

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 37-363B
Date Received: 11/9/1988
Receipt No: C003264
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

GLENDAL FARM LLC Phone: (208) 788-4410
PO BOX 537
HAILEY ID 83333

2. Date of Priority: 04/12/1883

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	18E	12	SW NW	BLAINE	

5. Description of diverting works:

BANNON #49 HEADGATE, DITCH, FLOOD IRRIGATION AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	2.03	

7. Total Quantity Appropriated is:
2.03 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	18E	10	NE	SE	IRRIGATION	15
			SW	SE	IRRIGATION	15
			SE	SE	IRRIGATION	40
			Section Acres			
01N	18E	11	NW	SW	IRRIGATION	20
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	40
			Section Acres			
01N	18E	14	NW	NE	IRRIGATION	7
			SW	NE	IRRIGATION	20
			NE	NW	IRRIGATION	35
			NW	NW	IRRIGATION	40
			SW	NW	IRRIGATION	30
			SE	NW	IRRIGATION	35
Section Acres					167	
01N	18E	15	NE	NE	IRRIGATION	40
			SE	NE	IRRIGATION	15
Section Acres					55	
Total Acres					392	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

SOIL BELOW DITCH IS EXTREMELY POURIOUS - GRAVELLY, SANDY LOAM - LITTLE WOOD RIVER SERIES
 | | | ***** MEMO TO FILE ***** TRANSFER
 1740 P/D GIVEN AS NESW SEC 12 IN TRANSFER. PRESENT P/D FROM WATERMASTER. RT. IS FOR
 2.03 CFS (2.16 CFS - 6% CONVEYANCE LOSS) TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO
 ACREAGE DIVISON GIVEN.

15. Basis of Claim: Decreed

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

RECEIVED
FEB 11 2000
Department of Water Resources
Southern Region

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

1. Water Right Number(s) _____
Adjudication Claim Number(s) A37-00363BA37-00029, A37-00364B, A37-00040, A37-00041 and A37-00042
 2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE, POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Services Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Glendale Farm Partnership
Owner/Claimants c/o Dennis Lallman, Lallman & Feltman, PO Box 989, Ketchum, ID 83340
 4. New Owner/Claimant(s) Glendale Farm, LLC
Name connector (check one): [] AND, [] OR, [X] AND/OR
New Mailing Address PO Box 537
City, State and ZIP Code Hailey, ID 83333
New Telephone Number (208) 788-4410
 5. Date you acquired the property 1-21-00
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water rights(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
Glendale Farm, LLC
 7. Signature of New By: Peter Van Der Meulen Date 1/31/00
Owner/Claimant(s) Peter Van Der Meulen, Member
- (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Order No. 26545

WARRANTY DEED

FOR VALUE RECEIVED

GLENDALE FARM PARTNERSHIP, a General Partnership

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

GLENDALE FARM, LLC, an Idaho limited liability company

GRANTEE(s) whose address is: P.O. Box 537, Hailey, ID 83333

the following described real property in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

STATE OF IDAHO }
COUNTY OF BLAINE } ss 435798
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF
AT 11:48 O'CLOCK A.M. 1-21-00
MARSHA HIEMANN
EX-OFFICIO RECORDER
BY [Signature]
FEES \$ 9.00
DEPUTY
1000

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 20, 2000

GLENDALE FARM PARTNERSHIP

BY: RDM VENTURE, A GENERAL PARTNERSHIP

BY: DENNIS LALLMAN, GENERAL PARTNER

State of Idaho

County of Blaine

On this 20th day of January, in the year 2000, before me, the undersigned, personally appeared DENNIS LALLMAN, known or identified to me to be the General Partner of RDM Venture, a General Partnership, general partner of GLENDALE FARM PARTNERSHIP that executed the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

WITNESS my hand and official seal.

Notary Public

Commission Expires: 12/01/2000

J:\notary\trm\lwp

Order No. 26545
LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL I:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 10: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

SECTION 11: Lot 2. S $\frac{1}{2}$ SW $\frac{1}{4}$.

SECTION 15: NE $\frac{1}{4}$ NE $\frac{1}{4}$, the East 10 acres of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, a portion of the East 20 acres of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

More particularly described as follows:

BEGINNING at the brass cap marking the Northeast corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, also said point being the REAL POINT OF BEGINNING; thence
N. 89°16'54" W., 1,308.90 feet along the Northerly boundary of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10; thence
N. 00°17'47" W., 1,325.41 feet along the Easterly boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10; thence
N. 88°54'21" W., 1,309.33 feet along the Northerly boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10; thence
N. 89°40'02" W., 2,642.43 feet along the Northerly boundary of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10; thence
S. 00°02'42" E., 1,316.13 feet along the Westerly boundary of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the Section 10 to a brass cap marking the Northwest corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10; thence
S. 03°26'56" E., 1,327.17 feet along the Westerly boundary of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10; thence
S. 89°16'29" E., 2,575.95 feet along the Southerly boundary of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10; thence
S. 89°27'47" E., 653.52 feet along the Southerly boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10; thence
S. 00°16'04" E., 1,322.10 feet along the Westerly boundary of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10; thence
S. 89°38'42" E., 323.48 feet along the Southerly boundary of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15; thence
S. 00°13'40" W., 1,320.69 feet along the Westerly boundary of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Southwest corner of the East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15; thence
S. 89°33'55" E., 983.35 feet along the Southerly boundary of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Northwest corner of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15; thence
S. 00°03'30" W., 547.08 feet along the Westerly boundary of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin; thence

CONTINUED

Order No. 26545
LEGAL DESCRIPTION

PARCEL I - CONTINUED;

S. 71°27'35" E., 894.77 feet to an iron pin on the Easterly boundary of the said East 20 acres of the SE¼ of the NE¼ of Section 15; thence
N. 00°10'16" W., 2,086.01 feet to a brass cap marking the Northwest corner of Section 14; thence
N. 89°47'53" E., 2,655.21 feet to a brass cap marking the Southeast corner of the SE¼ of the SW¼ of Section 11; thence
N. 00°29'45" W., 1,321.43 feet along the Easterly boundary of the SE¼ of the SW¼ of Section 11 to a brass cap marking the Northeast corner of the SE¼ of the SW¼ of Section 11; thence
S. 89°50'59" W., 1,323.47 feet along the Northerly boundary of the SE¼ of the SW¼ of Section 11 to an iron pin marking the Southeast corner of the said Lot 2 of Section 11; thence
N. 00°21'12" W., 568.06 feet along the Easterly boundary of the said Lot 2 of Section 11 to an iron pin on the Southerly boundary of the Lark Lode, Mineral Survey No. 793, lying in the N¼ of the SW¼ of Section 11; thence
N. 82°28'00" W., 393.83 feet along the said Southerly boundary of the Lark Lode to an iron pin marking the Southwesterly corner of the said Lark Lode; thence
N. 07°32'00" E., 600.00 feet along the Westerly boundary of the said Lark Lode to an iron pin marking the Northwestern corner of the said Lark Lode, said point bears S. 84°28'00" E., 1,015.00 feet (formerly described as S. 77°46' E., 1,072 feet) from the said Northeast corner of the SE¼ of Section 10; thence
S. 82°28'00" E., 310.71 feet along the Northerly boundary of the said Lark Lode to an iron pin marking said Easterly boundary of Lot 2 of Section 11; thence
N. 00°21'12" W., 140.90 feet along the said Easterly boundary of Lot 2 of Section 11, to an iron pin marking the Northeast corner of the said Lot 2 of Section 11; thence
S. 89°54'02" W., 1,317.44 feet along the Northerly boundary of the said Lot 2 of Section 11 to the POINT OF BEGINNING.

PARCEL II:

Lots 1 and 2, Block 1 of a REPLAT OF LOT 2A OF THE REPLAT OF LOT 2, BLOCK 1, COSTOFF SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 327118, records of Blaine County, Idaho.

AND

New Lot 1 of REPLAT OF LOT 3 OF REPLAT OF LOT 2A OF REPLAT OF LOT 2 AND LOT 2B OF THE REPLAT OF LOT 2, ALL IN BLOCK 1 COSTOFF SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 341229, records of Blaine County, Idaho.

TOGETHER WITH THE all mineral rights, ditch rights and water rights appurtenant thereto, including but not limited to the following described water rights:
STATE WATER RIGHT NO.

PRIORITY DATE

INCHES

37-0363-
37-0029-
37-0364-
37-0041-
37-0040-
37-0042-

4/12/1883
06/01/1883
05/01/1887
06/01/1887
06/01/1891
06/01/1887

81.50 1.63
94.00 1.88
56.43 1.13
60.00 1.2
15.00 .3
130.00 2.6

When recorded, return to:

Blaine County Title Associates
P.O. Box 3176
Ketchum, ID 83340

DECREE BOOK ✓
PRIORITY BOOK ✓
DATABASE ✓ 424
ADDRESS LIST ✓ #127 Lotus ✓
ROLEDEX ✓
WTRUSR ✓
WTRUSRAV ✓

Of Blaine

E

DEED OF TRUST

1993 MAR -3 P 4: 16

350515

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

FAST GREEN, CLERK
FEES \$ 6.00 mp

mtge

THIS DEED OF TRUST, made this 3rd day of March, 19 93
Between

MICHEL C. HURLESS AND SHELLEY D. HURLESS, HUSBAND AND WIFE,
(Debtor) herein called GRANTOR

whose address is P.O. Box 1068 Hailey, ID 83333

Blaine County Title Associates, herein called TRUSTEE, and
PETER D. VANDERMUELEN, A MARRIED MAN AS HIS SOLE AND
Party) SEPARATE PROPERTY herein called BENEFICIARY (Secured

whose address is:

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in the County of Blaine State of Idaho,
described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty
acres:

New Lot 2 of REPLAT OF LOT 3 OF LOT 2A OF REPLAT OF LOT 2 and LOT 2B OF THE REPLAT.
OF LOT 2, ALL IN BLOCK 1, COSTOFF SUBDIVISION, according to the official plat
recorded May 28, 1992, as Instrument No. 341229, records of Blaine County, Idaho.

all water rights Hurless

TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way,
easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection
with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems,
equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed
to be fixtures and a part of the realty and a portion of the of the security for the indebtedness herein mentioned.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter
given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. All property as defined herein is
collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and
other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of

EIGHTY SIX THOUSAND TWENTY FIVE AND 00/100----- DOLLARS (\$ 86,025.00) final payment being due, April 1,
19 93, and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to
secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications
hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here
shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is
the express intention of the parties that it shall stand as continuing security until paid for all such advances together with
interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and no others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days notice of such threat shall discharge the same. In addition to the payments provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises, in trust for Grantor's payment of such items when due.
2. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.
3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
5. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.
6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereto, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.
7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trust, without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. The Beneficiary or Trustee is authorized to enter upon the premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee, or both of them as herein provided.
8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

B. IT IS MUTUALLY AGREED THAT:

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligations herein provided. This Deed of Trust shall be considered to be a Financing Statement.
 2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief therefor, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.
 3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.
 4. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.
 5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.
 6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.
 7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the of a court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.
 8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.
 9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.
 10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female or neuter.
 11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.
 12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
 13. This Deed of Trust shall be construed by the laws of the State of Idaho.
 14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.
- IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, limited partnership, corporation, trustee or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

MICHEL C. HURLESS

SHELLEY D. HURLESS

STATE OF IDAHO, County of Blaine :ss

On this 3rd day of March, 1993,
before me, a notary public, in and for said State personally
appeared:

Michel C. Hurless and Shelley D. Hurless
known or identified to me to be the same person whose
names are subscribed to the within instrument, and such
persons acknowledged to me that they executed the same.

Notary Public

Commission Expires: 12-31-94

Residing at: Ketchum, ID

STATE OF IDAHO, County of _____ : ss

On this _____ day of _____, 19____,
before me, a notary public, personally appeared _____ and _____

known or identified to me to be the _____ President
and _____ Secretary, respectively, of the corporation that
executed the instrument in behalf of said corporation, and
acknowledged to me that such corporation executed the
same.

Notary Public

Commission Expires:

Residing at:

REQUEST FOR RECONVEYANCE

B. IT IS MUTUALLY AGREED THAT:

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligations herein provided. This Deed of Trust shall be considered to be a Financing Statement.
 2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief therefor, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.
 3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.
 4. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.
 5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.
 6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or loans held for tenants. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.
 7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the of a court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.
 8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.
 9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.
 10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female or neuter.
 11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.
 12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
 13. This Deed of Trust shall be construed by the laws of the State of Idaho.
 14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.
- IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, limited partnership, corporation, trustee or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

MICHEL C. HURLESS

SHELLEY D. HURLESS

STATE OF IDAHO, County of Blaine :ss

On this 3rd day of March, 1993, before me, a notary public, in and for said State personally appeared:

Michel C. Hurless and Shelley D. Hurless known or identified to me to be the same person whose names are subscribed to the within instrument, and such persons acknowledged to me that they executed the same.

Marrion C. Meyer
Notary Public
Commission Expires: 12-3-94
Residing at: Ketchum, ID

STATE OF IDAHO, County of _____ : ss

On this _____ day of _____, 19____, before me, a notary public, personally appeared _____ and _____

known or identified to me to be the _____ President and _____ Secretary, respectively, of the corporation that executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public
Commission Expires: _____
Residing at: _____

REQUEST FOR RECONVEYANCE

(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

_____, Idaho, _____, 19____

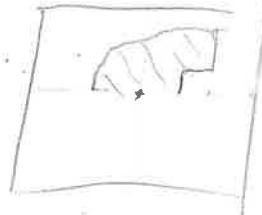
To: _____ : Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

The undersigned hereby certifies that _____
the owner and holder _____ of the debt
mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____ Telephone No. _____

WARRANTY DEED



6-87
water goes in
110" to 120"

For Value Received Ila I. Cloughton, individually and as Personal Representative of the Estate of Thomas W. Cloughton, deceased, does hereby Grant, Bargain, Sell and Convey unto Richard C. Costoff, a single man, whose address is 4129 Valli-Hi, Eagle, Idaho, 83616, the following described premises in Blaine County, Idaho, to-wit:

A parcel of land in Section 14, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at the Center $\frac{1}{4}$ corner of said Section 14, which point is the REAL POINT OF BEGINNING:

Thence South $89^{\circ}26'05''$ West 1322.62 feet;
Thence North $3^{\circ}16'48''$ West 639.84 feet to an iron pin;
Thence North $1^{\circ}00'00''$ West 765.00 feet to an iron pin;
Thence North $34^{\circ}00'00''$ East 250.00 feet to an iron pin;
Thence North $65^{\circ}20'00''$ East 650.00 feet to an iron pin;
Thence North $67^{\circ}00'00''$ East 690.00 feet to an iron pin;
Thence North $82^{\circ}15'00''$ East 400.00 feet to an iron pin;
Thence North $86^{\circ}30'00''$ East 445.00 feet to an iron pin;
Thence North $14^{\circ}35'00''$ West 70.00 feet to an iron pin;
Thence North $88^{\circ}00'00''$ East 120.00 feet to an iron pin;
Thence South $21^{\circ}30'00''$ East 375.00 feet to an iron pin;
Thence North $66^{\circ}30'00''$ East 186.97 feet to an iron pin;
Thence South $0^{\circ}21'40''$ West 2015.33 feet.

Thence South $89^{\circ}26'05''$ West 1311.47 feet to the point of beginning, containing 122.94 acres, more or less, and excepting therefrom all of the Glendale Road lying within said parcel, and also excepting the following described ten acres:

Commencing at an iron pin marking the intersection of the Westerly Boundary of said Glendale Road with the Southerly Boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, Township 1 North, Range 18 East, Boise Meridian, which point is also the REAL POINT OF BEGINNING;

Thence South $89^{\circ}26'05''$ West 660.00 feet along the South Boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

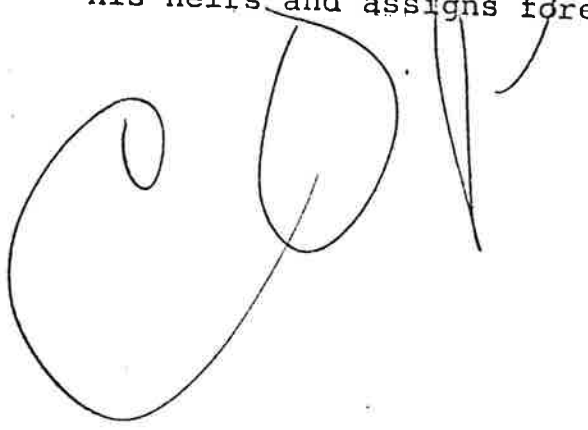
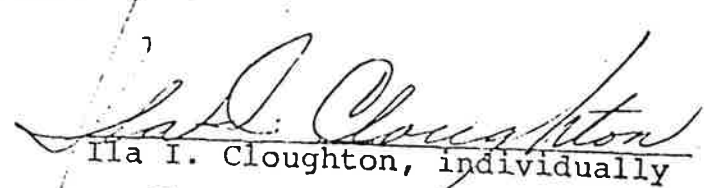
Thence North 0°00'05" East 660.00 feet;
Thence North 89°26'05" East 660.00 feet to said Westerly
Boundary of the Glendale Road;

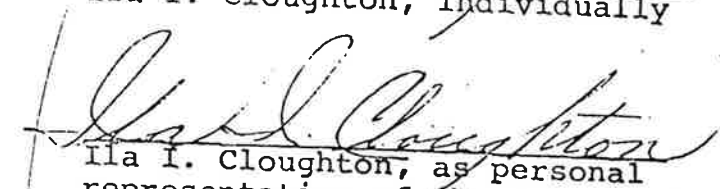
Thence South 0°00'05" West 660.00 feet along said
Westerly Boundary of the Glendale Road to the point of
beginning of said ten acres tract.

Together with the following water rights:

PRIORITY DATE	INCHES OF WATER
4-12-83	108 ✓
6- 1-83	100 ✓
6-87	120
6- 1-91	172

TO HAVE AND TO HOLD the said premises, with their
appurtenances unto the said Grantee and to the Grantee's,
his heirs and assigns forever.

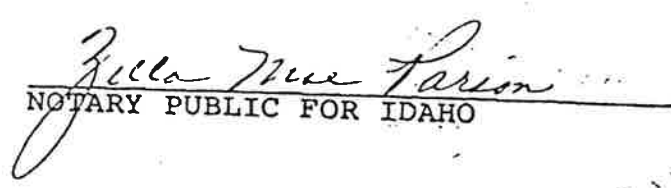


Ila I. Cloughton, individually


Ila I. Cloughton, as personal
representative of the estate of
Thomas W. Cloughton, deceased.

STATE OF IDAHO)
County of Blaine) ss.

On this 9th day of May, in the year
1977, before me, a Notary Public in and for said State,
personally appeared Ila I. Cloughton, known to me to be
the person whose name is subscribed to the within instrument,
and acknowledged to me that she executed the same.

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


NOTARY PUBLIC FOR IDAHO

STATE OF IDAHO)
County of Blaine) ss.

On this 24 day of May, in the year 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ila I. Cloughton, known to me to be the person whose name is subscribed to the within instrument as Personal Representative, and acknowledged to me that she executed the same as such Personal Representative.

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

Zella Mae Larson
NOTARY PUBLIC FOR IDAHO

Order No. 17986

WARRANTY DEED

FOR VALUE RECEIVED

Charles P. Wolff and Barry J. Luboviski, as Co-Trustees pursuant to that certain stipulated Judgement recorded November 20, 1991, as Instrument No. 335564.

GRANTOR (s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Peter D. Vandermeulen, a married man, as his sole and separate property

GRANTEE (s) whose address is: P.O. Box 1088, Halley, ID 83333

the following described real property in Blaine County, Idaho, to wit:

Lot 2-B of REPLAT OF LOT 2, BLOCK 1 COSTOFF SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 278236, records of Blaine County, Idaho.

Conveying without warranty, the following water right:

Twenty inches (20") of State Water Right No. 97-0383 with a priority date of April 12, 1883.

Subject To: Taxes, easements, restrictions and encumbrances of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 15, 1992

Charles P. Wolff Trustee
Charles P. Wolff, Trustee

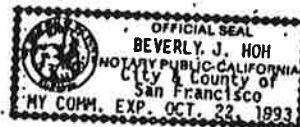
Barry J. Luboviski Trustee
Barry J. Luboviski, Trustee

State of California

County of San Francisco

On this February 18, 1992, before me, a notary public in and for said State, personally appeared Charles P. Wolff known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Co-Trustee pursuant to that Certain stipulated Judgement recorded November 20, 1991 as Instrument No. 335564 and acknowledged to me that he/she executed the same as trustee.

Beverly J. Hoh
Notary Public
Residing at Oakland, CA
Commission Expires: October 22, 1993

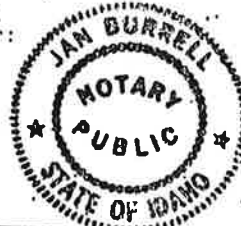


State of Idaho

County of Blaine

On this February 19, 1992, before me, a notary public in and for said State, personally appeared Barry J. Luboviski known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Co-Trustee pursuant to that Certain stipulated Judgement recorded November 20, 1991 as Instrument No. 335564 and acknowledged to me that he/she executed the same as trustee.

Jan L. Burrell
Notary Public
Residing at Halley
Commission Expires: 2-18-92



Witness my hand and seal

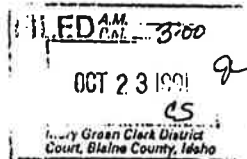
Jamie O. Harris
Charles P. Wolff
EVANS, LATHAM, HARRIS & CAMPISI
One Post Street, Suite 600
San Francisco, CA 94104
Telephone: (415) 421-0288

Dale G. Higer
Stephen A. Bradbury
EBERLE, BERLIN, KADING, TURNBOW & GILLESPIE
300 North Sixth Street
Post Office Box 1368
Boise, Idaho 83701
Telephone: (208) 344-8535

Attorneys for Duncan Greenland

Leibsonski, Wypke
OCT 23 1991 335564

1800 CLERK MP *Judgement*



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

DUNCAN GREENLAND,
Plaintiff,

vs.

WILHELMUS TOUW, et al.,
Defendants.

And Related Cross-Actions.

No. 15053

STIPULATED JUDGMENT

STIPULATED JUDGMENT

Plaintiff Duncan Greenland ("Greenland"), defendants The
Lambert Fund, Inc., Henry W. Poett, III, and Daniel B. Murray
(hereinafter collectively "the Lambert parties"), defendant
William C. Norris (hereinafter "Norris"), and defendant Martin E.

Knestrick ("Knestrick") have entered into a Settlement Agreement and Release ("the Agreement") in connection with the above-captioned action. The above-captioned action and this Agreement both concern title to certain real property described as:

Lot 2-B, Replat of Lot 2, Block 1 COSTOFF SUBDIVISION, according to the official plat thereof, recorded October 30, 1986, as Instrument No. 278236, records of Blaine County, Idaho

and hereinafter referred to as the Holland Ranch Property.

Pursuant to the Agreement, the settling parties hereby stipulate and agree to the entry of judgment as follows:

1. All prior mortgages, liens, deeds of trust, or other encumbrances in favor of the parties to this Stipulated Judgment recorded against the Holland Ranch Property are hereby extinguished and expunged. In particular, the mortgage in favor of The Lambert Fund, Inc., Daniel B. Murray, and Henry W. Poett, III, to secure an indebtedness of \$300,000, recorded on September 2, 1988, as Instrument No. 297926, records of Blaine County, Idaho, is hereby extinguished and expunged. The Lambert parties shall immediately execute, acknowledge, and record a full release and reconveyance of said mortgage.

2. Charles P. Wolff and Barry J. Luboviski, counsel for Greenland and the Lambert parties, respectively, are hereby appointed as co-trustees ("the Co-trustees") for the purpose of taking title to the Holland Ranch Property as officers of the Court and attempting to sell that property for the benefit of Greenland and the Lambert parties.

3. Upon recordation of this Stipulated Judgement, title to the Holland Ranch Property shall vest in the name of Charles P. Wolff and Barry J. Luboviski as Co-trustees pursuant to this stipulated Judgment and as officers of the Court. Any and all rights of ownership of the Holland Ranch Partnership, or any partners thereof, shall be thereby extinguished, except to the extent that such party becomes entitled to a share of the proceeds of sale of the Holland Ranch Property by virtue of this Stipulated Judgment.

4. The Co-trustees shall take all reasonable steps to perform the duties entrusted to them under the terms of the Agreement. In particular, the Co-trustees shall attempt to sell the Holland Ranch Property and shall distribute the net proceeds of sale in accordance with the Agreement.

5. This Court retains jurisdiction over the portion of the Action relating to the title to the Holland Ranch Property for purposes of resolving any differences or disputes between the Co-trustees as to the proper means of implementing the terms of the Agreement related to the sale of the Holland Ranch Property.

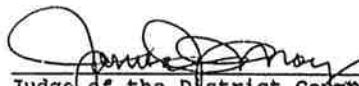
6. The following causes of action of Greenland's complaint are hereby dismissed with prejudice:

- a. the Second, Third, and Fifth Causes of Action as against defendants Norris and Knestrick;
- b. the Sixth Cause of Action in its entirety; and
- c. the Seventh Cause of Action against the Lambert parties.

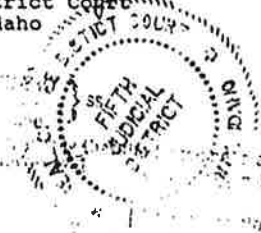
Norris's counterclaim is dismissed with prejudice in its entirety.

7. The Court retains jurisdiction over the remaining causes of action of Greenland's complaint. In particular, the Court retains jurisdiction to determine the amount of damages, if any, to be awarded to Greenland against defaulting defendant Wilhelmus Touw after the sale of the Holland Ranch Property as provided herein.

Dated: October 23, 1991


Judge of the District Court
Blaine County, Idaho

cpw37/greenstp.jdg

13 November 91

Deputy

PROOF OF SERVICE

I, Cristina M. Ortega, declare that:

I am employed in the County of San Francisco, California. I am over the age of eighteen years and not a party to the within action. My business address is One Post Street, Suite 600, San Francisco, California 94104.

On September 20, 1991 I served the following documents:

SEE ATTACHMENT

by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as follows:

Mr. Martin Knestrick
Colorep, Inc.
5205 Avenida Encinas
Carlsbad, CA 92008

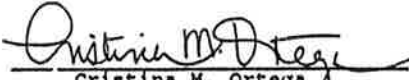
Dale G. Higer
Eberle, Berlin, Kading, Turnbow & Gillespie
P. O. Box 1368
Boise, ID 83701

Roger E. Crist, Esq.
P. O. Box 2326
Ketchum, ID 83340

Barry Luboviski
Luboviski, Wygle & Fallowfield
205 Giacobbi Annex
P. O. Box 1172
Ketchum, ID 83340

I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 20, 1991


Cristina M. Ortega

ATTACHMENT TO PROOF OF SERVICE
(Document List)

1. NOTICE OF MOTION AND MOTION FOR COURT APPROVAL OF SETTLEMENT.
2. MEMORANDUM IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT WITH NON-DEFAULTING DEFENDANT.
3. DECLARATION OF DUNCAN GREENLAND IN SUPPORT OF MOTION FOR COURT APPROVAL OF SETTLEMENT.
4. (PROPOSED) ORDER APPROVING SETTLEMENT AND DIRECTING ENTRY OF STIPULATED JUDGMENT.
5. STIPULATED JUDGMENT.

WARRANTY DEED

A For Value Received Ila Cloughton, individually and as Personal Representative of the Estate of Thomas W. Cloughton, deceased,

the grantors, do hereby grant, bargain, sell and convey unto Richard C. Costoff,
a single man,

the grantee, whose current address is 4129 Valli-Hi, Eagle, Idaho, 83616

the following described premises, in Blaine County Idaho, to-wit:
Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho:

Section 14: That portion of the N 1/2 of said Section 14 not previously sold or optioned by Grantors and to be surveyed by Jim W. Koonce, P. E., Ketchum, Idaho, which the parties agree amounts to approximately 115 acres but excluding the following 2 parcels:

1. Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho:

Section 14: SE 1/4 SW 1/4 SE 1/4

2. A parcel of land being a portion of the North 30 acres of the SW1/4 of the NW1/4 of Section 14, T.1N., R.18E., B.M., Blaine County, Idaho, and more particularly described as follows:

Beginning at an iron pin marking the Southwest corner of the said SW1/4 of the NW1/4 of Section 14;

thence North 0°03'13" West 332.82 feet along the Westerly boundary of the said SW1/4 of the NW1/4 of Section 14 to a point marking the Southwest corner of the said North 30 acres of the SW1/4 of the NW1/4 of Section 14, also said point being the REAL POINT OF BEGINNING:

thence continuing North 0°03'13" West 162.18 feet along the said Westerly boundary of the SW1/4 of the NW1/4 of Section 14 to an iron pin;

thence South 77°40'00" East 350.00 feet to an iron pin;

thence South 82°20'00" East 400.00 feet to an iron pin;

thence North 73°00'00" East 260.00 feet to an iron pin;

thence South 86°05'00" East 185.00 feet to an iron pin;

thence North 11°45'00" East 135.00 feet to an iron pin;

thence North 44°20'00" East 125.00 feet to an iron pin;

thence North 89°26'05" East 37.04 feet along a line 639.12 feet Northerly of and parallel to the Southerly boundary of the said SW1/4 of the NW1/4 of Section 14 to a point on the Easterly boundary of the said SW1/4 of the NW1/4 of Section 14;

thence South 0°02'16" West 306.33 feet along the said Easterly boundary of the SW1/4 of the NW1/4 of Section 14 to a point marking the Southeast corner of the said North 30 acres of the SW1/4 of the NW1/4 of Section 14;

thence South 89°26'05" West 1,323.15 feet along a line 332.81 feet Northerly of and parallel to the said Southerly boundary of the SW1/4 of the NW1/4 of Section 14, which is also along the Southerly boundary of the said North 30 acres of the SW1/4 of the NW1/4 of Section 14, to the point of beginning, comprising 3.11 acres, more or less.

or the estate of Thomas W. Cloughton, deceased.

Residing at
Comm. Expires

Notary Public
, Idaho

By

Fees \$
Mail to:

Deputy.

INSTRUMENT NO.

Together with the following water rights:

PRIORITY DATE	INCHES OF WATER
4-12-83	108"
6- 1-83	100"
6-87	120"
6- 1-91	172"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February ____, 1977.

ILA CLOUGHTON, INDIVIDUALLY

ILA CLOUGHTON, as Personal Representative of the Estate of Thomas W. Cloughton, deceased.

STATE OF IDAHO, COUNTY OF

On this _____ day of February, 19 77, before me, a notary public in and for the said State, personally appeared Ila Cloughton, individually and as Personal Representative of the Estate of Thomas W. Cloughton, deceased,

known to me to be the person whose name is _____ subscribed to the within instrument, and acknowledged to me that she executed the same, individually and as Personal Representative of the estate of Thomas W. Cloughton, deceased.

Residing at _____
Comm. Expires _____

Notary Public
_____, Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book _____
of Deeds at Page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$ _____
Mail to: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER DISTRICT NO. 37 & 37M

P.O. Box T

Shoshone, Idaho 83352

886-XXXX 2451

May 15, 1981



REID J. NEWBY
Watermaster

B
Mr. Alan Trimming
2990 Raindrop Drive
Boise, Idaho 83706

Re: KRC #1
Platted by Carey
8-24-05

Dear Alan; Re: Costoff Water rights

From the information we have available to us we are still not able to determine who has what water; mainly because I still do not have complete list of how matt Cloughton and Bill Cloughton's land was divided. I will give you what our records show as of this date.

Enclosed are copies of the pages of the S.C. Frost vs. Alturas Water Company decree, dated December 13, 1909, 4th Judicial District Court, Lincoln County showing these rights and the names of the people who the water was originally decreed to. The pages are #60 & #5; pages #69 & #23, and pages #76 & #37. The names are Lawrence J. Bannon, Miles F. Bannon, Peter Bannon, J.W. Meller and W.H. Harrington.

The Watermaster's records in Shoshone as of this date show that Richard Costoff owns the water under State Water Rights #37-0363 & 37-0029, which are accounted for on the transfers #1693 & 1694. Our records show that Mr. Costoff owns 60 inches of priority date 6-1-1887, State Water right #37-0041, originally decreed to Miles F. Bannon; 15 inches of 6-1-1891, State water right #37-0040, originally decree to Lawrence J. Bannon; and 130 inches of 6-1-1891 State Water right #37-0022 decreed to Miles F. Bannon - See pages #60 & #5. Our records show that Mr. Harry LeMoyné owns the 100 inches of 6-1-1891 water, State water right #37-0302 decreed to W.H. Harrington, see pages #69 & #23. Mr. Kenneth Katt owns 100 inches of 6-1-1891 State Water right #37-0043 originally decreed to Peter Bannon, see pages #60 & #5.

Also, Dominic Mannino owns 180 inches of 6-10-1887, State water right #37-0478 & 37-0479, originally decreed to J.W. Meller, see pages #76 & #37. John Brown Inc. owns the remaining 80 inches of 6-10-1887, State water right #37-0479, originally decreed to J.W. Meller, see Pages #76 & #37. I only am including the J.W. Meller water on Dominic Mannino and John Brown Inc. because they receive their water through the Bannon 49 headgate; but I do not believe they have any bearing on this case.

In reading the two warranty deeds you sent to me I find water listed in (B) but no water mentioned in (A). If (A) supercedes (B), then the water should go to the land it was originally decreed to or transferred to. Mr. Harry LeMoyné is supposedly working on these rights and I hope will soon have them straightened out.

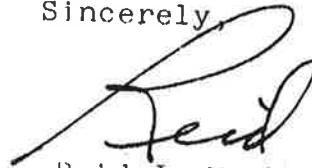
All of the water as decreed, plus transfers #1693 and 1694 we deliver to the head of the Bannon 49 diversion.

Page two - In Re: Richard Costoff water rights

Since we do not have the legal descriptions of the lands of William and Matt Cloughton, or the lands sold by Ila Cloughton, or the lands owned by Richard Costoff, Kenneth Katt or Harry LeMoyne, we can only conclude the following: that the water is still appurtenant to the same lands as described in the Frost Decree or as was made appurtenant to in transfers #1693, 1694 & 1916, copies enclosed.

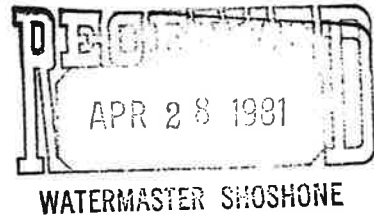
If there is any further information we can help you with, please call on us.

Sincerely,

A handwritten signature in black ink, appearing to read "Reid", with a long horizontal flourish extending to the left.

Reid J. Newby, Watermaster

RJN:bl
Enclosures



DEAR Reed,

PLEASE find enclosed the two warranty deeds executed by Ila Cloughton to the Costoffs. The deed marked (B) involves approximately 123 acres and is dated May 9, 1977. This deed is of special note in that it assigns the following water rights:

PRIORITY DATE	INCHES OF WATER
4-12-83	108
6-1-83	100
6-87	120
6-1-91	172

The deed marked (A) involves approximately 617 acres and is dated December 27, 1977. Each deed contains complete legal descriptions of the land sold by Cloughton to the Costoffs.

Also enclosed is a subdivision map I had prepared for the Costoffs in order to split off 20 acres. As near as I can tell, the map corresponds with the deed marked (B), that being the 123 acres. Hopefully, it will be helpful to you in establishing the location of that portion of the transferred lands. Unfortunately, I have no map that shows the entirety of the lands described in both deeds.

What is needed is a clear and concise determination of what water goes where or who has what rights in what water relating to the land described in the two deeds. It would seem that a good starting point would be to establish what Ila Cloughton had to start with

in terms of water and whether she had the water to start with that she sold to the Costoffs.

I realize that this is a major undertaking but it is of great importance to all concerned in that the water, or rather the lack of water of in question could lead to some very costly litigation involving all the parties. If Ila did not have the water to sell at the onset, it would be helpfull to know why not and where it went. It would also be helpfull to know if there is other water available in the area, approximate cost, and priority dates.

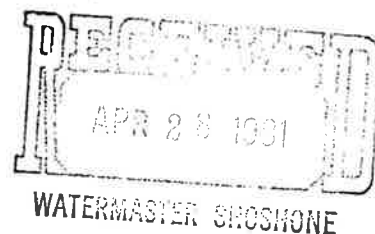
This whole mess leaves me at a loss. I need a picture of what the situation is so I can figure out how to deal with it. If you can track the particulars down for me as to what water there was and what water there is together with who has what, it would be greatly appreciated. Thank you for your help.

Respectfully,

Alan Trimming
2990 Raindrop Drive
Boise, Idaho 83706

COPY (A)

RKC#1
Platted by Carey
8-24-85
WARRANTY DEED



For Value Received, Ila Irene Cloughton, individually and as Trustee under the Will of Thomas W. Cloughton, the grantor, does hereby grant, bargain, sell and convey unto James G. Costoff and Faye O. Costoff, husband and wife, and Richard C. Costoff and Sandra M. Costoff, husband and wife, the grantees, whose current address is Route No. 1, P. O. Box 70, Bellevue, Idaho, 83318, the following described premises, in Blaine County, Idaho, to-wit:

A parcel of land being the $S\frac{1}{2}$ of the $NW\frac{1}{4}$, the $N\frac{1}{2}$ of the $SW\frac{1}{4}$, the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$, $N\frac{1}{2}$ $SE\frac{1}{4}$, $SE\frac{1}{4}$ $SE\frac{1}{4}$, $E\frac{1}{2}$ $SW\frac{1}{4}$ $SE\frac{1}{4}$, all in Section 10, Lot 2 and the $S\frac{1}{2}$ of the $SW\frac{1}{4}$, all in Section 11, portions of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ and the $NW\frac{1}{4}$, all in Section 14 and the $NE\frac{1}{4}$, of the $NE\frac{1}{4}$, the East 10 acres of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ and a portion of the East 20 acres of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$, all in Section 15, all in T1N., R. 18E., B.M., Blaine County, Idaho, and more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the $NE\frac{1}{4}$ of the said $SE\frac{1}{4}$ of Section 10, also said point being the REAL POINT OF BEGINNING;

thence North $89^{\circ}16'54''$ West 1,308.90 feet along the Northerly boundary of the said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 10 to an iron pin marking the Southeast corner of the said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 10;

thence North $0^{\circ}17'47''$ West 1,325.41 feet along the Easterly boundary of the said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 10;

thence North $88^{\circ}54'21''$ West 1,309.33 feet along the Northerly boundary of the said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the said $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 10;

thence North $89^{\circ}40'02''$ West 2,642.43 feet along the Northerly boundary of the said $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest Corner of the said $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 10;

thence South $0^{\circ}02'42''$ East 1,316.13 feet along the Westerly boundary of the said $S\frac{1}{2}$ of the $NW\frac{1}{4}$ of the Section 10 to a brass cap marking the Northwest corner of the said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 10;

thence South $3^{\circ}26'56''$ East 1,327.17 feet along the Westerly boundary of the said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 10;

thence South $89^{\circ}16'29''$ East 2,575.95 feet along the Southerly boundary of the said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the $NW\frac{1}{4}$ of the said $SE\frac{1}{4}$ of the Section 10;

thence South 89°27'47" East 653.52 feet along the Southerly boundary of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10;

thence South 0°16'04" East 1,322.10 feet along the Westerly boundary of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10;

thence South 89°38'42" East 323.48 feet along the Southerly boundary of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

thence South 0°13'40" West 1,320.69 feet along the Westerly boundary of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Southwest corner of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

thence South 89°33'55" East 983.35 feet along the Southerly boundary of the N $\frac{1}{2}$ of the said NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Northwest corner of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

thence South 0°03'30" West 547.08 feet along the Westerly boundary of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin;

thence South 71°27'35" East 694.77 feet to an iron pin on the Easterly boundary of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

thence South 0°03'13" East 65.00 feet along the said Easterly boundary of the East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin;

pin; thence South 77°40'00" East 350.00 feet to an iron

pin; thence South 82°20'00" East 400.00 feet to an iron

pin; thence North 73°00'00" East 260.00 feet to an iron

pin; thence South 86°05'00" East 185.00 feet to an iron

pin; thence North 11°45'00" East 135.00 feet to an iron

pin; thence North 44°20'00" East 125.00 feet to an iron

pin; thence North 1°00'00" West 765.00 feet to an iron

pin; thence North 34°00'00" East 250.00 feet to an iron

pin; thence North 65°20'00" East 650.00 feet to an iron

pin; thence North 67°00'00" East 690.00 feet to an iron

pin; thence North 82°15'00" East 480.00 feet to an iron

pin; thence North 86°30'00" East 445.00 feet to an iron

pin; thence North 14°35'00" West 70.00 feet to an iron

pin; thence North 88°00'00" East 120.00 feet to an iron

pin; thence South 21°30'00" East 375.00 feet to an iron

thence North 66°30'00" East 186.97 feet to an iron
pin on the Easterly boundary of the said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of
Section 14;

thence North 0°21'40" East 601.41 feet along the said
Easterly boundary of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 14 to an iron
pin marking the Southeast corner of the $W\frac{1}{2}$ of the said $SE\frac{1}{4}$ of
Section 11;

thence South 89°38'23" West 1,321.97 feet along the
Southerly boundary of the said $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 11 to a
brass cap marking the Southeast corner of the $SE\frac{1}{4}$ of the said
 $SW\frac{1}{4}$ of Section 11;

thence North 0°29'45" West 1,321.43 feet along the
easterly boundary of the said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 11 to a
brass cap marking the Northeast corner of the said $SE\frac{1}{4}$ of the
 $SW\frac{1}{4}$ of Section 11;

thence South 89°50'59" West 1,323.47 feet along the
Northerly boundary of the said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 11 to
an iron pin marking the Southeast corner of the said Lot 2, of
Section 11;

thence North 0°21'12" West 568.06 feet along the
Easterly boundary of the said Lot 2 of Section 11 to an iron
pin on the Southerly boundary of the Lark Lode, Mineral Survey
No. 302

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that they are free from all incumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

Dated this 27 day of December, 1977.

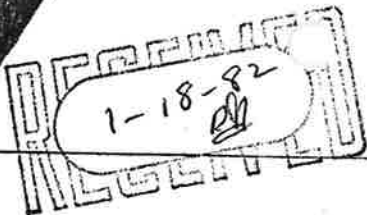

Ila Irene Cloughton

STATE OF IDAHO)
County of Twin Falls) ss.

On this 27 day of December, in the year 1977, before me, the undersigned, a notary public in and for said County and State, personally appeared Ila Irene Cloughton, known to me to be the persons whose name is subscribed to the within instrument individually and as Trustee under the Will of Thomas W. Cloughton, and acknowledged to me that she executed the same individually and as such Trustee.

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


NOTARY PUBLIC FOR IDAHO



WARRANTY DEED

RE parcel #1 - KKC 1
parcel #2 - KKC 5

For Value Received RICHARD C. COSTOFF and SANDRA M. COSTOFF, husband and wife,
and JAMES G. COSTOFF and FAYE O. COSTOFF, husband and wife,

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto
HOLLAND RANCH PARTNERSHIP, a California General Partnership,

whose address is:

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho,
to-wit:

LEGAL DESCRIPTION, EXHIBIT "A", ATTACHED HERETO, together with the following rights:

(1) Water rights as follows:

- (a) 108" of recorded interest dated April, 1883;
- (b) 100" of recorded interest dated June, 1983;
- (c) 110" of recorded interest dated June, 1887;
- (d) 172.5 " of recorded interest dated June, 1891.

(2) All mineral and geothermal rights.

EXCEPT THE FOLLOWING:

1. The taxes for 1980, a lien but not yet due and payable and the taxes for all subsequent years.
2. Power Line Easement from Bill Cloughton and Ila Cloughton, his wife, to The Idaho Power Company, dated September 23, 1966, recorded December 5, 1966, as Instrument No. 126132, in Book 185 of Deeds, page 59, records of Blaine County, Idaho, granting right of way and easement over and across the NW1/4NE1/4 of Sec. 14: T.1N., R.18E., B.M..
3. Grant of Easement and right of way from Cloughton Brothers, to the United States of America, Department of the Interior, Bureau of Land Management, dated August 18, 1966, recorded July 7, 1967, as Instrument No. 127327, in Book 185 of Deeds, page 253, records of Blaine County, Idaho, granting right of way over and across the NW1/4SW1/4 of Sec. 11: T.1N., R.18E., B.M.
4. MORTGAGE: From Thomas W. Cloughton and Ila Cloughton, husband and wife, to The Connecticut Mutual Life Insurance Company, dated February 26, 1972, recorded February 28, 1972, as Instrument No. 142506, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May , 1980.

STATE OF IDAHO , COUNTY OF BLAINE
On this day of May , 19 80,
before me, a notary public in and for said State, personally appeared
RICHARD C. COSTOFF and SANDRA M. COSTOFF,
husband and wife, and JAMES G. COSTOFF
and FAYE O. COSTOFF, husband and wife,

known to me to be the personS whose name are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public
Idaho

Residing at
Comm. Expires

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

at minutes past o'clock m.,
this day of
19 , in my office, and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By Deputy.

Fees \$
Mail to:

EXHIBIT "A"

AKA KKC #1
Platted by Cary

PARCEL I

Township 1 North, Range 18 E., B.M., Blaine County, Idaho,

Section 10: S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 11: Lot 2. S $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 14: Portions of the W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$;

Section 15: NE $\frac{1}{4}$ NE $\frac{1}{4}$, the East 10 acres of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, a portion of the East 20 acres of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the NE $\frac{1}{4}$ of the said SE $\frac{1}{4}$ of the Section 10, also said point being the REAL POINT OF BEGINNING;

THENCE North 89°16'54" West 1,308.90 feet along the Northerly boundary of the said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Southeast corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10;

THENCE North 0°17'47" West 1,325.41 feet along the Easterly boundary of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10;

THENCE North 88°54'21" West 1,309.33 feet along the Northerly boundary of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northeast corner of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10;

THENCE North 89°40'02" West 2,642.43 feet along the Northerly boundary of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest Corner of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10;

THENCE South 0°02'42" East 1,316.13 feet along the Westerly boundary of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the Section 10 to a brass cap marking the Northwest corner of the said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10;

THENCE South 3°26'56" East 1,327.17 feet along the Westerly boundary of the said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10;

THENCE South 89°16'29" East 2,575.95 feet along the Southerly boundary of the said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the NW $\frac{1}{4}$ of the said SE $\frac{1}{4}$ of the Section 10;

THENCE South 89°27'47" East 653.52 feet along the Southerly boundary of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10;

THENCE South 0°16'04" East 1,322.10 feet along the Westerly boundary of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Southwest corner of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10;

THENCE South 89°38'42" East 323.48 feet along the Southerly boundary of the said E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 to an iron pin marking the Northwest corner of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

THENCE South 0°13'40" West 1,320.69 feet along the Westerly boundary of the said East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Southwest corner of the East 10 acres of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

THENCE South 89°33'55" East 983.35 feet along the Southerly boundary of the N $\frac{1}{2}$ of the said NE $\frac{1}{4}$ of Section 15 to an iron pin marking the Northwest corner of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

THENCE South 0°03'30" West 547.08 feet along the Westerly boundary of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin;

THENCE South 71°27'35" East 694.77 feet to an iron pin on

the Easterly boundary of the said East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15;

THENCE South 0°13'13" East 65.00 feet along the said Easterly boundary of the East 20 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15 to an iron pin;

THENCE South 77°40'00" East 350.00 feet to an iron pin;

THENCE South 82°20'00" East 400.00 feet to an iron pin;

THENCE North 73°00'00" East 260.00 feet to an iron pin;

THENCE South 86°105'00" East 185.00 feet to an iron pin;

THENCE North 11°45'00" East 135.00 feet to an iron pin;

THENCE North 44°20'00" East 125.00 feet to an iron pin;

THENCE North 1°00'00" West 765.00 feet to an iron pin;

THENCE North 34°00'00" East 250.00 feet to an iron pin;

THENCE North 65°20'00" East 650.00 feet to an iron pin;

THENCE North 67°00'00" East 690.00 feet to an iron pin;

THENCE North 82°15'00" East 480.00 feet to an iron pin;

THENCE North 86°30'00" East 445.00 feet to an iron pin;

THENCE North 14°35'00" West 70.00 feet to an iron pin;

THENCE North 88°00'00" East 120.00 feet to an iron pin;

THENCE South 21°30'00" East 375.00 feet to an iron pin;

THENCE North 66°30'00" East 186.97 feet to an iron pin on the Easterly boundary of the said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 14;

THENCE North 0°21'40" East 601.41 feet along the said Easterly boundary of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 14 to an iron pin marking the Southeast corner of the W $\frac{1}{2}$ of the said SE $\frac{1}{4}$ of Section 11;

THENCE South 89°38'23" West 1,321.97 feet along the Southerly boundary of the said W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 11 to a brass cap marking the Southeast corner of the SE $\frac{1}{4}$ of the said SW $\frac{1}{4}$ of Section 11;

THENCE North 0°29'45" West 1,321.43 feet along the Easterly boundary of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11 to a brass cap marking the Northeast corner of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11;

THENCE South 89°50'59" West 1,323.47 feet along the Northerly boundary of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11 to an iron marking the Southeast corner of the said Lot 2 of Section 11;

THENCE North 0°21'12" West 568.06 feet along the Easterly boundary of the said Lot 2 of Section 11 to an iron pin on the Southerly boundary of the Lark Lode, Mineral Survey No. 793, lying in the N $\frac{1}{2}$ of the said SW $\frac{1}{4}$ of Section 11;

THENCE North 82°28'00" West 393.83 feet along the said Southerly boundary of the Lark Lode to an iron pin marking the Southwesterly corner of the said Lark Lode;

THENCE North 7°32'00" East 600.00 feet along the Westerly boundary of the said Lark Lode to an iron pin marking the Northwesterly corner of the said Lark Lode, said point bears South 84°28'00" East 1,015.00 feet (formerly described as South 77°46' East 1072 feet) from the said Northeast corner of the SE $\frac{1}{4}$ of Section 10;

THENCE South 82°28'00" East 310.71 feet along the Northerly boundary of the said Lark Lode to an iron pin marking said Easterly boundary of Lot 2 of Section 11;

THENCE North 0°21'12" West 140.90 feet along the said Easterly boundary of Lot 2 of Section 11, to an iron pin marking the Northeast corner of the said Lot 2 of Section 11;

THENCE South 89°54'02" West 1,317.44 feet along the Northerly boundary of the said Lot 2 of Section 11 to the POINT OF BEGINNING.

PARCEL II

Previously described as the Cloughdon Home Place
 A parcel of land in Section 14, Township 1 North, Range 18 East, B.M. Blaine County, Idaho, more particularly described as follows:

COMMENCING at the Center $\frac{1}{4}$ Corner of said Section 14, which point is the REAL POINT OF BEGINNING;

THENCE South 89°26'05" West 1322.62 feet;

THENCE North 3°16'48" West 639.84 feet to an iron pin;

THENCE North 1°00'00" West 765.00 feet to an iron pin;

THENCE North 34°00'00" East 250.00 feet to an iron pin;

THENCE North 65°20'00" East 650.00 feet to an iron pin;

THENCE North 67°00'00" East 690.00 feet to an iron pin;

THENCE North 82°15'00" East 480.00 feet to an iron pin;

THENCE North 86°30'00" East 445.00 feet to an iron pin;

THENCE North 14°35'00" West 70.00 feet to an iron pin;
THENCE North 88°00'00" East 120.00 feet to an iron pin;
THENCE South 21°30'00" East 375.00 feet to an iron pin;
THENCE North 66°30'00" East 186.97 feet to an iron pin;
THENCE South 0°21'40" West 2015.33 feet;
THENCE South 89°26'05" West 1311.47 feet to the point of beginning,

EXCEPTING therefrom all of the Glendale Road lying within said parcel,
and also EXCEPTING the following described ten acres:

COMMENCING at an iron pin marking the intersection of the Westerly
Boundary of said Glendale Road with the Southerly Boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 14, T.1N., R.18E., B.M., which point is also the REAL POINT OF
BEGINNING;

THENCE South 89°26'05" West 660.00 feet along the South Boundary of said
SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE North 0°00'05" West 660.00 feet;

THENCE North 89°26'05" East 660.00 feet to said Westerly Boundary of the
Glendale Road;

THENCE South 0°00'05" West 660.00 feet along said Westerly Boundary of
the Glendale Road to the point of beginning of said ten acre tract

Costoff

FILM
MS

300

8731
This was the ~~Memorandum~~
Basic ~~Record~~ the ~~Deed~~ was
later ~~transferred~~ 37-0302 was
so ~~been~~ ~~finalized~~ 37-0304
MORTGAGE

This purchase money mortgage, made by RICHARD C. COSTOFF and SANDRA M. COSTOFF, husband and wife, of the County of Blaine, State of Idaho, and JAMES G. COSTOFF and FAYE O. COSTOFF, husband and wife, of the County of Ada, State of Idaho, as Mortgagors, and HOLLAND RANCH PARTNERSHIP, a California General Partnership, by and through WILHELMUS J. LOUW, managing partner, of the County of Marin, State of California, as Mortgagor, for and as collateral for the note, a copy of which is attached hereto as Exhibit A.

WITNESSETH

That the said Mortgagor, in consideration of the conveyance by deed of the following described premises by mortgagors, does grant, bargain, sell and convey unto the said mortgagess, its successors and assigns forever, the following described real and personal property situated in the County of Blaine, State of Idaho, to-wit:

- (a) Real Property set forth in full as Exhibit A attached hereto and made a part hereof as though set out in full herein.
- (b) Personal property: All kitchen appliances attached floor covering, window covering, wood burning stove, fireplace screen, and equipment located in the house situated upon the conveyed premises.
- (c) Water rights as follows:
 - (1) 108' of recorded interest dated April, 1983.
 - (2) 100' of recorded interest dated June, 1983.
 - (3) 120' of recorded interest dated June, 1987.
 - (4) 172.5' of recorded interest dated June, 1987.
- (d) Mineral and geothermal rights in the conveyed premises together with all the improvements, privileges and appurtenances thereunto belonging and the rents, issues and profits thereof, and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, upon said land or belonging.

LEGAL DESCRIPTION OF
ILA CLOUGHTON HOME PLACE

KKC #5

A parcel of land in Section 14, T. 1 North, R. 18 East, B.M.
Blaine County, Idaho, more particularly described as follows:

Commencing at the Center $\frac{1}{4}$ corner of said Section 14, which
point is the REAL POINT OF BEGINNING:

Thence South $89^{\circ}26'05''$ West 1322.62 feet;
Thence North $30^{\circ}16'48''$ West 639.84 feet to an iron pin;
Thence North $1^{\circ}00'00''$ West 765.00 feet to an iron pin;
Thence North $34^{\circ}00'00''$ East 250.00 feet to an iron pin;
Thence North $65^{\circ}20'00''$ East 650.00 feet to an iron pin;
Thence North $67^{\circ}00'00''$ East 690.00 feet to an iron pin;
Thence North $82^{\circ}15'00''$ East 400.00 feet to an iron pin;
Thence North $86^{\circ}30'00''$ East 445.00 feet to an iron pin;
Thence North $14^{\circ}35'00''$ West 70.00 feet to an iron pin;
Thence North $88^{\circ}00'00''$ East 120.00 feet to an iron pin;
Thence South $21^{\circ}30'00''$ East 375.00 feet to an iron pin;
Thence North $66^{\circ}30'00''$ East 186.97 feet to an iron pin;
Thence South $0^{\circ}21'40''$ West 2015.33 feet.
Thence South $89^{\circ}26'05''$ West 1311.47 feet to the point of
beginning, containing 122.94 acres, more or less, and
excepting therefrom all of the Glendale Road lying within
said parcel, and also excepting the following described
ten acres:

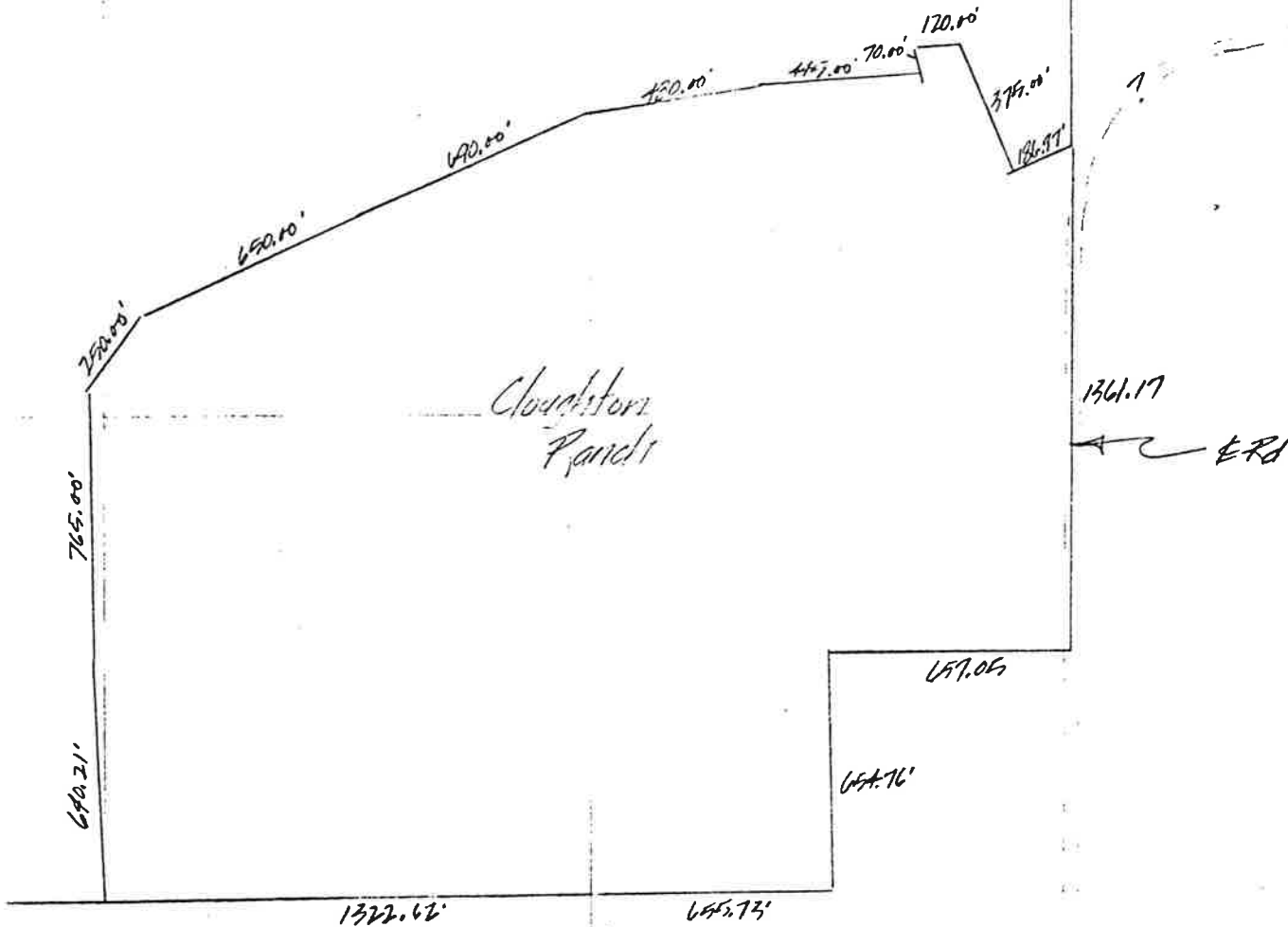
Commencing at an iron pin marking the intersection of the
Westerly Boundary of said Glendale Road with the Southerly
Boundary of the $SW\frac{1}{4}NE\frac{1}{4}$, Section 14, T. 1 North, R. 18 East, B.M.
which point is also the REAL POINT OF BEGINNING;

Thence South $89^{\circ}26'05''$ West 660.00 feet along the South
Boundary of said $SW\frac{1}{4}NE\frac{1}{4}$;
Thence North $0^{\circ}00'05''$ East 660.00 feet;
Thence North $89^{\circ}26'05''$ East 660.00 feet to said Westerly
Boundary of the Glendale Road;
Thence South $0^{\circ}00'05''$ West 660.00 feet along said Westerly
Boundary of the Glendale Road to the point of beginning
of said ten acre tract.

NOTE; This description is based upon surveys by JUB Engineers.
Inc. which are thought to be accurate, but this, cannot be
guaranteed.

N 1/4, 14

11 12
14 13



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: A37-00363B
Date Received: 10-27-88
Receipt No: C003264
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GLENDALE FARMS PARTNERSHIP
Address: C/O DENNIS LALLMAN
LALLMAN & FELTMAN
P.O. BOX 989
KETCHUM, ID 83340
208-726-7500

2. Date of Priority: APR 12, 1883

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	18E	12	SW	NW			BLAINE

5. Description of diverting works:
BANNON #49 HEADGATE, DITCH, FLOOD IRRIGATION AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.030		

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

8. Total consumptive use is 980.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	18E	10	NE	SE		IRR	15.0
			SW	SE		IRR	15.0

A37-00363B

Page 1

Date: 01/27/89

MICROFILMED
FEB 22 1993

10. Place of Use: Continued

Township 01N	Range 18E	Section 10	1/4 SE	of 1/4 SE	Lot	Use IRR	Acres 40.0
						Section Acres	70.0
		11	NW	SW		IRR	20.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
						Section Acres	100.0
		14	NW	NE		IRR	7.0
			SW	NE		IRR	20.0
			NE	NW		IRR	35.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0
						Section Acres	167.0
		15	NE	NE		IRR	40.0
			SE	NE		IRR	15.0
						Section Acres	55.0
						Total Acres	392.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

37-00364B, 37-00029, 37-00041, 37-00040, 37-00042

14. Remarks:

SOIL BELOW DITCH IS EXTREMELY POURIOUS - GRAVELLY, SANDY LOAM -
LITTLE WOOD RIVER SERIES.

***** MEMO TO FILE *****
TRANSFER 1740
P/D GIVEN AS NESW SEC 12 IN TRANSFER. PRESENT P/D FROM
WATERMASTER. RT. IS FOR 2.03 CFS (2.16 CFS - 6% CONVEYANCE LOSS)
TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO ACREAGE DIVISON GIVEN.

MICROFILMED
FEB 22 1993

14. Remarks: Continued

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

S. C. FROST, ET. AL.

Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.

Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
Title

_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title

_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: 39356
Ident Number 137-00363 B
Date Received 10-27-88
Receipt Number 0003264

RECEIVED

OCT 27 1988

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s): Glendale Farms Partnership
Phone: (208) 726-7500
Mailing Address: c/o Dennis Lallman
Lallman & Feltman
P. O. Box 989
Ketchum, ID 83340
2. Date of Priority: April 12, 1883
3. Source of water supply (a) Big Wood River
which is tributary to (b) Malad river
4. a. Location of point of diversion is:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>Lot</u>	<u>County</u>
1N	18E	12		SW	NW		Blaine

Additional points of diversion if any: None.

- b. If instream flow, beginning point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>Lot</u>	<u>County</u>
-----------------	--------------	----------------	---------------------------------	---------------------------------	---------------------------------	------------	---------------

Ending point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>$\frac{1}{4}$</u>	<u>Lot</u>	<u>County</u>
-----------------	--------------	----------------	---------------------------------	---------------------------------	---------------------------------	------------	---------------

5. Description of existing diversion works: Bannon #49 Headgate, earthen ditch, flood irrigation on portion of ranch below ditch and wheelines and handlines above the ditch.

MAILED
FEB 22 1993

6. Water is claimed for following purposes:

<u>Purpose</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Irrigation	April 1	November 1	2.03 cfs

7. Total Quantity Claimed: 2.03 cfs

8. Total consumptive use claimed is 980 acre feet per annum.

9. Non-irrigation uses: None.

10. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>Use</u>	<u>Irrig. Acres</u>
1N	18E	10	NE	SE	I	15
1N	18E	10	SW	SE	I	15
1N	18E	10	SE	SE	I	40
1N	18E	11	NW	SW	I	20
1N	18E	11	SW	SW	I	40
1N	18E	11	SE	SW	I	40
1N	18E	14	NW	NE	I	7
1N	18E	14	SW	NE	I	20
1N	18E	14	NE	NW	I	35
1N	18E	14	NW	NW	I	40
1N	18E	14	SW	NW	I	30
1N	18E	14	SE	NW	I	35
1N	18E	15	NE	NE	I	40
1N	18E	15	SE	NE	I	15

Total number of irrigated acres: 392

11. Place of use is located in Blaine County.

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

13. Describe any other water rights used at the same place and for the same purposes as described above? 37-0029, 37-0364B, 37-0041, 37-0040, 37-0042.

14. Remarks: Claim is for right originally decreed to U. S. Justus in S.C. Frost et al. v. Alturus Water Co. et ux.. Place of use is claimed pursuant to Idaho Code §42-1416(1) to the extent it differs from the decree. Soil below ditch is extremely pourous - gravelly, sandy loam - Little Wood River Series.

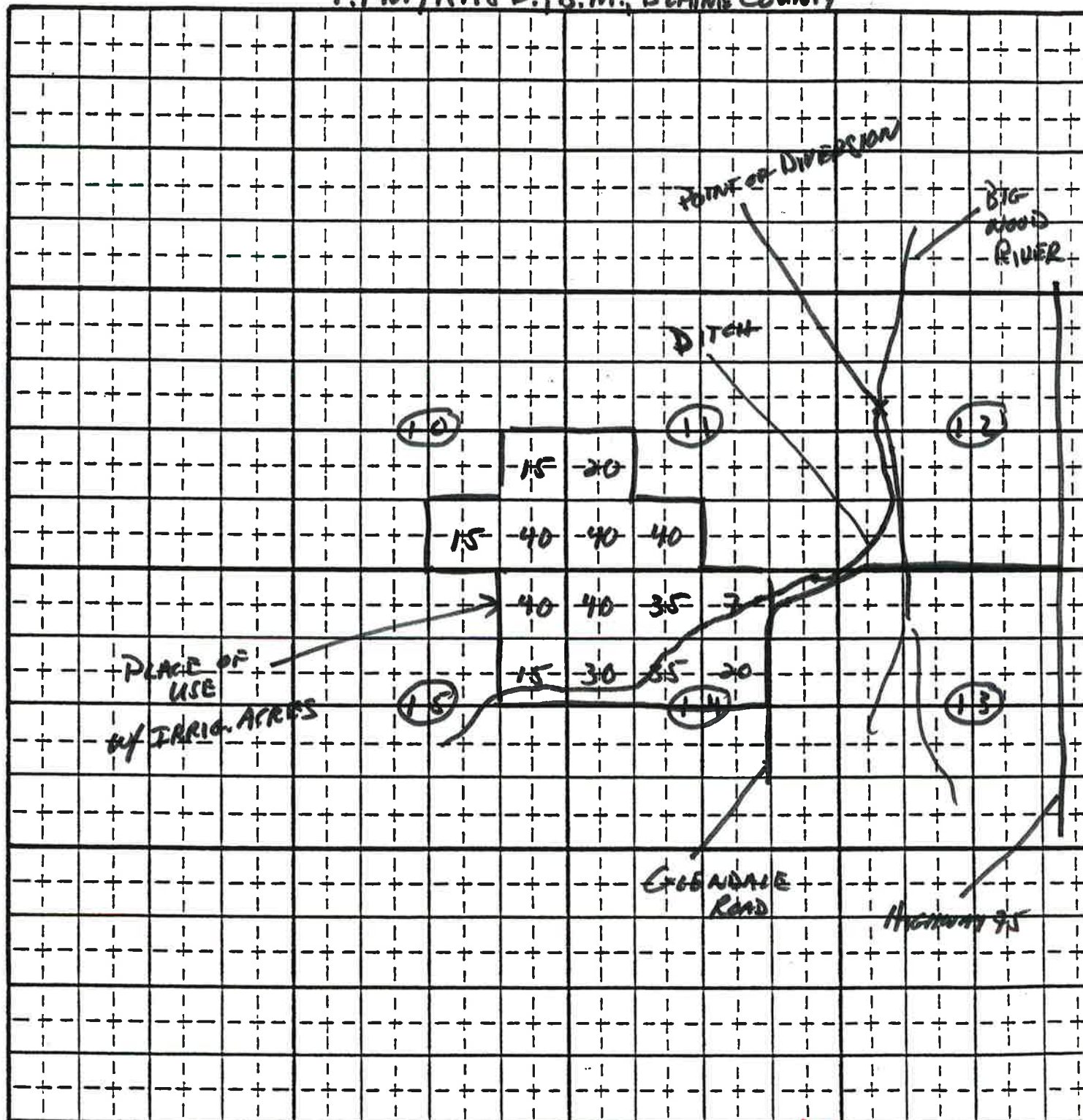
Last Name: Glendale Ident No. _____

MICROFILMED
FEB 22 1993

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

T.1 N., R.18 E., B.M., BLAINE COUNTY



Last Name GLENDALE Ident No. _____

MICROFILMED
FEB 22 1993
Copies: White State, Yellow Claimant

15. Basis of Claim: Decree
IDWR Water Right Number: 37-0363B
Court: Lincoln County
Case Number:
Decree Date: December 13, 1909
Plaintiff v. Defendant:

S.C. Frost et al. v. Alturus Water Co. et ux.

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 not wish to receive and pay a small annual fee for monthly copies of the docket sheet. Number of attachments -

[For Organizations] I do solemnly swear or affirm that I am a general partner of Glendale Farms Partnership, that I have signed the foregoing document in the space below as general partner of the partnership and that the statements contained in the foregoing document are true and correct.

Signature of General Partner: RDM Ventures
RDM VENTURES, A GENERAL PARTNERSHIP

BY Dennis Lallman A GENERAL PARTNER

Title of Organization: Glendale Farms Partnership Date 10/24/88

State of Idaho)
County of Bonne) ss.

Subscribed and sworn before me this 24th day of October, 1988.

Notary Public Buby Muñoz Becker
Residing at Sun Valley
Commission Expires 11/7/93

17. Notice of Appearance:

Notice is hereby given that I, James P. Speck, will be acting as attorney at law of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to the address listed below.

Signature: James P. Speck
James P. Speck
Hogue, Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340

Date: 10/24/88

Last Name: Glendale
a2:\gdale1.clm

Ident No.: _____

MICROFILMED
FEB 22 1993

12/11/2006

NOTICE OF ERROR
REPLY

RECEIVED

JAN 09 2007

DEPARTMENT OF
WATER RESOURCES

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 01/05/2007

Water right number: 37-363B

GLENDAL FARM LLC

PO BOX 537

HAILEY ID 83333

Telephone Number: (208)788-4410

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

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

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

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

DATE:

4/3/07

SIGNATURE:

[Signature]

Please print your name:

[Signature]

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

RECEIVED

JAN 11 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

COPIED

JAN 09 2007

11/30/2006

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

RIGHT NUMBER: 37-363B

NAME AND ADDRESS: GLENDALE FARM LLC
PO BOX 537
HAILEY ID 83333

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 1.730 CFS

Total rate of diversion includes 0.10 cfs charged for river channel loss. The right is limited to the diversion of 1.63 cfs at the point of diversion.

PRIORITY DATE: 04/12/1883

POINT OF DIVERSION:

T01N R18E S12 NENSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	1.630 CFS
MITIGATION	04/15 10/31	0.100 CFS

Mitigation use is water charged for river channel loss.

PLACE OF USE:

IRRIGATION in BLAINE County

T01N R18E S10	NESE	13.00	T01N R18E S10	NWSE	1.40
T01N R18E S10	SWSE	13.00	T01N R18E S10	SESE	41.00
T01N R18E S11 Lot 2 NWSW		17.00	T01N R18E S11	SWSW	41.00
T01N R18E S11	SESW	40.00	T01N R18E S14	NWNE	8.20
T01N R18E S14	SWNE	20.00	T01N R18E S14	NENW	36.00
T01N R18E S14	NWNW	40.00	T01N R18E S14	SWNW	25.00
T01N R18E S14	SENW	39.00	T01N R18E S15	NENE	40.00
T01N R18E S15	NWNE	7.70	T01N R18E S15	SENE	9.70

MITIGATION same as IRRIGATION

392 ACRES TOTAL

This right is limited to the irrigation of 300 acres within the place of use described above in a single irrigation season.

Right Nos. 37-29, 37-40, 37-41, 37-42, 37-363B, and 37-364B are limited to the irrigation of a combined total of 392 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed



Idaho Department of Water Resources

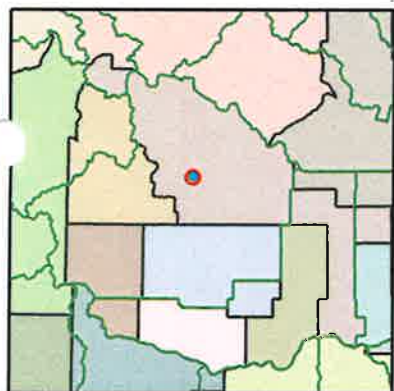
SRBA Recommendation:

37-363B

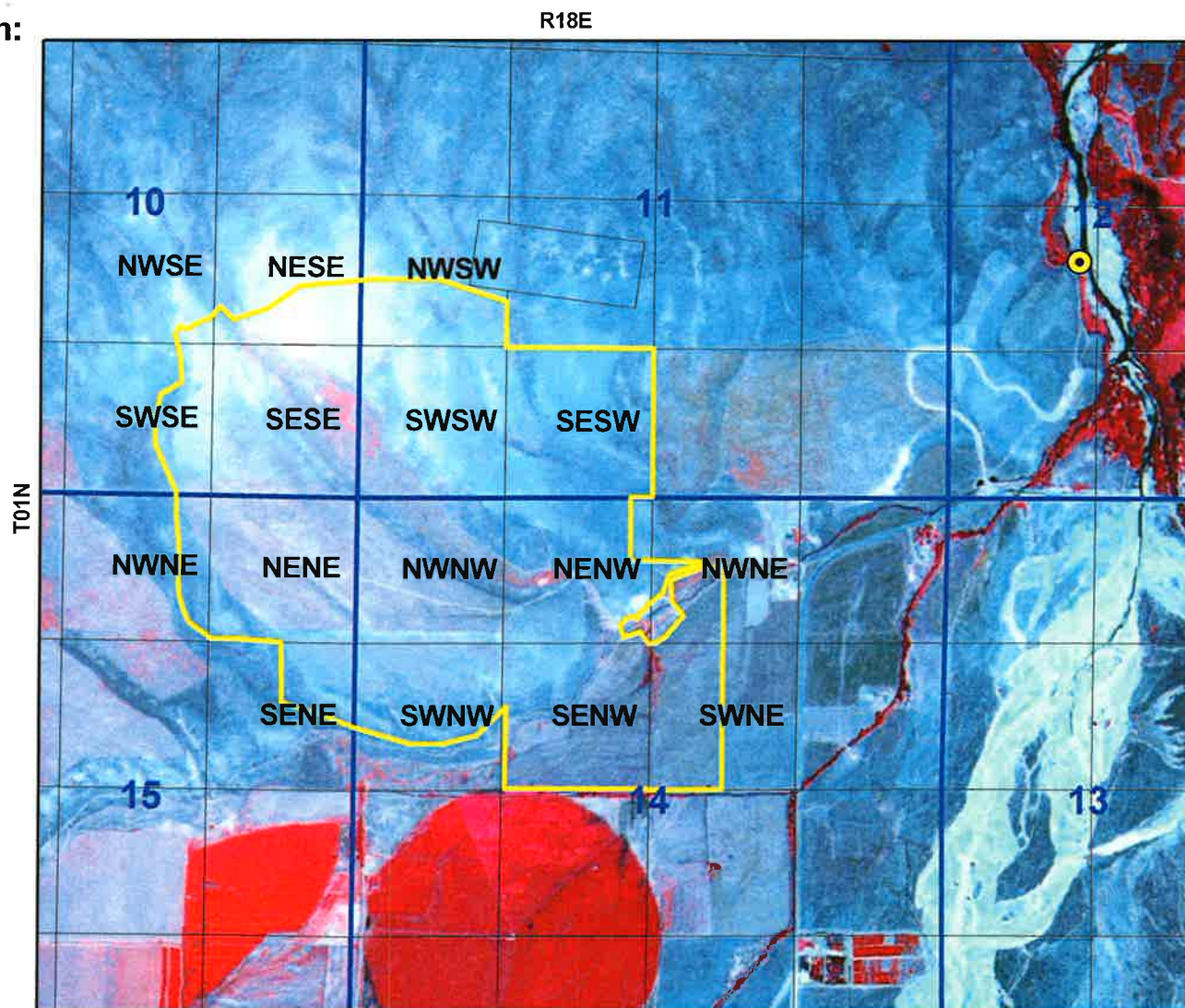
(Irrigation)

Legend

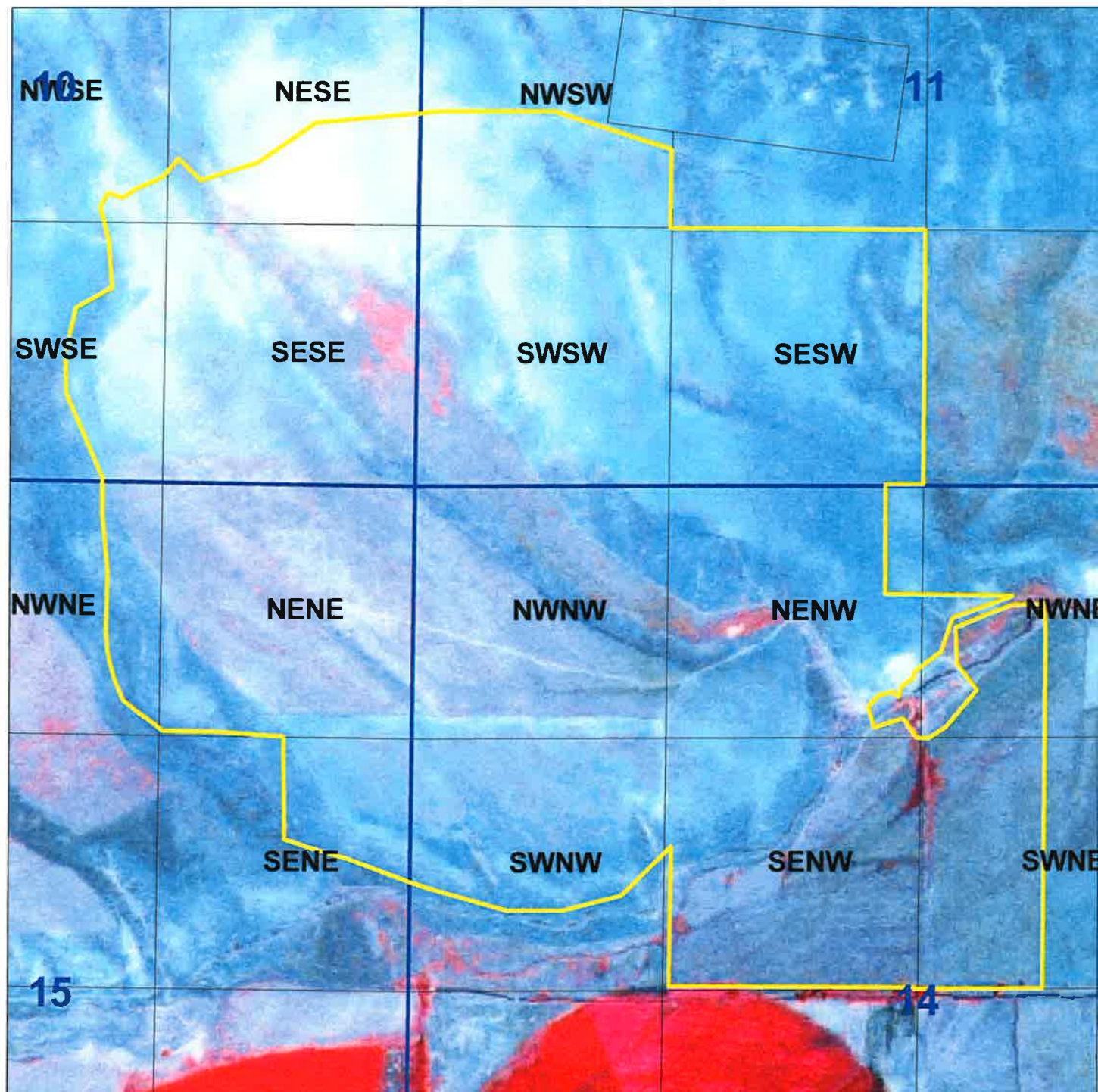
- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Blaine County
IDWR Basin 37



Prepared by C. Skinner
On Thursday, November 30, 2006
1987/88 Aerial Photography



```

graph TD
    37-363["37-363  
3.20 cfs"] -- T-1740 --> 37-363A["37-363A  
1.04 cfs"]
    37-363 -- T-1740 --> 37-363B["37-363B  
2.16 CFS  
rate includes 6%  
conv loss 0.13 cfs"]
    37-363A -- Gus Chek T-3404 pg 73 --> 37-363C["37-363C  
0.74 cfs"]
    37-363A -- Gus Chek T-3404 pg 73 --> 37-363B2["37-363B  
2.03 CFS  
rmk 0.13 conv  
losses  
Glendale Farm  
AJ RECORD"]
    37-363B2 -- RECOM 1.63 CFS --> 37-363D["37-363D  
0.30 CFS 57 AC"]
    37-363B2 -- RECOM 1.63 CFS --> 37-363D2["37-363D  
0.30 CFS  
0.28 cfs at fld hd gt  
0.02 cfs conv loss  
Crandall/Cooper  
AJ RECORD"]
    37-363C -- T-3426 Bramon Pg 53-62 --> 37-363E["37-363E  
0.44 CFS"]
    37-363C -- T-3426 Bramon Pg 53-62 --> 37-363F["37-363F  
0.14 CFS  
0.16 cfs river loss"]
    37-363E -- T-3492 Pg 24-33 --> 37-363G["37-363G  
0.22 CFS"]
    37-363E -- T-3492 Pg 24-33 --> 37-363H["37-363H  
0.22 CFS  
Lt 52 Muldoon Sub div  
0.09 cfs at fld hd gt  
0.16 cfs river loss"]
    37-363F -- T-4527 P/D chg Bramon --> 37-363F2["37-363F  
0.14 CFS  
rmk 0.16 conv  
losses abandoned  
Bramon  
AJ RECORD"]
    37-363H -- AJ RECORD --> 37-363G2["37-363G  
0.22 CFS  
Ilhenny  
AJ RECORD"]
    37-363G -- Not claimed --> 37-363G3["37-363G  
0.22 CFS  
Not claimed"]

```

37-363
3.20 cfs

T-1740

37-363A
1.04 cfs

37-363B
2.16 CFS
rate includes 6%
conv loss 0.13 cfs

37-363B
2.03 CFS
rmk 0.13 conv
losses
Glendale Farm
AJ RECORD

37-20703
0.40 CFS
needs conv loss
calc
Divna Holly Ltd part
AJ RECORD

Gus Chek
T-3404 pg 73

37-363C
0.74 cfs

37-363D
0.30 CFS 57 AC

37-363D
0.30 CFS
0.28 cfs at fld hd gt
0.02 cfs conv loss
Crandall/Cooper
AJ RECORD

RECOM 1.63 CFS
.10 cfs (river loss)

1.73 limit to 300 acres

recom .40 cfs
.03 cfs (river loss)
.43 mitigation
20 acres

T-3426 Bramon
Pg 53-62

37-363E
0.44 CFS

37-363F
0.14 CFS
0.16 cfs river loss

T-3492
Pg 24-33

37-363G
0.22 CFS

37-363H
0.22 CFS
Lt 52 Muldoon Sub div
0.09 cfs at fld hd gt
0.16 cfs river loss

T-4527 P/D
chg Bramon

37-363F
0.14 CFS
rmk 0.16 conv
losses abandoned
Bramon
AJ RECORD

37-363G
0.22 CFS
Ilhenny
AJ RECORD

37-363G
0.22 CFS
Not claimed

Analysis:

	Rate	Conv loss	Total recom	
37-363B	1.63	0.10	1.63	0.13 cfs from transferred rt 37=363B not recommended
37-20703	0.40	0.02	0.40	
37-363D	0.30	0.02	0.30	
37-363F	0.14	0.16	0.30	
37-363G	0.22		0.22	
unclaimed	0.22		0.22	
total			3.07	

37-363B: The first transfer, transfer 1740, split the original right and recognized both the base right and the split portion for an unspecified place of use. 37-363B moved 2.16 cfs to 360 acres within the "Xed" place of use. The transfer also assessed a 6% conveyance loss for 37-363B, effectively recognizing 2.03 cfs at the field headgate.

Two claims have been filed against allocations right 37-363B, 37-363B for 2.16 cfs and 37-20703 for 0.40 cfs. The property has sense been subdivided and re-subdivided a number of times making it difficult to follow what is appurtenant to which lot, however it does appear that both claims are valid as follows.

37-363B claim: A warranty deed dated October 26, 1986 from Holland Ranch partnership to Glendale Farm Partnership identifies 81.5" (1.63 cfs) being appurtenant to the described property. Assuming 1.63 cfs is recognized the proportionate conveyance loss is $1.63 \text{ cfs} * 0.06 \approx \underline{0.10 \text{ cfs}}$

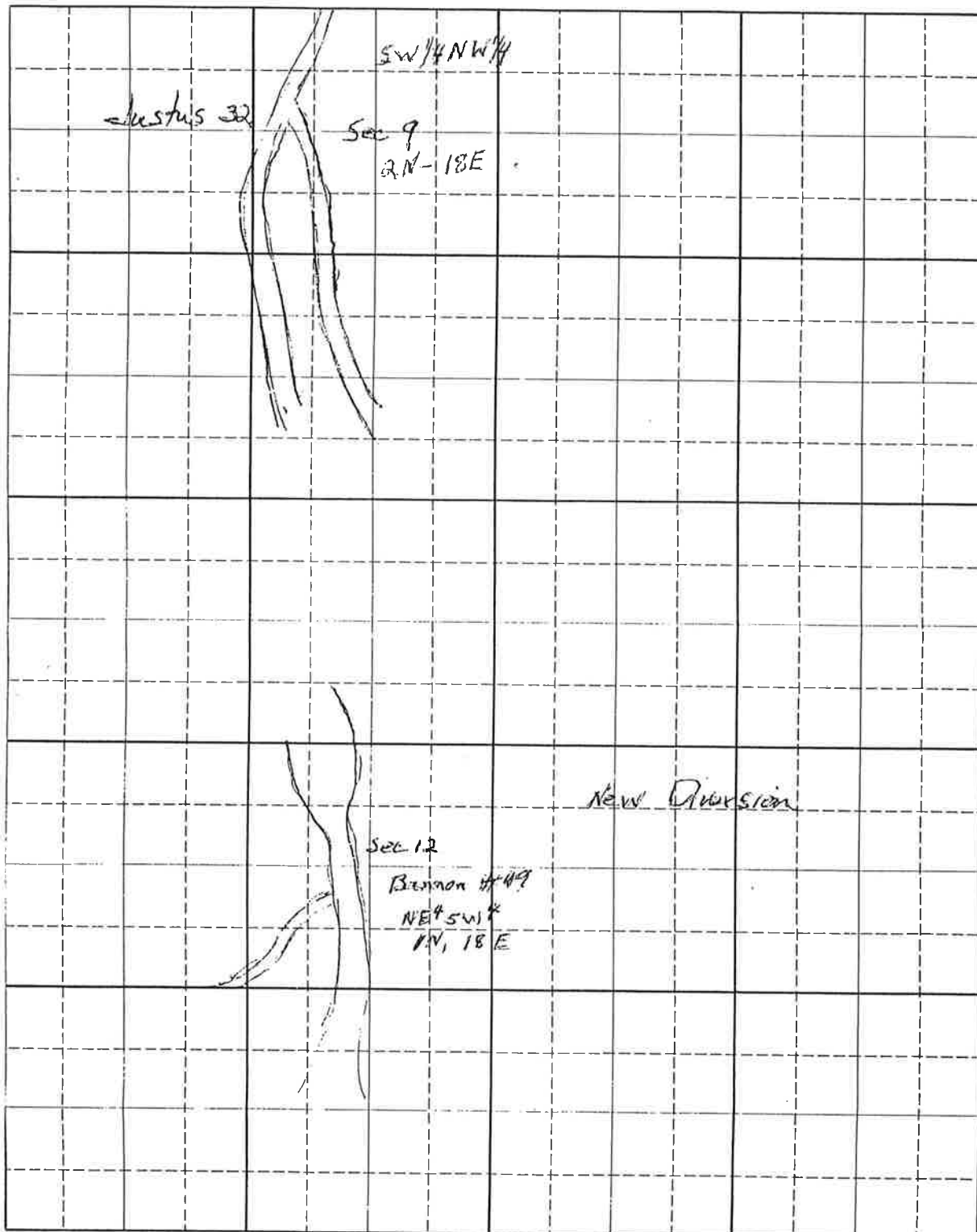
37-20703 claim: The owner of Glendale Farms signed a quitclaim deed for 0.40 cfs (37-363B) going to Davina and Holly Ltd Part (37-20703). Approximately $\frac{1}{2}$ of the claimed place of use is a part of the transferred place of use for water right 37-363B. Assuming 0.40 cfs is recognized the proportionate conveyance loss is $0.40 \text{ cfs} * 0.06 \approx \underline{0.02 \text{ cfs}}$

The SENE of sec 14 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of sec 14 were included within the transferred place of use for 37-363B, however, no claims against that right have been filed as of this date.

37-363D claim: This right was claimed as transferred through T-3404

37-363F claim: This right was created through T-3426 and then a subsequent transfer (T-4527) was filed to change the point of diversion. The claim reflects the latest transfer.

37-363G claim: This claim was originally claimed in 1988 by Christina Arrate for 0.22 cfs on 2N, 18E Sec 15 and 16 for a total of 10 acres. T-3492 moves the 0.22 cfs to 5 acres in 2N 19E sec 31 (also known as Lot 52 of the Muldoon Ranch Subdivision). The allocation transfer process recognized adjudication claim 37-363G as the basis of the transfer and then split the allocations base right 37-363E into 37-363G (the new base right for 0.22 cfs and 37-63H Ilhenny for 0.22 cfs. The allocations record 37-363H was used to amend claim 37-363G. The allocations record 37-363G represents the unchanged portion of the original right and no claims have been filed against this portion at this time.



SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

9. If applicant was not original holder of this right explain how it was acquired: purchase

10. CHANGE IN POINT OF DIVERSION (allow 2.03 cfs)

a. Quantity to be diverted at new point: 2.16 c.f.s. and/or ----- acre feet

b. New point of diversion: NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 1N
-----, Range 18E, B.M.

c. Description of method of diversion and conveyance from new points of diversion: -----
Established headgate; submerged orifice; gravity flow ditch

d. Is water to be conveyed to the lands previously irrigated? Yes X No -----

If not, the place of use should be changed below.

e. Describe the reasons for applying for a change in the point of diversion:

Because of the rocky, porous land, the ground requires
more water than what priorities now held allow.

f. Do you intend to make the transfer permanent? yes

g. Do you intend to abandon completely the old point of diversion? As far as this water
is concerned-----yes

h. Indicate on the above plat the new point of diversion and lands to be irrigated.

11. CHANGE IN PLACE OF USE

a. Describe the new lands on which you wish to use your right.

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
1N	18 E	14			X	X	X	X		X									
1N	18 E	11											X	X	LOT 2				
1N	18 E	15	X	X															
1N	18 E	10			X				X	X	X	X			X	X	X	X	

Total number of acres to be irrigated 320

1984 created by Richard Kostoff

b. Do you intend to r the transfer permanent? yes

c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

yes

d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this

right: 30 inches of June 1, 1887; 90 inches of June 10, 1887;

172½ of June 1, 1891.

*e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

William Chaghtin
(signature of applicant)

Subscribed and sworn to before me this 15th day of August, 1973

J. E. 15
(notary public)

My commission expires Oct 20, 1976.

**ACTION OF STATE RECLAMATION ENGINEER
AND CERTIFICATE OF TRANSFER**

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0363,
and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

A measuring device of a type approved by this Department shall be permanently
installed and maintained as part of the diverting works.
This transfer is subject to a 6% reduction for conveyance loss; maximum rate of
diversion shall not exceed 2.03 cfs.

2. Denial of said application is for the following reasons: _____

Witness my hand this 22 day of December, 19 73.

[Signature]
Director, ~~State Reclamation Engineer~~
Idaho Dept. of Water Administration

FOR DEPARTMENT USE ONLY

Received by mm Date 8-3-73 2:45 pm

Protest filed by: _____ Date _____

Prelim. check by mls Date _____

Fee received by mm Date 10-31-73 Fee \$ 41.00

Approved for publication by mls

Published in WoodRiver Journal Dates 11-8 & 11-15-73

Hearing held _____

Watermaster Recommendation sent _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

September 26, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

Re: SRBA Claim(s) A37-29, A37-40, A37-41, A37-42, A37-363B, A37-364B
Glendale Farm LLC

Dear Mr. Speck:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to your client. Please find the enclosed copies of the computer records of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

The deed submitted with the ownership change conveys water right 37-363 in the amount of 81.50 inches (1.63 cfs). Claim 37-363B is actually for 101.50 inches (2.03 cfs). Since no split was indicated on the owner change form and all the property was conveyed, I changed ownership of the entire claim to Glendale Farm LLC. If I made the change in error, please contact me with instructions on the disposition of the 20 inches in question.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish'.

Trish Fawcett

Technical Records Specialist

Enc.

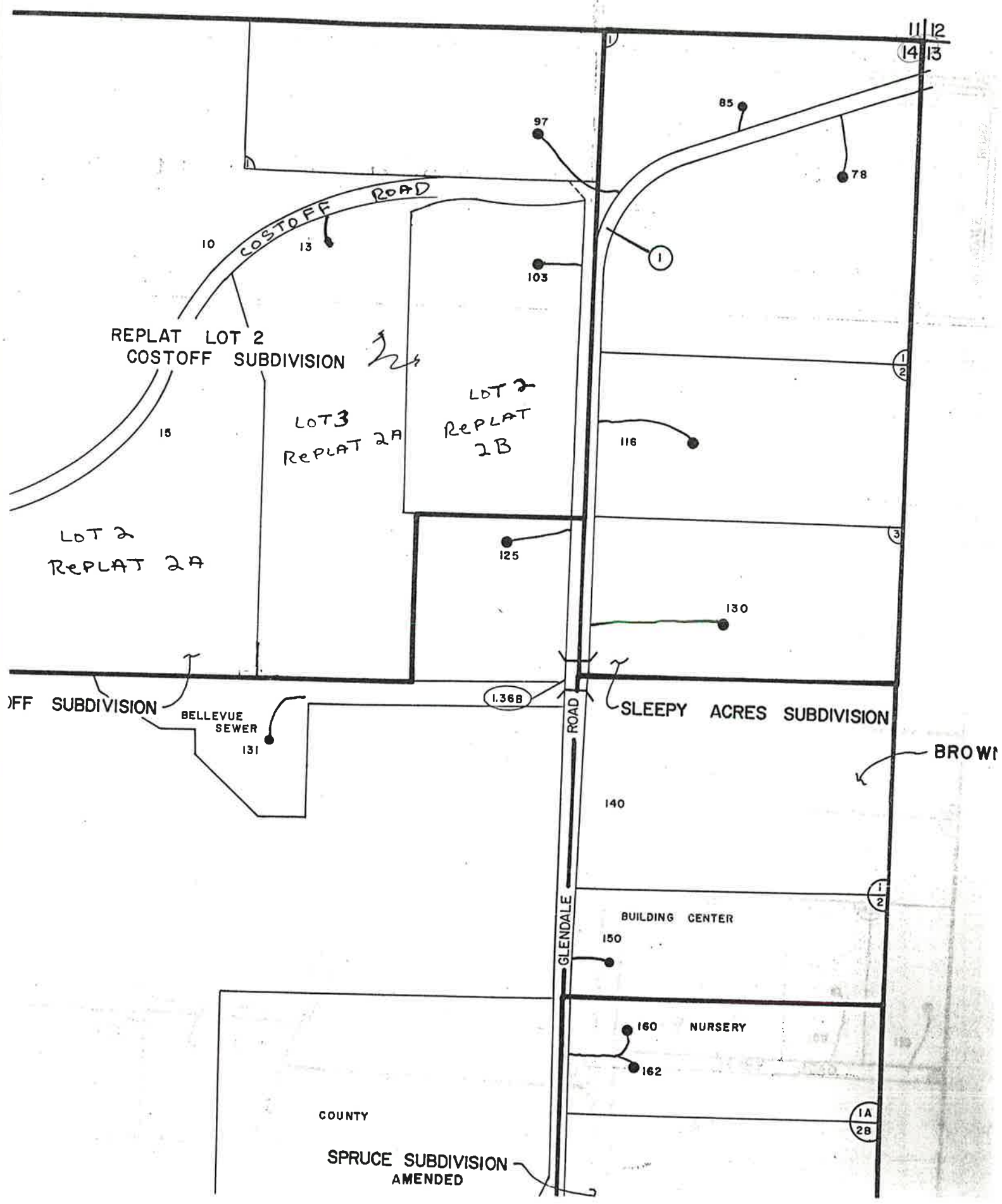
MEMO

TO: FILE DATE: 7-11-01
FROM: JIM STANTON

RE: Right 37-363

Today I was contacted by Shelley Hurless, 103 Glendale Rd, Bellevue, ID, 83313. Phone 788-5057. They own Lot 2 (Replat of Lot 2B) of Costoff Subdivision. Watermaster records show that they own 20 inches of this water right. Assessor records indicated that this property was formerly owned by William Cloughton. Cloughton transferred 2.16 cfs to land in this area (Sec. 10, 11, 14 & 15 T. 1N R. 18E) under T. 1740 in 1973. The actual place of use was poorly defined in the transfer, and there was no map in our records. The transfer states that 320 acres are irrigated, although the land described could have been as much as 760 acres. I have a deed from the watermaster's office from 1986 showing the water rights and land sold to Glendale Farms Partnership, who has claimed 2.03 cfs of this right (2.16 cfs minus 6% conveyance loss from the Cloughton transfer. However, the deed states that Glendale only gets 1.63 cfs of this right. Other deeds in Lee's possession show 20 inches of water under the 363 right being sold to previous owners of the Hurless property. While the deed to Hurless did not specify how much water they got, Lee inferred that it was the previous owner's intention to give them all of this right that he owned (since they got all of the land). Hurless has owned this place for 9 years, and is now selling it, so they are trying to get their water right in order before the sale.

It appears that Glendale Farms Partnership erred when filing Claim 37-363B, in that they should have claimed only 1.63 cfs instead of 2.03 cfs. This would leave 0.40 cfs unclaimed that could be tied to the Hurless property. It appears that the best way to handle this situation is for Hurless to file their own claim, as their land does not appear to be covered by the Glendale claim (just their water).



REPLAT LOT 2
COSTOFF SUBDIVISION

LOT 3
REPLAT 2A

LOT 2
REPLAT 2B

LOT 2
REPLAT 2A

OFF SUBDIVISION

BELLEVUE
SEWER

SLEEPY ACRES SUBDIVISION

BROWI

BUILDING CENTER

NURSERY

COUNTY

SPRUCE SUBDIVISION
AMENDED

GLENDALE
ROAD

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER DISTRICT NO. 37 & 37 M

P.O. Box T
Shoshone, Idaho 83352
(208) 886-2451



LEE R. PETERSON
Watermaster

RECEIVED
JUL 11 2001
Department of Water Resources
Southern Region

FACSIMILE TRANSMISSION

TO:	IDWR Twin Falls
FAX NUMBER:	736-3037
FOR THE ATTENTION OF	Jim Stanton
FROM	Water District 37 & 37M
FAX NO.	Same as phone 886-2451
NUMBER OF PAGES (INCLUDING THIS ONE)	3
DATE	7/11/01
MESSAGE	

=====

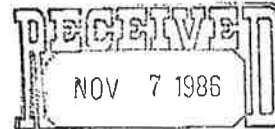
If you do not receive the above number of pages, or if there is any other problem, please call (208) 886-2451 at Shoshone, Idaho.

=====

The information contained in this fax is confidential and subject to attorney-client privilege. If the reader is not the intended recipient or the agent thereof, you are hereby notified that any dissemination, distribution or copying of the fax is prohibited. If you have received this fax in error, please notify us immediately and return the original by mail at our expense. Thank you.

14094

WARRANTY DEED



For Value Received

HOLLAND RANCH PARTNERSHIP, a General Partnership

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto
 GLENDALE FARM PARTNERSHIP

whose address is: c/o Power Engineers; P. O. Box 1066; Hailey, Idaho 83333

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho,
 to-wit:

PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TOGETHER WITH all mineral rights, ditch rights and water rights appurtenant
 thereto, including, but not limited to the following water rights:

State Water Right No.	Priority Date	Inches
37-0363	4/12/1883	81.50
37-0029	6/ 1/1883	94.00 - 1.88
37-0364	5/ 1/1887	56.43
37-0041	6/ 1/1887	60.00
37-0040	6/ 1/1891	15.00
37-0042	6/ 1/1887	130.00

SUBJECT TO covenants, conditions, restrictions, reservations and easements
 of record in the office of the County Recorder, Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
 and to the Grantee's heirs and assigns forever. And the said Grantor does hereby
 covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises;
 that they are free from all incumbrances except as described above and that Grantor will warrant
 and defend the same from all lawful claims whatsoever.

Dated: October 29, 1986

HOLLAND RANCH PARTNERSHIP

BY:

Wilhelmus Touw
 Wilhelmus Touw, Managing Partner

STATE OF IDAHO }
 COUNTY OF BLAINE } ss.

On this 20th day of October
 1986, before me, a Notary Public in and for
 said State, personally appeared
 WILHELMUS TOUW, Managing Partner
 of the Holland Ranch Partnership, known to me to be one of
 the partners in the Partnership of
 HOLLAND RANCH PARTNERSHIP
 And the partner or one of the partners who
 subscribed said partnership name to the
 foregoing instrument and acknowledged to me
 that he executed the same as said partner-
 ship name.

Angie G. Boyd
 Notary Public for Idaho
 Residing at Twin Falls

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
 the request of

at _____ minutes past _____ o'clock m.
 this _____ day of _____
 19____, in my office, and duly recorded in Book
 of Deeds at page _____

Ex-Officio Recorder

By _____

Deputy.

Fees \$

Mall to:

Section 10: S1NW1; N1SW1; SW1NE1; N1SE1; SE1SE1; E1SW1SE1.

Section 11: Lot 2. S1SW1.

Section 14: Portions of the W1NE1 and NW1;

Section 15: NE1NE1, the East 10 acres of the NW1NE1, a portion of the East 20 acres of the SE1NE1, more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the NE1 of the said SE1 of the Section 10, also said point being the REAL POINT OF BEGINNING;

THENCE North 89°16'54" West 1,308.90 feet along the Northerly boundary of the said NE1 of the SE1 of Section 10 to an iron pin marking the Southeast corner of the said SW1 of the NE1 of Section 10;

THENCE North 0°17'47" West 1,325.41 feet along the Easterly boundary of the said SW1 of the NE1 of Section 10 to an iron pin marking the Northeast corner of the said SW1 of the NE1 of Section 10;

THENCE North 88°54'21" West 1,309.33 feet along the Northerly boundary of the said SW1 of the NE1 of Section 10 to an iron pin marking the Northeast corner of the said S1 of the NW1 of Section 10;

THENCE North 89°40'02" West 2,642.43 feet along the Northerly boundary of the S1 of the NW1 of Section 10 to an iron pin marking the Northwest corner of the said S1 of the NW1 of Section 10;

THENCE South 0°02'42" East 1,316.13 feet along the Westerly boundary of the said S1 of the NW1 of the Section 10 to a brass cap marking the Northwest corner of the said N1 of the SW1 of Section 10;

THENCE South 3°26'56" East 1,327.17 feet along the Westerly boundary of the said N1 of the SW1 of Section 10 to an iron pin marking the Southwest corner of the said N1 of the SW1 of Section 10;

THENCE South 89°16'29" East 2,575.95 feet along the Southerly boundary of the said N1 of the SW1 of Section 10 to an iron pin marking the Southwest corner of the NW1 of the said SE1 of the Section 10;

9 THENCE South 89°27'47" East 653.52 feet along the Southerly boundary of the said NW1 of the SE1 of Section 10 to an iron pin marking the Northwest corner of the said E1 of the SW1 of the SE1 of Section 10;

10 THENCE South 0°16'04" East 1,322.10 feet along the Westerly boundary of the said E1 of the SW1 of the SE1 of Section 10 to an iron pin marking the Southwest corner of the said E1 of the SW1 of the SE1 of Section 10;

11 THENCE South 89°38'42" East 323.48 feet along the Southerly boundary of the said E1 of the SW1 of the SE1 of Section 10 to an iron pin marking the Northwest corner of the said East 10 acres of the NW1 of the NE1 of Section 15;

12 THENCE South 0°13'40" West 1,320.69 feet along the Westerly boundary of the said East 10 acres of the NW1 of the NE1 of Section 15 to an iron pin marking the Southwest corner of the East 10 acres of the NW1 of the NE1 of Section 15;

13 THENCE South 89°33'55" East 983.35 feet along the Southerly boundary of the N1 of the said NE1 of Section 15 to an iron pin marking the Northwest corner of the said East 20 acres of the SE1 of the NE1 of Section 15;

14 THENCE South 0°03'30" West 547.08 feet along the Westerly boundary of the said East 20 acres of the SE1 of the NE1 of Section 15 to an iron pin;

15 THENCE South 71°27'35" East 694.77 feet to an iron pin on the Easterly boundary of the said East 20 acres of the SE1 of the NE1 of Section 15;

AA THENCE North 00°10'16" West, 2086.01 feet to a brass cap marking the Northwest corner of Section 14;

AB THENCE North 89°47'53" East, 2655.21 feet to a brass cap marking the Southeast corner of the SE1 of the said SW1 of Section 11;

AC THENCE North 0°29'45" West 1,321.43 feet along the Easterly boundary of the said SE1 of the SW1 of Section 11 to a brass cap marking the Northeast corner of the said SE1 of the SW1 of Section 11;

AD THENCE South 89°50'59" West 1,323.47 feet along the Northerly boundary of the said SE1 of the SW1 of Section 11 to an iron pin marking the Southeast corner of the said Lot 2 of Section 11;

AE THENCE North 0°21'12" West 568.06 feet along the Easterly boundary of the said Lot 2 of Section 11 to an iron pin on the Southerly boundary of the Lark Lode, Mineral Survey No. 797, lying in the N1 of the said SW1 of Section 11;

AF THENCE North 82°28'00" West 393.83 feet along the said Southerly boundary of the Lark Lode to an iron pin marking the Southwesterly corner of the said Lark Lode;

AG THENCE North 7°32'00" East 600.00 feet along the Westerly boundary of the said Lark Lode to an iron pin marking the Northwesterly corner of the said Lark Lode. said point bears South 84°28'00" East 1,015.00 feet (formerly described as South 77°46' East 1072 feet) from the said Northeast corner of the SE1 of Section 10;

AH THENCE South 82°28'00" East 310.71 feet along the Northerly boundary of the said Lark Lode to an iron pin marking said Easterly boundary of Lot 2 of Section 11;

AS THENCE North 0°21'12" West 140.90 feet along the said Easterly boundary of Lot 2 of Section 11, to an iron pin marking the Northeast corner of the said Lot 2 of Section 11;

AK THENCE South 89°54'02" West 1,317.44 feet along the Northerly boundary of the said Lot 2 of Section 11 to the POINT OF BEGINNING.

PARCEL II

Lot 2A of REPLAT OF LOT 2, BLOCK 1, COSTOFF SUBDIVISION, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

WATER RIGHT NO. 37-363B

<u>Owner Type</u> Current Owner	<u>Name and Address</u> GLENDALE FARMS PARTNERSHIP C/O DENNIS LALLMAN LALLMAN & FELTMAN PO BOX 989 KETCHUM, ID 83340 (208)726-7500
Original Owner Original Owner	CHURCH OF JESUS CHRIST LATTER DAY SAINTS U S JUSTUS HAILEY WARD HAILEY, ID 83333

Priority Date: 04/12/1883
Basis: Decreed
Status: Active

<u>Source</u> BIG WOOD RIVER	<u>Tributary to</u> MALAD RIVER
---------------------------------	------------------------------------

<u>Beneficial Use</u> IRRIGATION	<u>From</u> 4/01	<u>To</u> 11/01	<u>Diversion Rate</u> 2.03 CFS	<u>Volume</u>	<u>Subuse Code</u>
Total Diversion			2.03 CFS		

Location of Point(s) of Diversion:

BIG WOOD RIVER SWNW Sec. 12 Township 01N Range 18E BLAINE County

IRRIGATION Use:
Acre Limit: 392

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01N	18E	10		NESE	15		SWSE	15		SESE	40			
		11		NWSW	20		SWSW	40		SESW	40			
		14		NWNE	7		SWNE	20						
				NENW	35		NWNW	40		SWNW	30		SENW	35
		15		NENE	40		SENE	15						

Total Acres: 392

Conditions of Approval:

1. 16
2. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
3. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
4. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. 37 .

Remarks:

1. General

SOIL BELOW DITCH IS EXTREMELY POURIOUS - GRAVELLY, SANDY LOAM - LITTLE WOOD RIVER SERIES.

||| ***** MEMO TO FILE ***** TRANSFER 1740 P/D GIVEN AS
NESW SEC 12 IN TRANSFER. PRESENT P/D FROM WATERMASTER. RT. IS FOR 2.03 CFS (2.16 CFS - 6%
CONVEYANCE LOSS) TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO ACREAGE DIVISON GIVEN.

Dates:

Licensed Date:

Claim Received Date:

Decreed Date: 12/13/1909

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

Receipt Number(s): C003264

State or Federal: S

Owner Name Connector: OR

Water District Number: 37

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

07/11/2001

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

WATER RIGHT NO. 37-363B

Owner Type Name and Address
Current Owner WILLIAM CLOUGHTON
 BELLEVUE, ID 83313

Original Owner U S JUSTUS

Priority Date: 04/12/1883
Basis: Decreed
Status: Active

Source Tributary to
BIG WOOD RIVER MALAD RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	/	/	2.16 CFS		
Total Diversion			2.16 CFS		

Location of Point(s) of Diversion:

BIG WOOD RIVER SWNW Sec. 12 Township 01N Range 18E BLAINE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION

BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01N	18E	10		SWNE			SENE							
				SWNW			NWSW							
				NESW			NWSE			SWSE			SESE	
				NESE			NWSW			SESW				
		11	2	NWSW			SENE							
		14		SWNE			NWNW			SENE				
				NENW			NWNE							
		15		NENE										

Conditions of Approval:

1. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
2. 016 See remarks for additional conditions of approval.

Remarks:

1. General TRANS. 1740.
P/D GIVEN AS NESW S12 IN TRANSFER. PRESENT P/D FROM WATERMASTER. RT. IS FOR 2.03 CFS (2.16 CFS - 6% CONVEYANCE LOSS).
TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO ACREAGE DIVISION GIVEN.

Dates:

Licensed Date:
Decreed Date: 12/13/1909
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Application Received Date:

Protest Deadline Date:
Number of Protests: 0

Other Information:

Receipt Number(s):
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Claimants Names:
Glendale Farm, LLC

Attorney Name & Address:
James P. Speck ISB# 2067
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 83340
(208) 726-4421
FAX: (208) 726-0752

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

In Re SRBA

Case No. 39576

)
)
) **NOTICE OF APPEARANCE**
)
)
)

DESCRIPTIVE SUMMARY

This is a notice of appearance by counsel on behalf of the new claimant and purchaser of the water rights identified below.

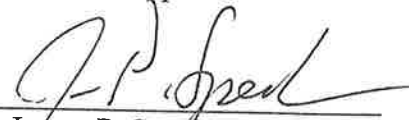
NOTICE OF APPEARANCE

The law firm of Speck & Aanestad, A Professional Corporation, hereby enters its appearance in the action on behalf of Claimants, Glendale Farm, LLC, for the following water rights claims which are not the subject of any subcases: A37-00363B, A37-00029, A37-00364B, A37-00040, A37-00041 and A37-00042.

DATED this 10 day of February, 2000.

SPECK & AANESTAD
A Professional Corporation

By


James P. Speck

CERTIFICATE OF SERVICE

I hereby certify that on the 10 day of February, 2000, I served a true and correct copy of the foregoing NOTICE OF APPEARANCE on the following persons in the manner designated below:

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

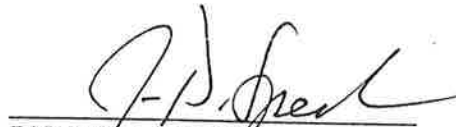
- ☒ United States Mail, Postage Prepaid
- ☐ Hand Delivery
- ☐ Facsimile, with copy by United States Mail, Postage Prepaid

The United States Department of Justice
Environmental and Natural Resources
Division
550 West Fort Street
Box 33
Boise, ID 83724

- ☒ United States Mail, Postage Prepaid
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Idaho Department of Water Resources
Document Depository
P.O. Box 83720
Boise, ID 83720-0098

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JAMES P. SPECK

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

February 10, 2000

RECEIVED

FEB 11 2000

Department of Water Resources
Southern Region

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls ID 83301

Re: Glendale Farm, LLC - Water Rights

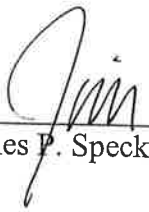
Dear Allen:

Enclosed you will find two Notices of Change of Water Right Ownership signed by my client, Glendale Farm, LLC together with the original of my firm's Notice of Appearance for the water right claims and a copy of my firm's Notice of Appearance for the two unobjected to water rights as recommended in the SRBA. The originals of the latter have been filed with the SRBA Court. Please return to me computer printouts of the SRBA claims reflecting the change of ownership.

Kindly call me if you have any questions. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

JPS:jal
Enclosures
cc: Client (w/encls.)
SRBA Court (w/encls.)
Chief, Natural Resources Division
U.S. Dept. of Justice
Idaho Dept. of Water Resources

Water Right Number - 37-00363B

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

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

*** C - CURRENT OWNER ***
CLOUGHTON

WILLIAM

1 -
2 -
3 -

City- BELLEVUE
Phone -

State- ID Zip- 83313

*** O - ORIGINAL OWNER ***
JUSTUS

U. S.

1 -
2 -
3 -

City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/12/1883 17 D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
BIG WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

01N 18E 12 SW NW (13) BLAINE

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

01 - IRRIGATION

2.160

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
2.160

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

01N	18E	10	SW NE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SW NW			01	IRRIGATION	(13) BLAINE
01N	18E	10	SE NW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NE SW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NW SW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NE SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	NW SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SW SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SE SE			01	IRRIGATION	(13) BLAINE
01N	18E	11	NW SW	2		01	IRRIGATION	(13) BLAINE
01N	18E	11	SW SW			01	IRRIGATION	(13) BLAINE
01N	18E	11	SE SW			01	IRRIGATION	(13) BLAINE
01N	18E	14	SW NE			01	IRRIGATION	(13) BLAINE
01N	18E	14	SE NE			01	IRRIGATION	(13) BLAINE
01N	18E	14	NE NW			01	IRRIGATION	(13) BLAINE
01N	18E	14	NW NW			01	IRRIGATION	(13) BLAINE

FEB 22 1993
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Water right number - 37-00363B

Adj. flag translation: Standard Water Right Number

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use Code	Description	County
01N	18E	14	SE NW			01	IRRIGATION	(13) BLAINE
01N	18E	15	NE NE			01	IRRIGATION	(13) BLAINE
01N	18E	15	NW NE			01	IRRIGATION	(13) BLAINE

Total Acres:

+ - - Diversion Means - BANNON #49 HEADGATE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - Remarks - - - - - +

TRANS. 1740.
P/D GIVEN AS NESW S12 IN TRANSFER. PRESENT P/D FROM WATERMASTER.
RT. IS FOR 2.03 CFS (2.16 CFS - 6% CONVEYANCE LOSS).
TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO ACREAGE DIVISION GIVEN.

+ - - - - - Conditions of Approval - - - - - +

R01 - A measuring device of a type approved by this Department shall be
- maintained as a part of the diverting works.

+ - - - - Decree Plaintiff - - - +	+ - - - - Decree Defendant - - - +	+ - Decree Date - +
S. C. FROST, ET. AL.	ALTURAS WATER COMPANY, ET. AL.	12/13/1909

+ - - Microfilm Rolls -

+ - - Audit Fields - 12/09/85 05/28/88 CONVERT

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

Proof Due Date - 00/00/0000	Field Exam Made - 00/00/0000	Field Exam Fee -
Approved/Denied - 00/00/0000	Protested Date - 00/00/0000	Swan Falls -
Proof Made Date - 00/00/0000	Hearing Date - 00/00/0000	Temporary Right - P
Start Work Date - 00/00/0000	Verified Date - 12/09/1985	DLE/Carey Act -
Order Show Cause - 00/00/0000	Receipt Number -	Water District - 37
Licensed Date - 00/00/0000	Appl Received - 00/00/0000	Transfer/Amended - P
Decree Date - 12/13/1909		

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10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Glendon Partnership CLAIM IDENT. NO. A 37-00363BDATE RECEIVED 10-27-88 CK # 151 AMOUNT \$ 742 8 claims1. Is the name and address complete with zip code? YES ☒ NO ☐2. Is a priority date entered? YES ☒ NO ☐

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?

A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

3. (a) Is a source entered? YES ☒ NO ☐(b) Is a tributary to entered? (if required) N/A ☒4. Is the legal description of the p.d. sufficient? YES ☒ NO ☐5. Is there a description of the diverting works? YES ☒ NO ☐6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. YES ☒ NO ☐Is the period of use included? YES ☒ NO ☐Is a quantity claimed for each use? YES ☒ NO ☐7. Is a total quantity claimed entered? YES ☒ NO ☐8. If required is a consumptive use entered? N/A ☒Is the consumptive use correct? N/A ☒9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. N/A ☒10. Is (are) the place(s) of use and purpose(s) indicated? YES ☒ NO ☐11. Is (are) the county(ies) entered? YES ☒ NO ☐12. Is the ownership of p.u. checked? YES ☒ NO ☐13. Are other water rights listed or "none" indicated? YES ☒ NO ☐14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A ☒15. Is the basis of the claim indicated? YES ☒ NO ☐16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) YES ☒ NO ☐Has the claim been signed, sealed, and dated by a notary? YES ☒ NO ☐Was this claim filed on time, or was an extension granted? YES ☒ NO ☐Is the fee enclosed correct? Exempt ☒If this claim is based on an existing water right, has the identification number been entered? N/A ☒Should this claim be receipted and data entered? YES ☒ NO ☐Claim checked by: CAComments: Used signature of G.P. of Glendale FarmsMICROFILMED
FEB 22 1993

RECEIVED
APR 07 1989

GENERAL PARTNERSHIP AGREEMENT

GLENDAL FARM PARTNERSHIP

Department of Water Resources

This Partnership Agreement is made and entered into as of this 4th day of November, 1986 by and between Peter VanDerMeulen, Post Office Box 537, Hailey, Idaho, 83333, Al Munio, Post Office Box 3040, Hailey, Idaho, 83333, Larry Henriksen, Post Office Box 2199, Hailey, Idaho, 83333, GRB Ventures, Post Office Box _____, Hailey, Idaho, 83333, RDM Venture, and Idaho Partnership, Post Office Box 989, Ketchum, Idaho, 83340, and John Henning, Post Office Box 2395, Hailey, Idaho, 83333, (hereinafter sometimes collectively referred to as "Partners").

WHEREAS, the Partners desire to execute this Agreement to set forth in writing their respective rights and obligations in the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, it is agreed as follows:

1. Name and Business. The parties hereby agree to the formation of a General Partnership pursuant to the laws of the State of Idaho, to hold, develop,

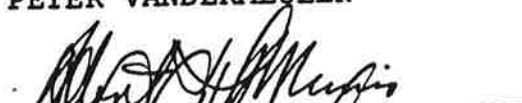
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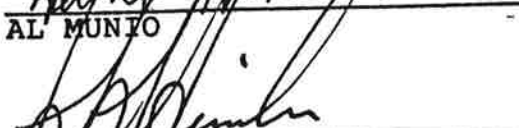
21. Applicable Law. This Agreement and the rights of the parties thereunder shall be interpreted in accordance with the laws of the State of Idaho.

22. Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Contract, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first set forth above.


PETER VANDERMEULEN


AL MUNRO


LARRY HENRIKSEN

GRB VENTURES

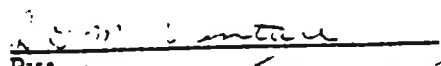
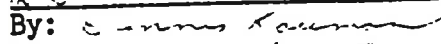
GRB Ventures

Garland

By: GARLAND BERGDALE
Its: General Partner


JOHN HENNING

RDM VENTURE, an Idaho Partnership


By: 
Its: General Partner

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FEB 22 1993