed or terminated orally.

ARTICLE XXIII

COVENANTS AND AGREEMENTS

The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective executors, administrators and assigns.

ARTICLE XXIV

DEFINITIONS OF TERMS

Words herein used in the singular shall denote the plural and the plural shall denote the singular, and the context so requires. Nouns and pronouns used herein, whether masculine, feminine, or neutral, shall be interpreted as the context requires.

ARTICLE XXV

GOVERNING LAW

This agreement, and the application and/or interpretation thereof, shall be governed exclusively by the law of the State of Arizona, notwithstanding the place where this Agreement may be executed by any other party.

ARTICLE XXVI

INVALID PROVISIONS

In the event that any provisions of this Operating Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this agreement.

ARTICLE XXVII

COUNTERPARTS

This agreement may be executed in any number of

counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute on agreement.

IN WITNESS WHEREOF, the parties have signed this Operating Agreement the day and year first above written, to be effective.

DAVID CHAPMAN Paul Chapman

LANA CHAPMAN Lana Chapman

State of Arizona

County of Maricopa

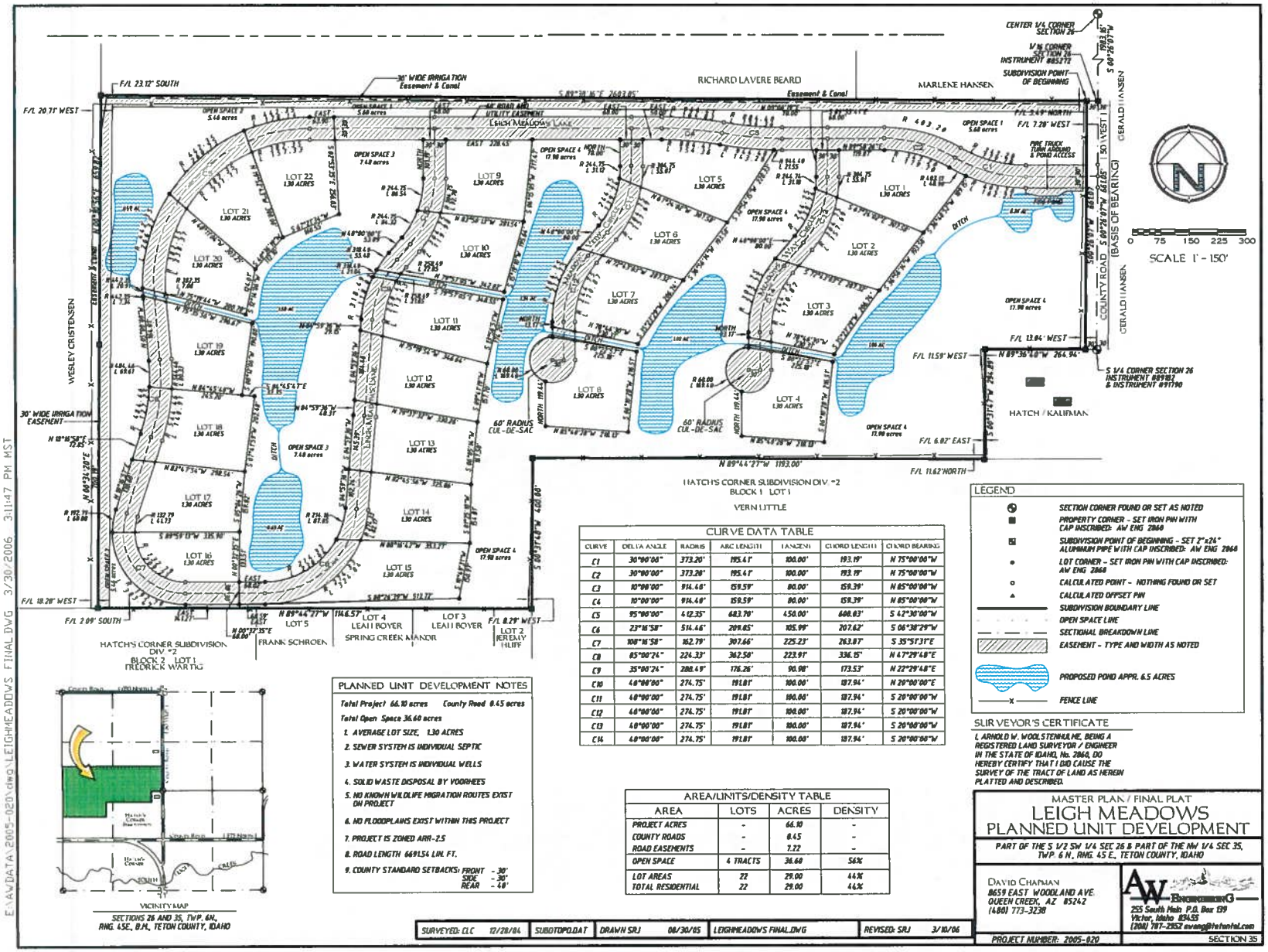
Subscribed and sworn to before me this _____

day of _____, 19 ____, by _____ and

_____ Not Necessary

WITNESS my hand and official seal,

_____
NOTARY PUBLIC



CURVE DATA TABLE						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	30°00'00"	373.20'	195.41'	100.00'	193.19'	N 75°00'00"W
C2	30°00'00"	373.20'	195.41'	100.00'	193.19'	N 75°00'00"W
C3	10°00'00"	914.68'	159.59'	80.00'	159.39'	N 85°00'00"W
C4	10°00'00"	914.68'	159.59'	80.00'	159.39'	N 85°00'00"W
C5	95°00'00"	412.35'	683.70'	450.00'	608.03'	S 42°30'00"W
C6	23°16'58"	514.46'	209.05'	105.99'	207.62'	S 06°38'29"W
C7	108°16'58"	162.79'	307.66'	225.23'	263.07'	S 35°51'31"E
C8	85°00'24"	224.33'	342.50'	223.91'	336.15'	N 47°29'48"E
C9	25°00'24"	288.49'	176.26'	90.98'	173.53'	N 22°29'48"E
C10	60°00'00"	274.75'	191.81'	100.00'	187.94'	N 20°00'00"E
C11	60°00'00"	274.75'	191.81'	100.00'	187.94'	S 20°00'00"W
C12	60°00'00"	274.75'	191.81'	100.00'	187.94'	S 20°00'00"W
C13	60°00'00"	274.75'	191.81'	100.00'	187.94'	S 20°00'00"W
C14	60°00'00"	274.75'	191.81'	100.00'	187.94'	S 20°00'00"W

LEGEND

- SECTION CORNER FOUND OR SET AS NOTED
- PROPERTY CORNER - SET IRON PIN WITH CAP INSCRIBED: AW ENG 2860
- SUBDIVISION POINT OF BEGINNING - SET 2"x24" ALUMINUM PIPE WITH CAP INSCRIBED: AW ENG 2860
- LOT CORNER - SET IRON PIN WITH CAP INSCRIBED: AW ENG 2860
- CALCULATED POINT - NOTHING FOUND OR SET
- CALCULATED OFFSET PIN
- SUBDIVISION BOUNDARY LINE
- OPEN SPACE LINE
- SECTIONAL BREAKDOWN LINE
- EASEMENT - TYPE AND WIDTH AS NOTED
- PROPOSED POND APPX. 6.5 ACRES
- FENCE LINE

PLANNED UNIT DEVELOPMENT NOTES

Total Project 66.10 acres County Road 8.45 acres

Total Open Space 36.60 acres

1. AVERAGE LOT SIZE, 1.30 ACRES
2. SEWER SYSTEM IS INDIVIDUAL SEPTIC
3. WATER SYSTEM IS INDIVIDUAL WELLS
4. SOLID WASTE DISPOSAL BY VOORHEES
5. NO KNOWN WILDLIFE MIGRATION ROUTES EXIST ON PROJECT
6. NO FLOODPLAINS EXIST WITHIN THIS PROJECT
7. PROJECT IS ZONED AAR-2.5
8. ROAD LENGTH 669154 LIN. FT.
9. COUNTY STANDARD SETBACKS: FRONT - 30' SIDE - 30' REAR - 40'

AREA/UNITS/DENSITY TABLE			
AREA	LOTS	ACRES	DENSITY
PROJECT ACRES	-	66.10	-
COUNTY ROADS	-	8.45	-
ROAD EASEMENTS	-	7.22	-
OPEN SPACE	6 TRACTS	36.60	56%
LOT AREAS	22	29.00	44%
TOTAL RESIDENTIAL	22	29.00	44%

VICINITY MAP

SECTIONS 26 AND 35, TWP. 6N., RNG. 45E., B.M., TETON COUNTY, IDAHO

SURVEYOR'S CERTIFICATE

I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, No. 2860, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THE TRACT OF LAND AS HEREIN PLATTED AND DESCRIBED.

MASTER PLAN / FINAL PLAT

LEIGH MEADOWS PLANNED UNIT DEVELOPMENT

PART OF THE S 1/2 SW 1/4 SEC 26 & PART OF THE NW 1/4 SEC 35, TWP. 6 N., RNG. 45 E., TETON COUNTY, IDAHO

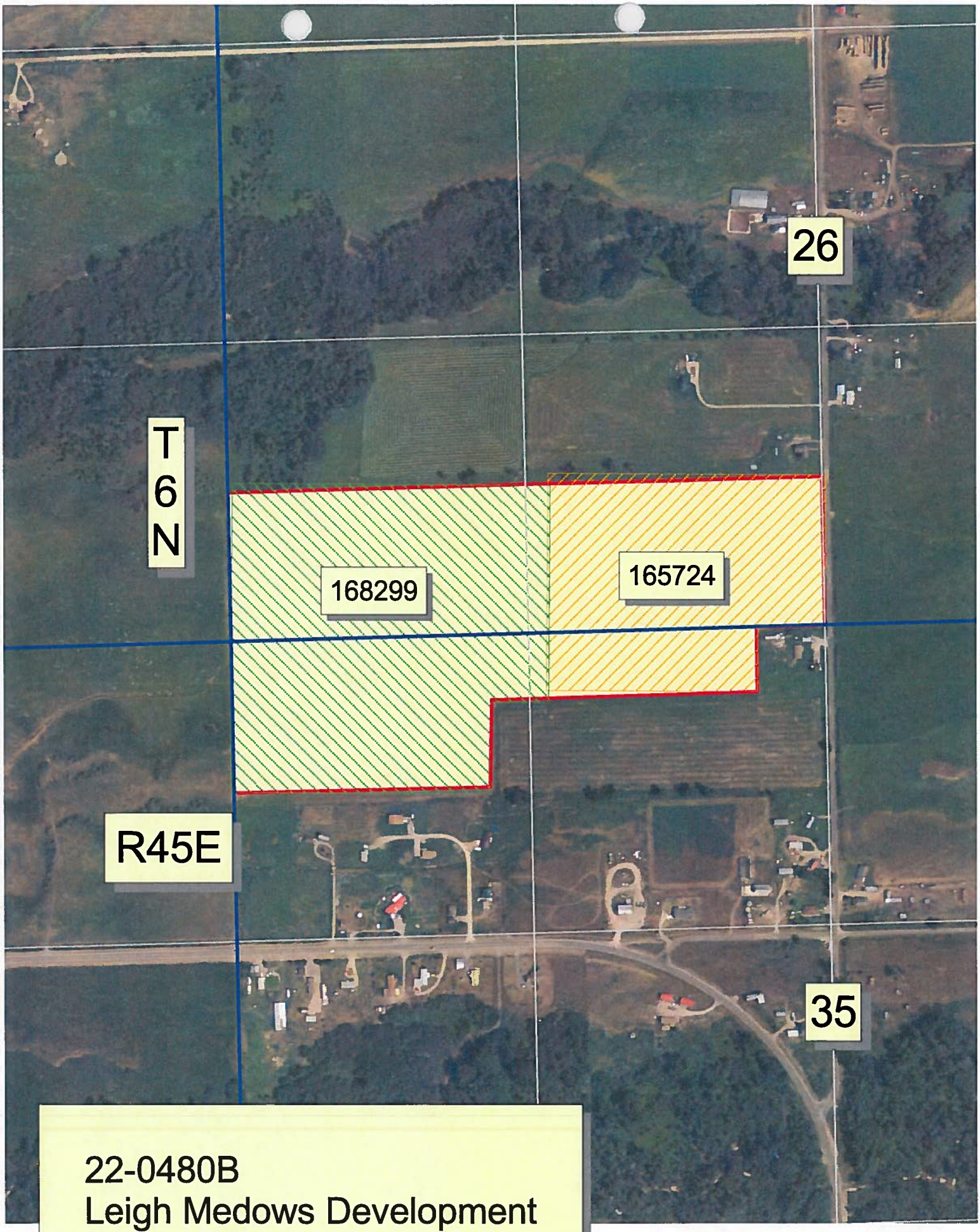
DAVID CHAPMAN
8659 EAST WOODLAND AVE.
QUEEN CREEK, AZ 85242
(480) 773-3238

AW ENGINEERING
255 South Main P.O. Box 139
Victor, Idaho 83455
(208) 787-2952 aweng@tetontel.com

SURVEYED: CLC 12/28/04	SUBDTOPO.DAT	DRAWN SRJ 08/30/05	LEIGHMEADOWS FINAL.DWG	REVISED: SRJ 3/10/06

PROJECT NUMBER: 2005-020 SECTION 35

E:\AWDATA\2005-020\dwg\LEIGHMEADOWS FINAL.DWG 3/30/2006 3:11:47 PM MST



22-0480B
Leigh Medows Development

State of Idaho

Department of Water Resources

Eastern Region

SCANNED MAR 16
PROFILED

Water Right(s):
22-480B

Point(s) of Diversion:
T06N R46E
Sec. 30 NENESE

Place of Use (parts of):
T06N R45E
Sec. 26 SWSW, SESW
Sec. 35 NWNW, NENW

Delivered through the Ricks Canal.

LEGEND

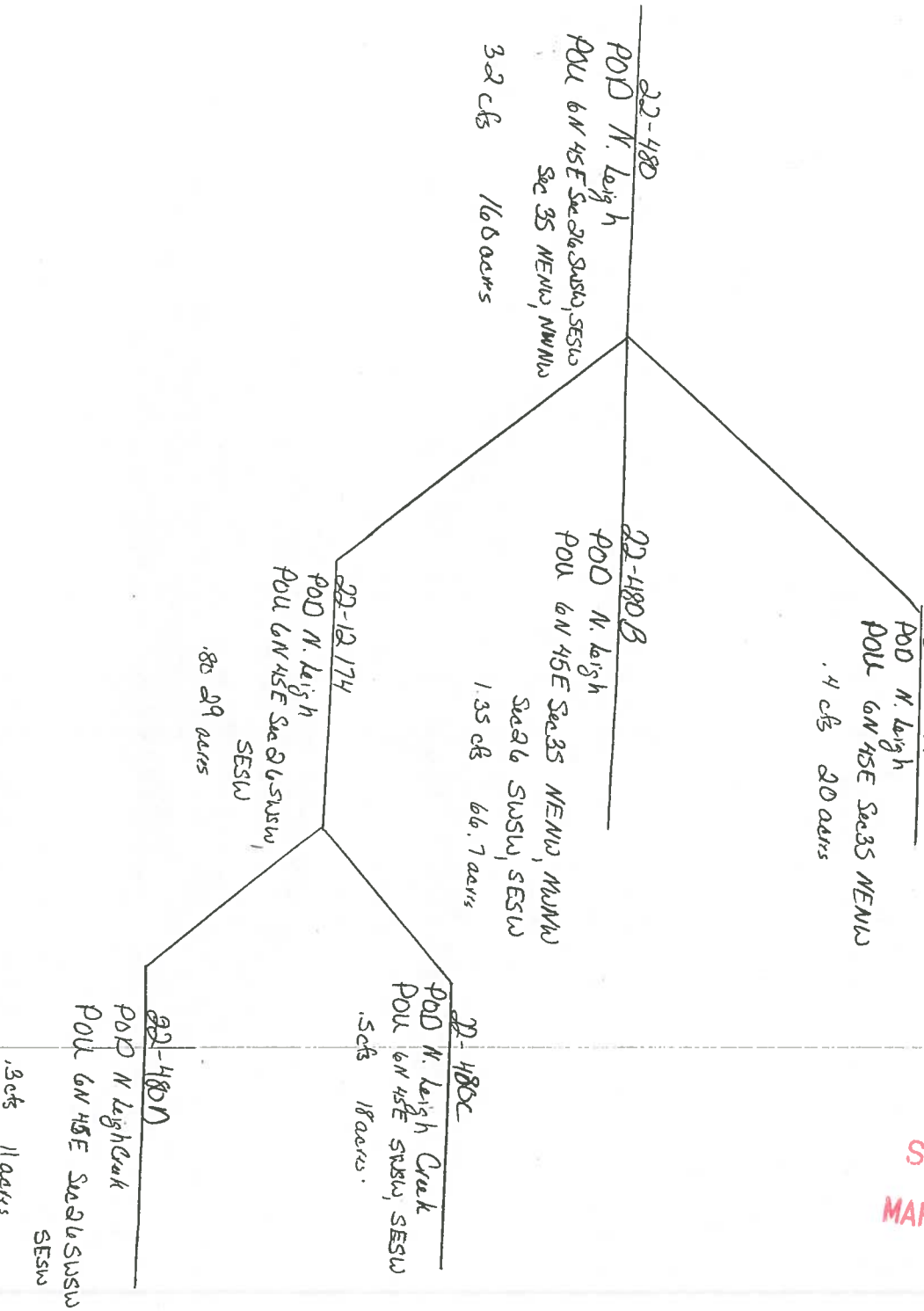
- Point of Diversion
- SESE — Place of Use
- Section
- Quarter-Quarter

N
W E
S

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: S. Porter
Date: February 2005

Water Right and SRBA Split History Analysis

Split for 22-480



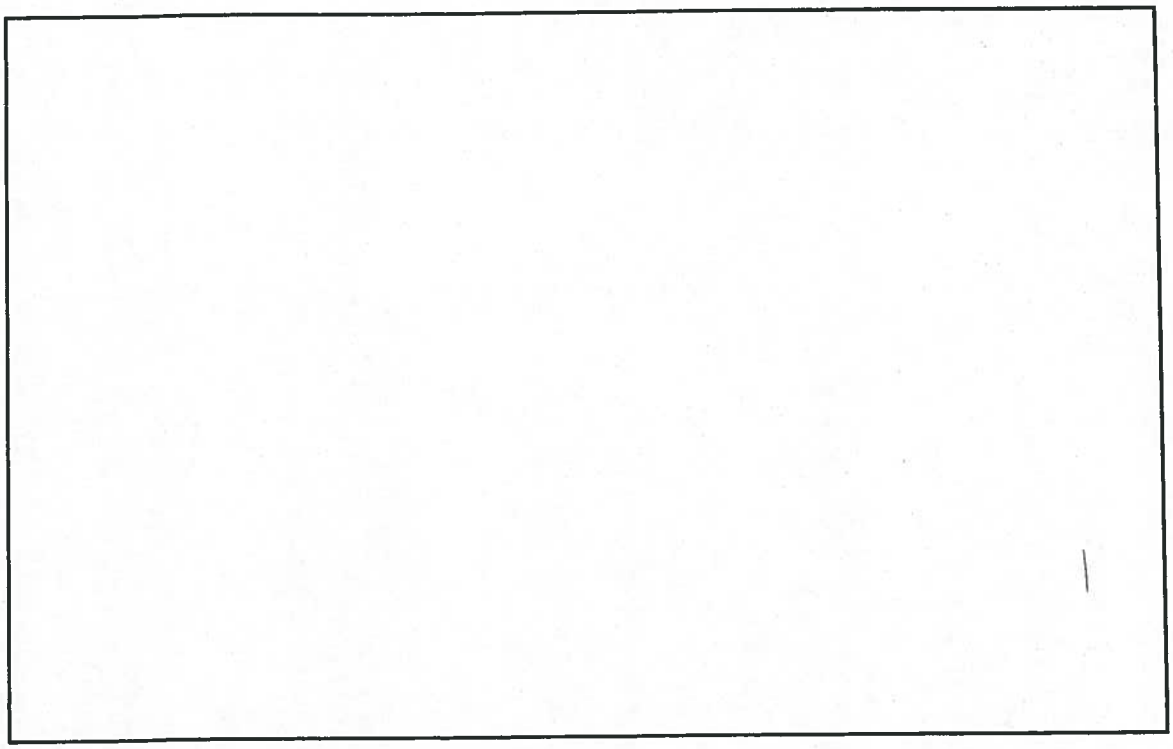
SCANNED
MAR 16 2005

Reviewer: _____ **Date:** _____

mydoc/fieldexamforms/splithistory

PROTESTED

Water Right No(s). _____



GPS DATA:

Tag # A00 12279 Location: Si Ricks N. Leigh

Diversion Data:

Source: North Leigh Trib to: Spring CK.

MOTOR

Make: _____ Model: _____ Hp: _____

SN: _____

PUMP

Make: _____ Model: _____ Disch: _____

SN: _____

NOTES:

_____

_____

_____

_____

_____

Field Exam Date: _____ Agent: _____

SCANNED
MAR 16 2005
PROFILES

IDWR Field Exam Form

02/26/2004

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point(s) of diversion and Source.

Water Right Point of Diversion: T ____, R ____, Sec. ____, ____, ____, ____, County: _____

Source: _____ Tributary to : _____

Water Right Point of Diversion: T ____, R ____, Sec. ____, ____, ____, ____, County: _____

Source: _____ Tributary to : _____

Claimed Point(s) of Diversion and Source.

	Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
①	06N	46E	30		NESE	Teton	N. Leigh	Teton River

Recommended Point(s) of Diversion and Source.

	Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
①	06N	46E	30		NESE	Teton	N. Leigh	SPRING CK.

Other rights from this POD? _____

Transfers Pending or approved: _____

Document how the POD and Source were verified:

① POD is 5i Ricks on N. Leigh Tributary TO SPRING CK.

Reviewer: _____ Date: _____

SCANNED

MAR 16 2005

PROFILED

IDWR Field Exam Form

02/26/2004

Place Of Use Data Entry Form

Claim Number: 22004808

Claimed Place Of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
06N	45E	26	SNSW		Teton		20.0	Irrigation
			SWSW		Teton			Stockwater
			SESW		Teton		20.0	Irrigation
		35	NENW		Teton		8.0	Irrigation
			NWNW		Teton		18.7	Irrigation
			NWNW		Teton			Stockwater

Total acres 66.7

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acre s	Purpose of Use
06N	45E	26	SWSW		Teton		20.0	Irrigation
			SWSW		Teton			Stockwater
			SESW		Teton		20.0	Irrigation
		35	NENW		Teton		8.0	Irrigation
			NWNW		Teton		18.7	Irrigation
			NWNW		Teton			Stockwater

Total acres 64.8

Pending or approved Transfers:

Overlapping rights:

Document how the POU was verified:

Field exam + GIS

Reviewer: Date:

PROFILED

SCANNED

MAR 16 2005

IDWR Field Exam Form

02/26/2004

Season of Use and Quantity Data Entry Form

Claim Number: 2000480B

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/15	10/15	1.33	
Stockwater	4/15	10/15	.02	

Overall Diversion Rate 1.33 Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/15	10/31	1.33	
Stockwater	4/15	10/31	.02	

Overall Diversion Rate 1.33 Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

SOU determined by IDWR established SOU's

Reviewer: _____ Date: _____

SCANNED
MAR 16 2005
PROFILE

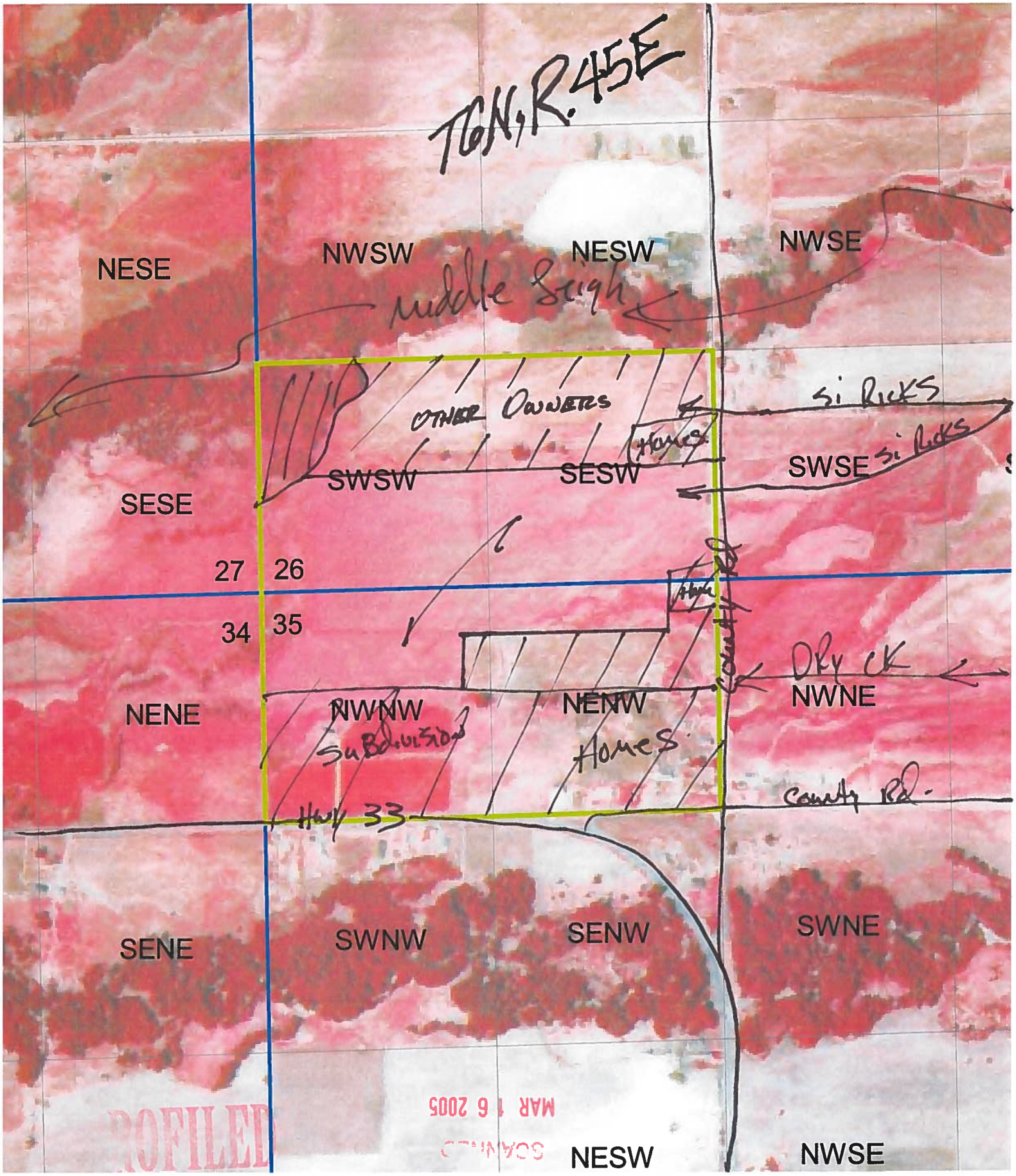
101	Waddell, Mrs. L. E.; Sept. 1, 1891; Teton Creek		200
104	Grand Teton Canal Co.; May 1, 1892; Teton Creek. (Diverted in Wyoming		6,360
105	Edlefson, Noah C.; June 1, 1892; Leigh Creek		120
105	Walton, George; June 1, 1892; Paradise Creek		100
105	Gjellrup, Carl; June 1, 1892; Darby Creek		160
105	Gilbert, Albert; June 1, 1892; Horse Shoe Creek		120
105	Ricks, Josiah; June 1, 1892; North Leigh Creek		160
105	Siddoway Irrigation & Manufacturing Co.; June 1, 1892; Teton River		384
	From July 1st of each year for the balance of the irrigation season		
105	Todd, John; June 1, 1892; Darby Creek		160
105	Todd, Henry M.; June 1, 1892; Darby Creek		200
107	Davidson, L. S.; July 26, 1892; Darby Creek		155
111	Bettis, Alice, and Joseph; May 1, 1893; Trail Creek		80
111	Bigler, Jesse E.; May 1, 1893; Moody Creek	320	
	To be reduced to 160 inches after June 20th in Each year		
112	Jones, Benjamin; June 1, 1893; Trail Creek		160
112	Thomas, Henry E.; June 1, 1893; no stream proved		140
112	Wood, Samuel L.; June 1, 1893; Mahogany Creek		60
112	Young, Eva H., widow of Eugene H. Young (deceased); June 1, 1893; Warm Creek		160
112	Gale, Joseph; June 1, 1893; South Leigh and Swamp Creek		100
112	Gordon, S. A.; June 1, 1893; South Leigh Creek		40
112	Eddington, George; June 1, 1893; Teton Creek		160
116	Stephens, N. H.; May 1, 1894; Trail Creek		160
117	Sinclair, D. R.; June 1, 1894; Trail Creek		130
117	Sinclair, D. R., Adminr. Estate of Fred Sinclair (deceased); June 1, 1894; Warm Creek		160
117	Ricks, Alfred; June 1, 1894; Moody Creek	200	15
	To be reduced to 100 inches after June 20th of each year		
117	Ricks, John; June 1, 1894; Trail Creek		100
117	Ricks, Alfred; June 1, 1894; Teton River		51
117	Hatch, Hyrum; June 1, 1894; Trail Creek		10
117	Moffat, John P.; June 1, 1894; Swamps		160
117	Gale, Joseph; June 1, 1894; South Leigh and Swamp Creek		40
117	Christensen, Niels C.; June 1, 1894; Fox Creek		80
117	Blattner, Rudolph; June 1, 1894; Darby Creek		160
117	Ellis, A. J.; June 1, 1894; Darby Creek		160
118	Eynon, L. L.; June 15, 1894; Spring Creek, a tributary of Pine Creek		160
119	Kirsley, Richard; June 30, 1894; Trail Creek		40
120	Frye, John; July 1, 1894; Trail Creek		160
128	Durney, P. S.; May 15, 1895; Little Warm Creek		20
129	Adams, E. G.; June 1, 1895; no stream proved.		60
129	Ashmead, Charles; June 1, 1895; Teton Creek		150
129	Bush, Sarah M.; June 1, 1895; Teton Creek		100
129	Caldwell, Moroni; June 1, 1895; Pack Saddle Creek		150
129	Hermann, C. M.; June 1, 1895; Teton Creek		160
129	Moffat, Mary A.; June 1, 1895; Leigh Creek		80
129	Moffat, Andrew; June 1, 1895; South Leigh Creek and Swamps		80
129	Ingram, Thomas H.; June 1, 1895; Darby Creek		20
129	Lauritzen, John; June 1, 1895; Spring Creek		160
129	Kimball, Archie R.; June 1, 1895; Trail Creek		80
			160

PROFILE
SCANNED
MAR 16 2005

129	Kay, James; June 1, 1895; Trail Creek		140
129	Parker, B. F.; June 1, 1895; Fox Creek		15
129	Nordval, C.; June 1, 1895; Darby Creek		50
131	Spencer, Charles; June 15, 1895; Trail Creek		160
131	Costello, C. A.; June 15, 1895; Pine Creek		40
131	Costello, C. A.; June 15, 1895; Spring Creek		120
132	Tonks, George M.; July 15, 1895; Trail Creek		160
138	Beard, James T.; Apr. 1, 1896; Teton River		200
138	Huskinson, William J.; Apr. 1, 1896; Teton River		20
138	Smith, Albert; Apr. 1, 1896; Trail Creek		120
138	Smith, Albert; Apr. 1, 1896; Little Warm Creek		40
140	Blair, J. J.; May 1, 1896; Spring Creek		120
142	Stahn, Emil A.; May 15, 1896; Spring Creek		130
142	Moulton, Charles; May 15, 1896; Fox Creek		100
142	Moulton, George F.; May 15, 1896; Fox Creek		100
143	Edwards, Andrew; June 1, 1896; Trail Creek		40
143	Blair, Ed. F.; June 1, 1896; Trail Creek		
143	Avery, Talitha C.; June 1, 1896; Trail Creek		
143	Allen, Charles A.; June 1, 1896; Trail Creek		160
143	Barnes, Charles W.; June 1, 1896; Trail Creek		160
143	Bush, George W.; June 1, 1896; Fox Creek		100
143	Bush, George W.; June 1, 1896; Fox Creek		40
143	Buxton, John; June 1, 1896; Mahogany Creek		160
143	Buxton, Lucy, Adminx. Estate of Joseph Buxton (deceased); June 1, 1896; Spring Creek		100
143	Crandall, Ira.; June 1, 1896; Darby Creek		100
143	Hamblin, Kate; June 1, 1896; Trail Creek		115
143	Hamblin, Joseph R.; June 1, 1896; Trail Creek		80
143	Griggith, Henry; June 1, 1896; Trail Creek		160
143	Hendrickson, Alvira E.; June 1, 1896; South Leigh Creek		
143	Hansen, Andrew C.; June 1, 1896; Teton Creek		80
143	Hanks, Harriet A.; June 1, 1896; North Leigh Creek		80
143	Robertson, A. I.; June 1, 1896; Springs on place		10
143	Moffat, John P.; June 1, 1896; Swamps		50
143	Lauritzen, John; June 1, 1896; Pine Creek		80
143	Ricks, Effie E.; June 1, 1896; Trail Creek		160
143	Rice, A. L.; June 1, 1896; Patterson Creek		160
143	Rice, A. L.; June 1, 1896; Patterson Creek		160
143	Peterson, A. L.; June 1, 1896; Darby Creek		160
143	Peterson, Chris; June 1, 1896; Trail Creek		
143	Humbull, Olive A.; June 1, 1896; Trail Creek		
143	Stone, Henry J.; June 1, 1896; Fox Creek		
143	Sherman, William D.; June 1, 1896; Trail Creek		160
143	Walton, Dania; June 1, 1896; Darby Creek		120
143	Victor Town Site; June 1, 1896; Trail Creek		320
143	Vail, J. R.; June 1, 1896; Fox Creek		160
143	Taylor, Jackson C.; June 1, 1896; South Leigh Creek		90
143	Lethom, John; June 1, 1896; North Leigh Creek		155
143	Murphy, Thomas E.; June 1, 1896; Darby Creek		160
143	Larson, Peter; June 1, 1896; Darby Creek		160
143	Larsen, K. M.; June 1, 1896; Darby Creek		40
143	Larsen, A. C.; June 1, 1896; Darby Creek		20
143	Kimball, R. C., and A. L.; June 1, 1896; Fox Creek		80
143	Johnson, W. R.; June 1, 1896; Trail Creek		96
143	Penfold, Farley; June 1, 1896; Fox Creek		20
143	Paseor, F.; June 1, 1896; Darby Creek		160
144	Pascoe, W. R.; June 15, 1896; Darby Creek		160
145	Larson, Andrew; July 1, 1896; Lauritzen Spring		40
145	Frye, John; July 1, 1896; Trail Creek		140
147	Eames, John S.; July 15, 1896; Teton River		35

22-480B

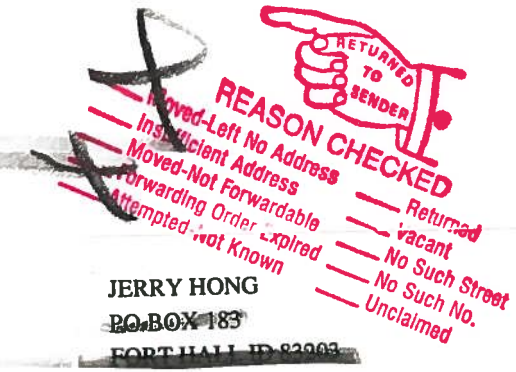
10-18-04



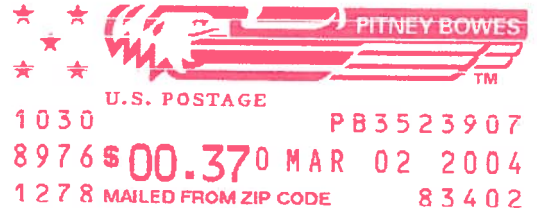
MAR 16 2005

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern District Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

RETURN SERVICE REQUESTED



JERRY HONG
~~PO BOX 183~~
~~FORT HALL ID 83203~~



~~22-480~~
22-480B

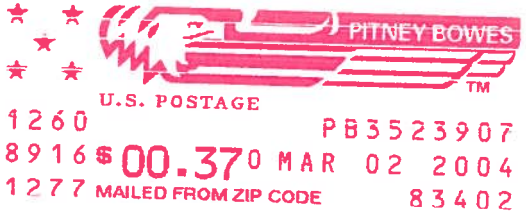
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern District Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

RETURN SERVICE REQUESTED

~~22-480B~~
22-480

PETER LIPOVAC

JOHN B PARKER
~~PO BOX 183~~
~~FORT HALL ID 83203~~



State of Idaho
DEPARTMENT OF WATER RESOURCES
150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

John B. Parker
Peter Lipovac
Jerry Hong
P.O. Box 183
Fort Hall, ID 83203

RE: Renumbered Notice of Claim A22-00480B

Gentlemen:

The number assigned to the Notice of Claim you filed on Oct. 7, 1988 had already been used. Consequently, to resolve the problem of having duplicate water right numbers, we have renumbered your Notice of Claim from A22-00480A to A22-00480B.

The enclosed Notices reflect the new water right number. The Notice stamped "copy" is for your records. The other Notice must be returned to this office bearing a notarized signature. After we have received the Notice, receipt no. E002997 will be modified to show the number change.

Since finalizing this process is dependent on the Notice of Claim A22-00480B being returned, your prompt attention to this matter would be appreciated. Naturally feel free to call this office should you have questions concerning this action.

Respectfully submitted,

Ernest Carlsen
Adjudication Supervisor

EC:lk
Enclosure

SCANNED
MAR 16 2005

PROFILED

MICROFILMED
NOV 05 1992

E002997

10/07/88
13:31:31

PARKER, JOHN B

ADJUDICATION FEE	0410162 9337 6490	$117.00
		$117.00

CHECK 869

WR NO: A22-00480B

Idaho Department of Water Resources

Region: EASTERN

Signature: Ernest Carlson
28 Aug '89

Number changed from A22-00480A

ROFILED

SCANNED
MAR 16 2005

MICROFILMED
NOV 05 1992

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: A22-00480B
Date Received: 10/07/1988
Receipt No: E002997
Received By:

RECEIVED
AUG 2 1 1989
Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: JOHN B. PARKER 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203
   AND/OR
   Name: PETER LIPOVAC 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203
   AND/OR
   Name: JERRY HONG 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203

A2200480B

2. Date of Priority: JUN 01, 1892

3. Source: NORTH LEIGH CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06N	46E	30	NE SE		TETON

5. Description of diverting works:
   4' HIGH CHECK DAM WITH HEADGATE TO DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	1.330		
STOCKWATER	04/15	10/15	0.020		

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

8. Total consumptive use is 133.4 Acre Feet Per Annum.

9. Non-irrigation uses:
   STOCKWATER - 10 CATTLE.

SCANNED
MAR 16 2005
MICROFILMED
NOV 05
PROFILED

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
06N	45E	26	SW	SW		IRR	20.0
			SW	SW		STOCK	
			SE	SW		IRR	20.0
					Section Acres		40.0
		35	NE	NW		IRR	8.0
			NW	NW		IRR	18.7
			NW	NW		STOCK	
					Section Acres		26.7
					Total Acres		66.7

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:
NONE.

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court : SIXTH
Decree date:

REXBURG IRRIGATION CO.
Decree Plaintiff

vs

TETON IRRIGATION CANAL CO.
Decree Defendant

PROFILED
SCANNED
MAR 16 2005
MICROFILMED
NOV 05 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

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): John B. Paulsen Date: 8-25-89

_____ Date: _____

State of Idaho)
) SS.
County of Bingham)

Subscribed and sworn (or affirmed) before me this 25th day of May 19 89

Judith L. Burns
Notary Public

Seal

Residing at Fort Hall, Idaho

My Commission Expires 11-17-94

ROFILED
SCANNED
MAR 16 2005
MICROFILMED
NOV 05 1992

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

Renumbered A22-00480B
Ident. Number: ~~A22-00480A~~
Date Received: 9/23/1988
Receipt No: E002997
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN B. PARKER 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203
   AND/OR
   Name: PETER LIPOVAC 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203
   AND/OR
   Name: JERRY HONG 208-785-0592
   Address: BOX 183
   FORT HALL, ID 83203

2. Date of Priority: JUN 01, 1892

3. Source: NORTH LEIGH CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06N	~~26~~ 46E	30	NE SE		TETON

5. Description of diverting works:
   4' HIGH CHECK DAM WITH HEADGATE TO DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	1.330		
STOCKWATER	04/15	10/15	0.020		

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

8. Total consumptive use is 133.4 Acre Feet Per Annum.

9. Non-irrigation uses:
   STOCKWATER - 10 CATTLE.

RECEIVED
SEP 30 1988
Department of Water Resources
PROOF
SCANNED
MAR 16 2005
MICROFILMED
NOV 05 1996

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
06N	45E	26	SW	SW		IRR	20.0
			SW	SW		STOCK	
			SE	SW		IRR	20.0
					Section Acres		40.0
		35	NE	NW		IRR	8.0
			NW	NW		IRR	18.7
			NW	NW		STOCK	
					Section Acres		26.7
					Total Acres		66.7

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:
NONE.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

PROOF
SCANNED
MAR 16 2005
MICROFILMED
NOV 05 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: 4

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): Jack B. Parker Date: 9-26-88

_____ Date: _____

State of Idaho)
) SS.
County of Bingham)

Subscribed and sworn (or affirmed) before me this 26 day of September 1988

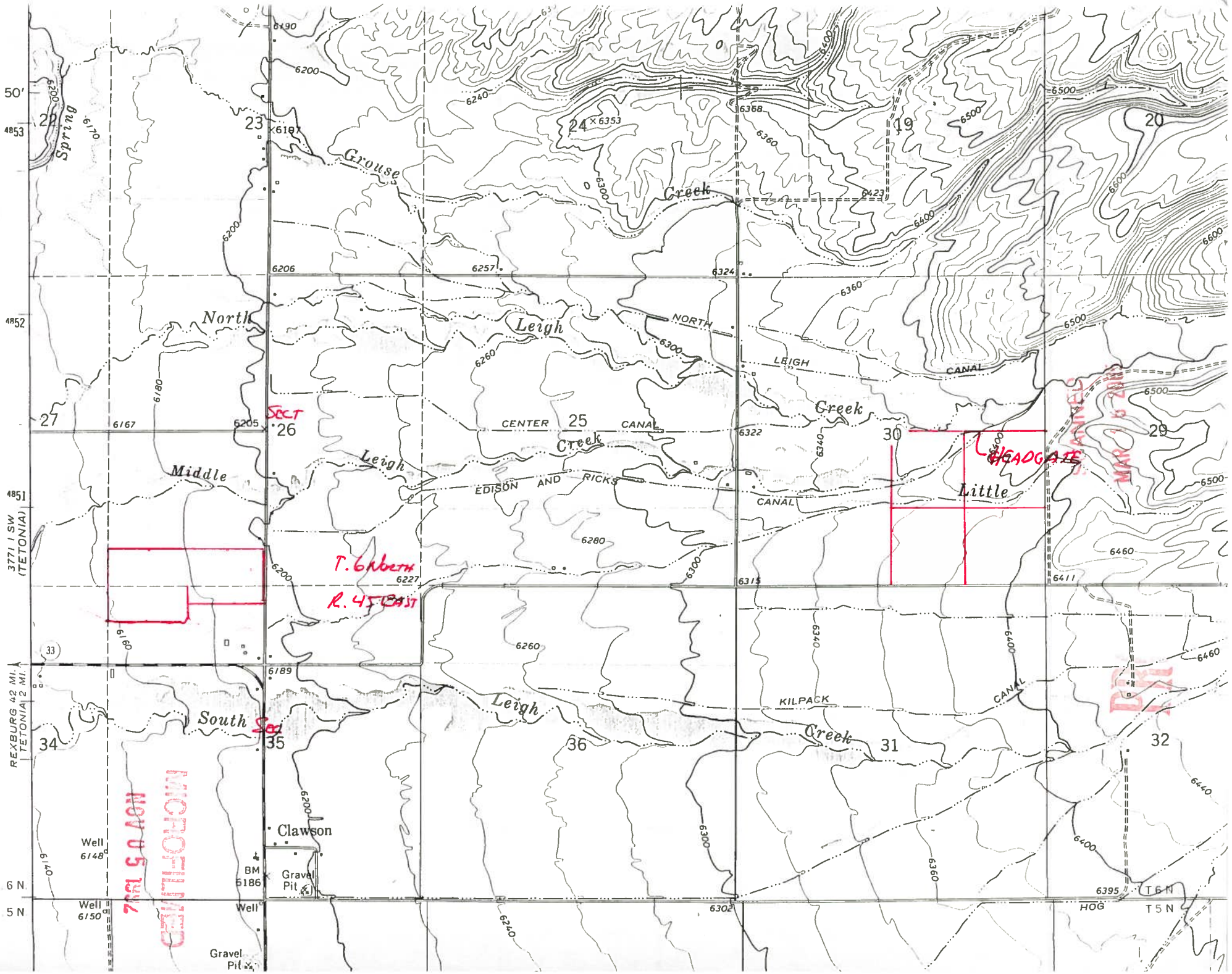
Judith S. Burns
Notary Public

Seal

Residing at Fort Hall, Idaho

My Commission Expires 11-15-88

SCANNED MAR 16 2005
MICROFILMED NOV 05 1992



CLAIM # A22-004804