

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
-----------------------	------------------------------	-------	-----------------------	------------------------------	-------

37-433E37-434E37-435E37-436F37-577BB37-577BN

RECEIVED

MAY 9 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

William S. Leet and Mary Helen Leet

4. New Owner/Claimant(s)

Baseline Ranch Owners Association, Inc.

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

New Mailing Address

City, State and ZIP Code

Post Office Box 762, Sun Valley, Idaho
83353

New Telephone Number

(208) 726-0135

SUPPORT DATA

IN FILE # 37-433E

May 1, 2007

Form 42-248/42-1409(5) July, 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature of New Owner(s) or Claimant(s): Jeffrey Lynn, President
(include title if applicable) Jeffrey Lynn, President of Baseline Ranch Owners Association

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

Office Use Only

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

For

12

RECEIVED

JAN 28 2002

Department of Water Resources
Southern Region

RECEIVED

JAN 22 2002

Department of Water Resources

Please change your address for William S. Leet from

73-1115 Ahikawa Street
Kailua-Kona, HI 96740

To

3485 Oyster Bay Avenue
Davis, CA 95616

Thanks,


William S. Leet

William CW 64855

Mayfield, C10319514

records updated
1-22-02. / N

37-433E
37-434E
37-435E
37-436F
37-577BB
37-577BN
37-11712

barcode

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 37-577BB
Date Received: 11/4/88
Receipt No: C003206
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MARY HELEN LEET Phone: (808)325-6925
73-1115 AHIKAWA ST
KONA HI 96740

WILLIAM S LEET Phone: (808)325-6925
73-1115 AHIKAWA ST
KONA HI 96740

2. Date of Priority: 03/24/1883

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	NW	SE	SW	BLAINE	
01N	18E	25	SW	NE	NW	BLAINE	

5. Description of diverting works:

VIA BYPASS CANAL RE-DIV FR. BYPASS CANAL VIA BASELINE CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.484	

7. Total Quantity Appropriated is:
0.484 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
01S	19E	6	SE	NW	3	IRRIGATION 19
			SW	NW	4	IRRIGATION 1
					Section Acres	20
					Total Acres	20

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:

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

1/30/01 tf; ownership changed Baldwin to Leet per 1409(6) and deeds received 1/29/01.

15. Basis of Claim: Decreed



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

February 2, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

WILLIAM S LEET
MARY HELEN LEET
73-1115 AHIKAWA ST
KONA HI 96740

RE: SRBA Claim(s) 37-433E, 37-434E, 37-435E, 37-436F,
37-577BB, 37-577BN
Decreed Water Right 37-11712

Dear Mr. and Mrs. Leet:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record 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.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

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

RECEIVED
 JAN 29 2001
 Department of Water Resources
 Permit Section

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A37-00433E			A37-00435E		
A37-00577BN					
A37-00577BB					
A37-00436F					
A37-00434E					

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

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

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) JAMES A. BALDWIN
P.O. Box 2644 HAILEY, ID 83333
4. New Owner/Claimant(s) WILLIAM S. & MARY-HELEN LEET
 Name Connector (Check one): [] and, ☒ or, [] and/or
- New Mailing Address 73-1115 ANIKAWA ST
- City, State and ZIP Code KAILUA-KONA, HI 96740
- New Telephone Number (808) 325-6925
5. Date you acquired the property 12-06-93

6.

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

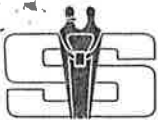
7.

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

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

For Office Use Only

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



QUITCLAIM DEED

THIS INDENTURE, Made this 13th day of December

in the year of our Lord one thousand nine hundred and ninety three between
JAMES A. BALDWIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

as Grantor and

WILLIAM S. LEET AND MARY HELEN LEET, HUSBAND AND WIFE,

as Grantee

73-1115 AHUKAWA ST. KONA, HI 96740
whose current address is ~~P.O. BOX 150858, SAN RAFAEL, CA 94915~~

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

1993 DEC 17 P 3: 32 360255

MARY GREEN, CLERK mm
FEES \$ 6.00

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

JAMES A. BALDWIN

State of IDAHO

ss.

County of BLAINE

On this 14th 16th day of December, 1993, before me, the undersigned, a Notary Public, in and for said State, personally appeared JAMES A. BALDWIN

known to me and identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Residing at: HAILEY, IDAHO

Commission Expires: 02/05/96

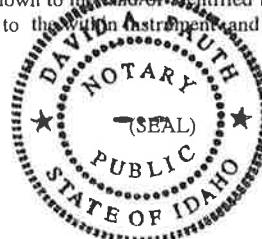


EXHIBIT "A"

Idaho Water Right No. A37-11712 for .070 cfs of ground water with a priority date of June 1, 1883

Idaho Water Right No. A37-00577BN for 1.250 cfs of surface water with a priority date of March 24, 1883

Idaho Water Right No. A37-00433E for .074 cfs of surface water with a priority date of April 17, 1883

Idaho Water Right No. A37-00577BB for .484 cfs of surface water with a priority date of March 24, 1883

Idaho Water Right No. A37-00436F for 1.908 cfs of surface water with a priority date of June 1, 1901

Idaho Water Right No. A37-00434E for .660 cfs of surface water with a priority date of June 20, 1884

Idaho Water Right No. A37-00435E for .146 cfs of surface water with a priority date of June 2, 1890



WARRANTY DEED

For Value Received JAMES A. BALDWIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

the Grantor hereby grants, bargains, sells, conveys and warrants unto WILLIAM S. LEET AND MARY HELEN LEET, HUSBAND AND WIFE,

73-1115 AHIKAWA ST. KONA, HI 96740

the Grantee whose current address is: ~~BOX 150858, SAN RAFAEL, CA 94915~~

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

BLAINE CO. REQUEST

OF BLAINE COUNTY TITLE

1993 DEC 17 P 3:32

360254

MARY GREEN, CLERK *ms*
FEES \$ 6.00

Done

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

Dated: December 13, 1993

James A. Baldwin
JAMES A. BALDWIN

State of IDAHO

ss.

County of BLAINE

On this 14th ^{16th} day of December, 1993, before me, the undersigned, a Notary Public, in and for said State, personally appeared JAMES A. BALDWIN

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

David A. Fauth
Notary Public

Residing at: HAILEY, IDAHO

Commission Expires: 02/05/96

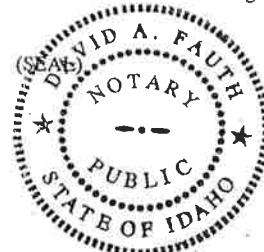


EXHIBIT "A"

A fractional part of the Southwest Quarter (SW1/4) of Section Six (6), Township One (1) South (S) Range Nineteen (19) East Boise Meridian, Blaine County, Idaho, known as Tax Lot No. 202, and more particularly described as follows:

Commencing at a point 2651.7 feet West from the NE corner of Section Six, (6) Township One (1) South, Range Nineteen (19) East, Boise Meridian, running thence West along said section line 692.8 feet thence South 3264.4 feet more or less, to the South line of said Section 6, thence East along section line 692.8 feet, thence North 3264.4 feet, more or less, to the place of beginning. 52 ac

AND

A Fractional Part of the Southwest Quarter (Fr. SW1/4) of Section Six (6) Township One (1) South, Range Nineteen (19) East of the Boise Meridian, Blaine County, Idaho, Known as Tax Lot 203, more particularly described as follows:

Beginning at a point on the Base Line distant 3344.5 feet West from the NE corner of Section 6, Township 1 South, Range 19 E. B. M. running thence West along said section line 692.8 feet, thence South 3282.2 feet, more or less to the South line of said Section 6, thence East along said South line of Section 6, 692.2 feet, thence North 3282.2 feet more or less to the place of beginning. 52 ac

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: A37-00577BB
Date Received: 11/ 4/1988
Receipt No: C003206
Received By: B. J. 34

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES A. BALDWIN 208-788-4726
Address: P.O. BOX 2644
HAILEY, ID 83340

2. Date of Priority: MAR 24, 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 of	Lot	County
01N	18E	12	NW	SE	SW		BLAINE
		25	SW	NE	NW		BLAINE

5. Description of diverting works:
VIA BYPASS CANAL RE-DIV FR. BYPASS CANAL VIA BASELINE CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.484		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATER USE WITH IRRIGATION.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	19E	6	SW	NW	4	IRR	1.0
			SE	NW	3	IRR	19.0

10. Place of Use: Continued

Section Acres 20.0

Total Acres 20.0

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:
37-4109 G/W & 37-2556A, 37-0433A-0434A, 0435A, & 0436A

14. Remarks:

TRANS. 3330.

ADDRESS CHANGED 2/26/1991 RVW

THIS IS A DUPLICATE COPY OF THE ORIGINAL SIGNED & NOTARIZED
COPY OF THIS CLAIM WHICH WAS LOST OR BMISPLACED. RVW 3/5/91

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

ALBRETHSEN

Decree Plaintiff

vs

WOOD RIVER LAND CO.

Decree Defendant

16. Signature(s)

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

Number of attachments:

For Individuals:

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

Signature of Claimant(s): James A. Ball

Date: 3/5/91

Date:

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 5th day
of March 1991

Robert V. Kossileff
Notary Public

Seal

Residing at Twin Falls, Idaho

My Commission Expires January 16, 1995

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: A37-00577BB
Date Received: 11/ 4/1988
Receipt No: C003206
Received By: _____

*Address
Change*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES A. BALDWIN 208-788-4726
Address: P.O. BOX 2644
HAILEY, ID 83340

2. Date of Priority: MAR 24, 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 of	Lot	County
01N	18E	12	NW	SE	SW		BLAINE
		25	SW	NE	NW		BLAINE

5. Description of diverting works:
VIA BYPASS CANAL RE-DIV FR. BYPASS CANAL VIA BASELINE CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.484		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATER USE WITH IRRIGATION.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	19E	6	SW	NW	4	IRR	1.0
			SE	NW	3	IRR	19.0

MICROFILMED
FEB 23 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	20.0
					Total Acres	20.0

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:

37-4109 G/W & 37-2556A, 37-0433A-0434A, 0435A, & 0436A

14. Remarks:

TRANS. 3330.

ADDRESS CHANGED 2/26/1991 RVW

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

ALBRETHSEN

Decree Plaintiff

vs

WOOD RIVER LAND CO.

Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

COPY

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 AUG 28 PM 2 28

**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

) Subcase No. 37-433E, 37-434E,
) 37-435E, 37-436F,
) 37-577BB, 37-577BN
)
)
)

) **NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING**
)

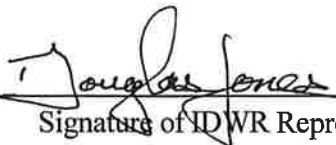
IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

Dated: 8/28/07



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 8/28, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

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

2. Copies to:

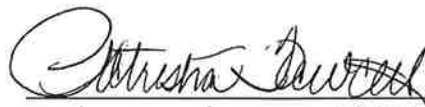
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Baseline Ranch Owners Assn
PO Box 762
Sun valley ID 83353

William Leet
Mary Leet
3485 Oyster Bay Ave
Davis CA 95616

Jill Eshman Esq
PO Box 4991
Ketchum ID 83340



Signature of person or attorney mailing the form

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-433E

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.070 CFS

PRIORITY DATE: 04/17/1883

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County
T01N R18E S25 NWSNW Rediversion Within BLAINE County
This right is measured and administered at the point of rediversion.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.070 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06 NESW 40.00
	T01S R19E S06 SESW	40.00	

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

Use of this right is combined with water from Base Line Canal Co.

This right is a split from former right 37-433.

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-434E

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.660 CFS

PRIORITY DATE: 06/20/1884

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County
T01N R18E S25 NWSESW Rediversion Within BLAINE County
This right is measured and administered at the point of rediversion.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.660 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06 NESW 40.00
	T01S R19E S06 SESW	40.00	

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

Use of this right is combined with water from Base Line Canal Co.

This right is a split from former right 37-434.

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-435E

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.150 CFS

PRIORITY DATE: 06/02/1890

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County

T01N R18E S25 NWSNW Rediversion Within BLAINE County

This right is measured and administered at the point of rediversion.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.150 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06 NESW 40.00
	T01S R19E S06 SESW	40.00	

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This claim represents a portion of water right No. 37-435.

Use of this right is combined with water from Base Line Canal Co.

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-436F

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 1.910 CFS

PRIORITY DATE: 06/01/1901

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County

T01N R18E S25 NWSNW Rediversion Within BLAINE County

This right is measured and administered at the point of rediversion.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	1.910 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06 NESW 40.00
	T01S R19E S06	SESW 40.00	

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 37-436.

Use of this right is combined with water from Base Line Canal Co.

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-577BB

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.480 CFS

Total rate of diversion includes 0.03 cfs charged for channel loss. The right is limited to 0.45 cfs at the point of redirection.

PRIORITY DATE: 03/24/1883

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County

T01N R18E S25 NWSESW Rediversion Within BLAINE County

This right is measured and administered at the point of redirection.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.450 CFS
MITIGATION	04/15 10/31	0.030 CFS

Mitigation Use is water charged to channel loss.

PLACE OF USE:

IRRIGATION in BLAINE County

T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06	NESW	40.00
T01S R19E S06	SESW	40.00		

MITIGATION same as IRRIGATION

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 37-577 (37-30021).

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

Use of this right is combined with water from Base Line Canal Co.

07/10/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-577BN

NAME AND ADDRESS: BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83353

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 1.250 CFS

PRIORITY DATE: 03/24/1883

POINT OF
DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County
T01N R18E S25 NWSESW Rediversion Within BLAINE County
This right is measured and administered at the point of rediversion.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	1.250 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06 NESW 40.00
	T01S R19E S06 SESW	40.00	

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 37-577.

Use of this right is combined with water from Base Line Canal Co.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

August 28, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

BASELINE RANCH OWNERS ASSN
PO BOX 762
SUN VALLEY ID 83350

RE: SRBA Claim(s) 37-433E, 37-434E, 37-435E, 37-436F,
37-577BB, 37-577BN

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure

cc: William & Mary Leet
3485 Oyster Bay Ave
Davis CA 95616

Jill Eshman Esq
PO Box 4991
Ketchum ID 83340

RECEIVED

JUN 28 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
A37-00433E	A3700433E				
A37-00434E	A37-00434E				
A37-00435E	A37-00435E				
A37-00436E	A3700436E				
A37-00577BB	A37-00577BB				
A37-00577BN	A37-00577BN				

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

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

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) William and Mary-Helen Leet
4. New Owner/Claimant(s) 3485 Oyster Bay Ave. Davis, CA 95616
Baseline Ranch Owners Association
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 762
- City, State and ZIP Code Sun Valley, ID 83353
- New Telephone Number (208) 726-0135

5. Date you acquired the property

Varied (on Deed of Trusts) 4 owners

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s)

Greg MonSec/Treas.

(title if applicable)

(title if applicable)

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

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____

Date _____

RECEIVED

JUN 28 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

FILED EFFECTIVE

2007 MAY -3 AM 9:37

ARTICLES OF INCORPORATION
OF

BASELINE RANCH OWNERS ASSOCIATION, INC. SECRETARY OF STATE
STATE OF IDAHO

The undersigned, acting as incorporator(s) of a corporation under the Idaho Nonprofit Corporation Act, adopt the following Articles of Incorporation.

ARTICLE I:

NAME

The name of the corporation is Baseline Ranch Owners Association, Inc., hereinafter called "Association".

ARTICLE II

PRINCIPAL OFFICE AND REGISTERED AGENT

The location and principal office of the Association is c/o Greg Moss, 680 Washington Avenue North, Ketchum, Idaho 83340, and whose mailing address is Post Office Box 762, Sun Valley, Idaho 83353. The registered agent of the Association is Greg Moss.

ARTICLE III

INCORPORATORS

The incorporator and his address are as follows:

William Leet
3485 Oyster Bay Avenue
Davis, California 95616

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purposes for which the Association is formed are:

(a) The specific and primary purposes for which the Association is formed are to be a residential real estate management association and to provide for the acquisition, construction, management, maintenance and care of real and personal property held by the Association or commonly held by the members of the Association or located in the development and owned by members of the Association and otherwise to act and be operated as a "homeowners association" as defined in Section 528 of the Internal Revenue Code of 1986, as amended.

IDAHO SECRETARY OF STATE
05/03/2007 05:00
CK: 5234 CT: 212950 BH: 1051387
1 @ 30.00 = 30.00 INC NONP # 2
1 @ 20.00 = 20.00 NON EXPEDI # 3

C 172858

(b) Subject to the provisions of the recorded or to be recorded Declaration of Covenants, Conditions and Restrictions applicable to the development (hereinafter referred to as the "Declaration"), the general purposes and powers of the Association are:

(1) To promote the health, safety and welfare of the residents within the development;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Baseline Ranch Subdivision, and any supplemental declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(3) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(4) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(5) To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(7) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and common area;

(8) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no way be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The authorized number and qualifications of members of the Association, the different classes of members, if any, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the Bylaws or the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of not less than three (3) nor more than five (5) directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

The initial directors of the Association and their addresses are as follows:

Jeffrey Lynn
Post Office Box 6160
Ketchum, Idaho 83340

Greg Moss
Post Office Box 4392
Ketchum, Idaho 83340

William Leet
3485 Oyster Bay Avenue
Davis, CA 95616

Laurence Thompson
13785 Calle Tacuba
Saratoga, CA 95070

ARTICLE VIII

DISSOLUTION

The Association may be dissolved as provided by law.

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such manner as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the Fifth Judicial District of the State of Idaho, in and for Blaine County as said court shall determine.

ARTICLE IX

NONPROFIT LIMITATIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE X

DURATION

The Association shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments of these Articles shall require the vote of the members representing at least fifty-one percent (51%) of each class of the Association members entitled to vote.

[Signature on following page.]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation this 1 day of MAY, 2007.


William Leet

STATE OF Idaho)
) ss.
County of Blaine)

On this 1st day of MAY, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **William Leet**, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.


Notary Public for Idaho
Residing at Blaine Co. ID
Commission expires FEB 15, 2012

Idaho Department of Water Resources
Southern Region
1341 Fillmore St., Suite 200
Twin Falls, Idaho 83301

RECEIVED

JUN 28 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Re: Baseline Ranch Owners Association

We would like to file this application of the Change of Water Right Ownership with your Department. We are transferring the water rights from William and Mary-Helen Leet to the Baseline Ranch Owners Association. We have enclosed the following documents and information:

1. Deed of Trust for the association members and landowners, with the exception of William Leet, which you already have on file.
2. Plat of Property
3. Names and Addresses of owners

Ketchum Horticulture
P.O. Box 239
Ketchum, Idaho 83340

Jeffrey Lynn
P.O. Box 6160
Ketchum, Idaho 83340

Laurence Thompson
13705 Calle Tacuba
Saratoga, Ca. 95070

William and Mary Leet
3485 Oyster Bay Ave.
Davis, Ca. 95616

4. Dates of Property Acquired: Each different and listed on the Warranty Deeds
5. Former Owner: William Leet (address above)
6. Property Description: Section 6, T.1 S., R19 E., B.M. Blaine County, Idaho Lots 1,2,3, and 4
7. New Owner: Baseline Ranch Owners Association *P.O. Box 762 Sun Valley, Id 83353*
8. Articles of Incorporation for Baseline Ranch Owners Ass.
9. Change of Ownership Application

Please let us know if you need anything else to complete the change of ownership. Thank you for all you help.

Sincerely,



Greg Moss

Baseline Ranch Owners Association

RECEIVED

JUN 28 2007

Recording Requested By and
When Recorded Return to:

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Pioneer 1031 Company
Attn: Jesse Hamilton
8151 W. Rifleman St.
Boise, ID 83704

Instrument # 484463

HAILEY, BLAINE, IDAHO
2003-05-27 02:20:00 No. of Pages: 2
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 6.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

SVT # 02-18382

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPEICAL WARRANTY DEED (this "Deed"), made as of the 19th day of May, 2003, is between PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #2, LLC, an Idaho limited liability company ("Grantor"), and Ketchum Horticulture LLC, an Idaho company ("Grantee"), whose legal address is: P.O. Box 4392, Boise, ID 83704.

WITNESSETH, That Grantor, for and in consideration of One Dollar and NO\100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Blaine, State of Idaho, more particularly described as follows:

Lot 1 of Baseline Subdivision, Blaine County, Idaho, as shown on the official plat thereof, recorded December 1, 2000 as Instrument No. 445570, records of Blaine County, Idaho.

TOGETHER with all and singular the hereditaments and appurtenances there to belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE
ACCOMMODATION TITLEHOLDER #2,
LLC, an Idaho limited liability company

By: ^{Company} Pioneer 1031, Inc., an Idaho
corporation, Member

By: Jesse Hamilton

Name: Jesse Hamilton

Its: Vice-President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 19th day of May, 2003, by Jesse Hamilton as Vice President of Pioneer 1031, Inc., and Idaho corporation, Member of Pioneer Exchange Accommodation Titleholder #2, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

My commission expires: 10/30/2003.

Mary J. Allen
Notary Public



POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: **\$168,000.00**

Policy No. **A60-0508141**

Premium: **\$809.00**

Order No. **02-18382**

Date of Policy: **May 27, 2003 at 2:20 PM**

1. Name of Insured:

KETCHUM HORTICULTURE, LLC

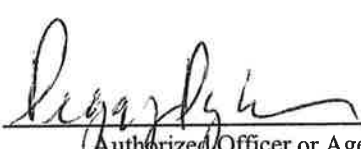
2. The estate or interest in the land described herein and which is covered by this policy is **FEE SIMPLE** and is at Date of Policy vested in:

KETCHUM HORTICULTURE, LLC, an Idaho company

3. The land referred to in this policy is described in the said instrument, is situated in the County of **BLAINE**, State of **IDAHO**, and is identified as follows:

Lot 1 of BASELINE RANCH SUBDIVISION, BLAINE COUNTY, IDAHO, as shown on the official plat thereof, recorded December 1, 2000 as Instrument No. 445570, records of Blaine County, Idaho.

Countersigned: _____


Authorized Officer or Agent

NM 1 PA 10

American Land Title Association Owners Policy

Schedule A

FORM 1190-13

RECEIVED

JUN 28 2007

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DEPT. OF WATER RESOURCES
SOUTHERN REGION

KNEELAND, KORB, COLLIER & LEGG
Post Office Box 249
Ketchum, ID 83340
KKCL File No. 8558

Instrument # 545328

HAILEY, BLAINE, IDAHO

2007-03-06

11:49:00 No. of Pages: 2

Recorded for : KNEELAND, KORB & COLLIER

JOLYNN DRAGE

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: GRANT DEED

(Space above line for Recorder's Use)

GRANT DEED

GRANTOR, B.C. EXCHANGE ACCOMMODATION TITLEHOLDER V, LLC, an Idaho limited liability company, whose current address is Post Office Box 249, Ketchum, ID 83340, for a good and valuable consideration, the receipt whereof is hereby acknowledged, and as part of an IRC §1031 tax deferred exchange, does hereby grant and convey in fee simple unto LAURENCE A. THOMPSON and JOAN C. THOMPSON, husband and wife, whose current address is 13785 Calle Tacuba, Saratoga, CA 95070, as GRANTEE, and to Grantee's assigns forever, all the following described real estate, situated in County of Blaine, State of Idaho, to wit:

Lot 4 of BASELINE RANCH SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded December 1, 2000 as Instrument No. 445570, records of Blaine County, Idaho. ("Replacement Property")

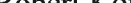
TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

GRANTOR warrants to the GRANTEE, and its successors in title, that GRANTOR has not created or permitted to be created any lien, charge of encumbrance against said real estate which is not shown herein, and GRANTOR covenants that it will defend said premises to the extent of the warranties made herein against the lawful claims of all persons.

Each Grantee taking this property, or any portion thereof, covenant and agree for the Grantee and the Grantee's heirs, executors and assigns, not to challenge any agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within one (1) mile of the property, and that are lawfully occurring, or authorized by any governing agency, as of the date of each deed conveying any right, title, or interest in this property or any portion thereof.

5th day of March, 2007.

GRANTOR: **B. C. EXCHANGE ACCOMMODATION TITLEHOLDER V, LLC**
By: B.C. Exchange Corporation, Its Member

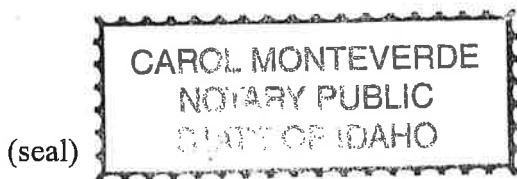
By 
Robert Korb, Its Secretary

ACKNOWLEDGMENT

STATE OF IDAHO)
County of Blaine) ss.

On this 5th day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Korb, known to me to be the Secretary of B.C. Exchange Corporation, the sole member of **B.C. EXCHANGE ACCOMMODATION TITLEHOLDER V, LLC**, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and the said corporation executed the same in said limited liability company name.

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



Carol Monteverde
NOTARY PUBLIC for Idaho
Residing at Hailey Idaho
Commission Expires 08-31-2007

WARRANTY DEED

FOR VALUE RECEIVED

WILLIAM S. LEET AND MARY HELEN LEET, husband and wife

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

JEFFREY LYNN AND LISA LYNN, husband and wife

the grantee(s), whose current address is **PO Box 1239**
Lake Stevens, WA 98258

the following described premises, in **BLAINE COUNTY, IDAHO**, to wit:

Lot 3 of BASELINE RANCH SUBDIVISION, BLAINE COUNTY, IDAHO, as shown on the official plat thereof, recorded December 1, 2000 as Instrument No. 445570, records of Blaine County, Idaho.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantee(s) and their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that they/he/she/it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that they/he/she/it will warrant and defend the same from all lawful claims whatsoever.

Dated: January 2, 2004

William S. Leet

Mary Helen Leet

State of:

California

County of:

Yolo

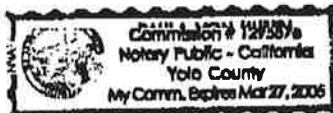
On this 5th day of January, 2004, Before me a Notary Public in and for said State, personally appeared **WILLIAM S. LEET AND MARY HELEN LEET** known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at

DAVIS, CA

Comm. Expires



RECEIVED

JUN 28 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

ESCROW CLOSING INSTRUCTIONS TO SUN VALLEY TITLE COMPANY

Seller herein deposits with you under these instructions the following documents that have been read and approved:

Executed Escrow Closing OR Settlement Statement
 Warranty Deed
 Seller's Affidavit and Indemnity
 IRS 1099-S Substitute OR 1099-S Certification Exemption
 Sale Proceeds Letter (if applicable)

that you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller

\$175,000.00 (ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100),

subject to any charges and/or credits authorized herein; AND

Buyer herewith deposits with you "COLLECTED FUNDS" as required pursuant to escrow closing statements and the following documents that have been read and approved:

Executed Escrow Closing OR Settlement Statement
 Buyer's Affidavit and Indemnity
 Note
 Deed of Trust
 Loan Closing Package

Buyer has deposited \$ 2,000.00 with Windermere Real Estate pursuant to the escrow closing statement.

You are hereby authorized and directed to disburse the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Policy and in the amount (or amounts) as follows:
 Owner's Policy in the amount of \$175,000.00

on the real property described in Title Commitment No. 03-19727, which the undersigned have read and approved, which will show record title vested in:

JEFFREY LYNN AND LISA LYNN, husband and wife

free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provision of such form and exceptions numbered 1, 2, 3, 4, 5, 6, 7, 10, 11, 12 and 13 as set forth in above referenced Title Commitment dated November 4, 2003 @ 8:00 a.m.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements, examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties and your checks and documents will be mailed via regular mail unless otherwise instructed.

All documents have been prepared and completed according to the directions and instructions of the parties hereto, or their authorized attorneys or agents.

2. You are instructed to prorate as of January 6, 2004 the following:
 - A. Taxes based on the last tax statement of the Tax Collector issued prior to the close of escrow in the amount of \$25.54. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
 - B. Levies and assessments of the city and/or associations to be current at close of escrow.
 - C. Insurance (including FHA mortgage insurance, if any)
 - D. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by buyers.
 - E. Rental per rent statement handed you.
 - F. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

THIS PROPERTY MAY BE SUBJECT TO FURTHER ASSESSMENTS WITH RESPECT TO NEW IMPROVEMENTS AND THE FIRST OCCUPANCY THEREOF DURING THE YEAR, WHICH MAY NOT BE INCLUDED ON THE REGULAR ASSESSMENT ROLL AND WHICH ARE A LIEN ON SAID PROPERTY.

NEW OCCUPANCY OWNERS MUST REPORT PROMPTLY TO THE ASSESSOR'S OFFICE TO AVOID ANY PENALTIES.

NEW BUYERS SHOULD CHECK WITH THE ASSESSOR'S OFFICE IMMEDIATELY TO APPLY FOR A HOMEOWNERS EXEMPTION IF THIS IS THEIR PRIMARY RESIDENCE.

3. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to Earnest Money Receipt and Agreement dated September 15, 2003 (and Amendments thereto, if any) previously executed by the parties herein, and that said Earnest Money Receipt and Agreement (and Amendments thereto, if any) is not/are not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow-closing instructions. The parties herein certify that they have complied with all the terms, conditions and agreements of the above mentioned purchase and sale agreement and any amendments thereto, if any.
4. All utility charges (except for city water and/or sewer, if any) will be handled by the principals outside of this escrow.
5. I hereby agree to hold you harmless from the failure of the transfer of water rights to myself regardless of the reason or cause. The transfer of water rights is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.
6. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of ~~any instrument previously recorded shall be handled by the parties outside of this escrow:~~
7. All deposits made by the parties to this escrow shall be deposited by escrow holder in an account designated as "Escrow Trust Account" with any local bank, without any liability for interest unless otherwise instructed. All disbursements shall be made by check of escrow holder drawn on said account. Escrow holder shall not be obligated to identify or to guarantee the signature of any payee on said checks.
- Escrow shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the (earnest money or closing) funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Sun Valley Title Company be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the ~~failure, insolvency or suspension of financial institution.~~
8. Escrow is authorized to accept funds deposited to our account by our broker or agent without further authorization.
9. You are authorized to deduct from seller's proceeds any additional interest due on loan payoff to lender after closing if a loan payoff is being made as a part of the transaction. The parties understand that there may be adjustments on unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
10. These escrow-closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, ~~you shall have the option to hold all matters pending in their then existing claims or to~~ join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled in your satisfaction. Further, you as escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by a party to this escrow and Sun Valley Title Company prevails or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, as provided by law, or the non prevailing party or parties, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. If the conditions of this escrow have not been complied with at the time provided for in these instructions, you are nevertheless to complete this escrow as soon as the conditions (except as to time) have been complied with, unless a written demand for the return of money and/or instruments by a party to this escrow is received by you prior to the (recording/delivery) of any instrument provided for in these instructions.
13. Escrow holder shall not be held liable for sufficiency or correctness as to form, manner or execution or validity of any document deposited into escrow, nor as to the identity, authority, or rights of any person executing them, nor for failure of any party to this escrow to comply with any of the provisions of any agreement, contract or other instrument filed or referred to in these instructions.

14. The knowledge of escrow holder of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to the responsibility of escrow holder under these instructions. Escrow holder shall not be obligated to make any physical examination of any real or personal property described in any document deposited into escrow. The parties agree escrow holder is not making any representations whatsoever regarding this property.
15. The undersigned agrees to indemnify and hold escrow holder harmless by reason of any misrepresentation or omission by the undersigned or their respective agents or the failure of the undersigned to this escrow to comply with the rules and/or regulations of any government agency, state, federal, county, municipal or otherwise.

The parties acknowledge that Sun Valley Title Company has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. The Buyer acknowledges receipt of the disclosures required from the Seller and/or agent outside of closing. And by this statement Sun Valley Title Company has recommended that the parties obtain legal advice as to the operation of this law. We further understand and acknowledge that any compliance with the Act was done outside of escrow.

AT THE CLOSE OF THIS TRANSACTION, SELLER AUTHORIZES SUN VALLEY TITLE COMPANY TO DISBURSE THE COMMISSIONS AS STATED ON THE CLOSING STATEMENT.

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that SUN VALLEY TITLE CO, INC. (hereinafter referred to as SVT) is not licensed to practice law and no legal advice has been offered by SVT or any of its employees. We have been further informed that SVT is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

Jeffrey Lynn

William S. Leet

Lisa Lynn

Mary Helen Leet

14. The knowledge of escrow holder of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to the responsibility of escrow holder under these instructions. Escrow holder shall not be obligated to make any physical inspection of legal or personal property described in any document deposited in escrow. The escrow holder is not making any representations whatsoever regarding this property.
15. The undersigned agrees to indemnify and hold escrow holder harmless by reason of any misrepresentation or omission by the undersigned or their respective agents or the failure of the undersigned to this escrow to comply with the rules and/or regulations of any government agency, state, federal, county, municipal or otherwise.

The parties acknowledge that Sun Valley Title Company has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. The Buyer acknowledges receipt of the disclosures required from the Seller and/or agent outside of closing. And by this statement Sun Valley Title Company has recommended that the parties obtain legal advice as to the operation of this law. We further understand and acknowledge that any compliance with the Act was done outside of escrow.

AT THE CLOSE OF THIS TRANSACTION, SELLER AUTHORIZES SUN VALLEY TITLE COMPANY TO DISBURSE THE COMMISSIONS AS STATED ON THE CLOSING STATEMENT.

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

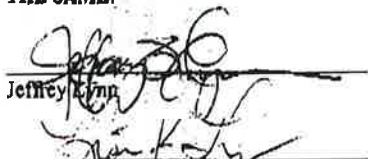
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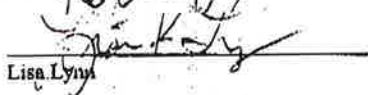
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We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.


Jeffrey Lynn


Lisa Lynn

William S. Leet

Mary Helen Leet

BUYER AFFIDAVIT OF TITLE AND INDEMNITY

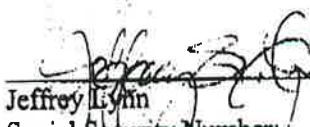
Sun Valley Title Co. Order No. 03-19727

To the best of my knowledge, the undersigned does (do) hereby declare under penalty of perjury that:

- (1) subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or federal tax liens recorded in Blaine County, Idaho, or any liens in favor of the State of Idaho filed in the Office of the Idaho Secretary of State against the undersigned and no petition in bankruptcy has been filed except;
- (2) the number shown below is the correct tax payer identification number of the undersigned

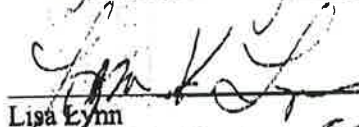
The undersigned does (do) hereby agree to indemnify and save harmless Sun Valley Title Company and Commonwealth Land Title from any loss or damage under a policy of title insurance which loss or damage has occurred from the issuance of title insurance in reliance upon the accuracy of the foregoing statements.

Dated: January 2, 2004


Jeffrey Lynn

Social Security Number:

539-62-4604


Lisa Lynn

Social Security Number:

535-66-4274

11/29/2006

NOTICE OF ERROR
REPLY

RECEIVED

JAN 04 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: 12/15/2006

Water right number: 37-577BB

MARY HELEN LEET
3485 OYSTER BAY AVE
DAVIS CA 95616

WILLIAM S LEET
3485 OYSTER BAY AVE
DAVIS CA 95616

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

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

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

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

DATE: 12/27/06 SIGNATURE: [Signature]

Please print your name: WILLIAM S. LEET

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

RECEIVED
JAN 09 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

SCANNED
JAN 04 2007

11/28/2006

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

RIGHT NUMBER: 37-577BB

NAME AND ADDRESS: KETCHUM HORTICULTURE LLC
PO BOX 239
KETCHUM ID 83340

JEFFREY LYNN
PO BOX 6160
KETCHUM ID 83340

LISA LYNN
PO BOX 6160
KETCHUM ID 83340

DAVID MURPHY
PO BOX 297
BELLEVUE ID 83313

MARY HELEN LEET
3485 OYSTER BAY AVE
DAVIS CA 95616

WILLIAM S LEET
3485 OYSTER BAY AVE
DAVIS CA 95616

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER

QUANTITY: 0.480 CFS

Total rate of diversion includes 0.03 cfs charged for channel loss. The right is limited to 0.45 cfs at the point of redirection.

PRIORITY DATE: 03/24/1883

POINT OF DIVERSION:

T01N R18E S12 NWSESW Within BLAINE County

T01N R18E S25 NWSESW Rediversion Within BLAINE County

This right is measured and administered at the point of redirection.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.450 CFS
MITIGATION	04/15 10/31	0.030 CFS

Mitigation Use is water charged to channel loss.

PLACE OF USE:

IRRIGATION in BLAINE County

T01S R19E S06 Lot 3 SENW	17.00	T01S R19E S06	NESW	40.00
T01S R19E S06	SESW	40.00		

MITIGATION same as IRRIGATION

97 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 97 acres in a single irrigation season. Combined Right Nos.: 37-433E, 37-434E, 37-435E, 37-436F, 37-577BN and 37-577BB.

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

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

Use of this right is combined with water from Base Line Canal Co.

This claim represents a portion of water right No. 37-577 (37-30021).



Idaho Department of Water Resources

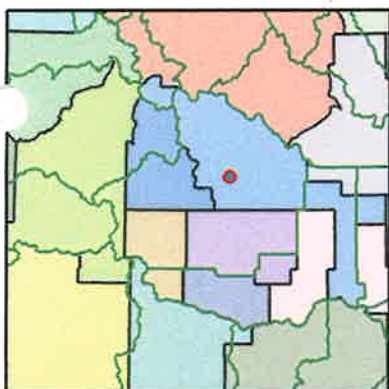
SRBA Recommendation:

37-577BB

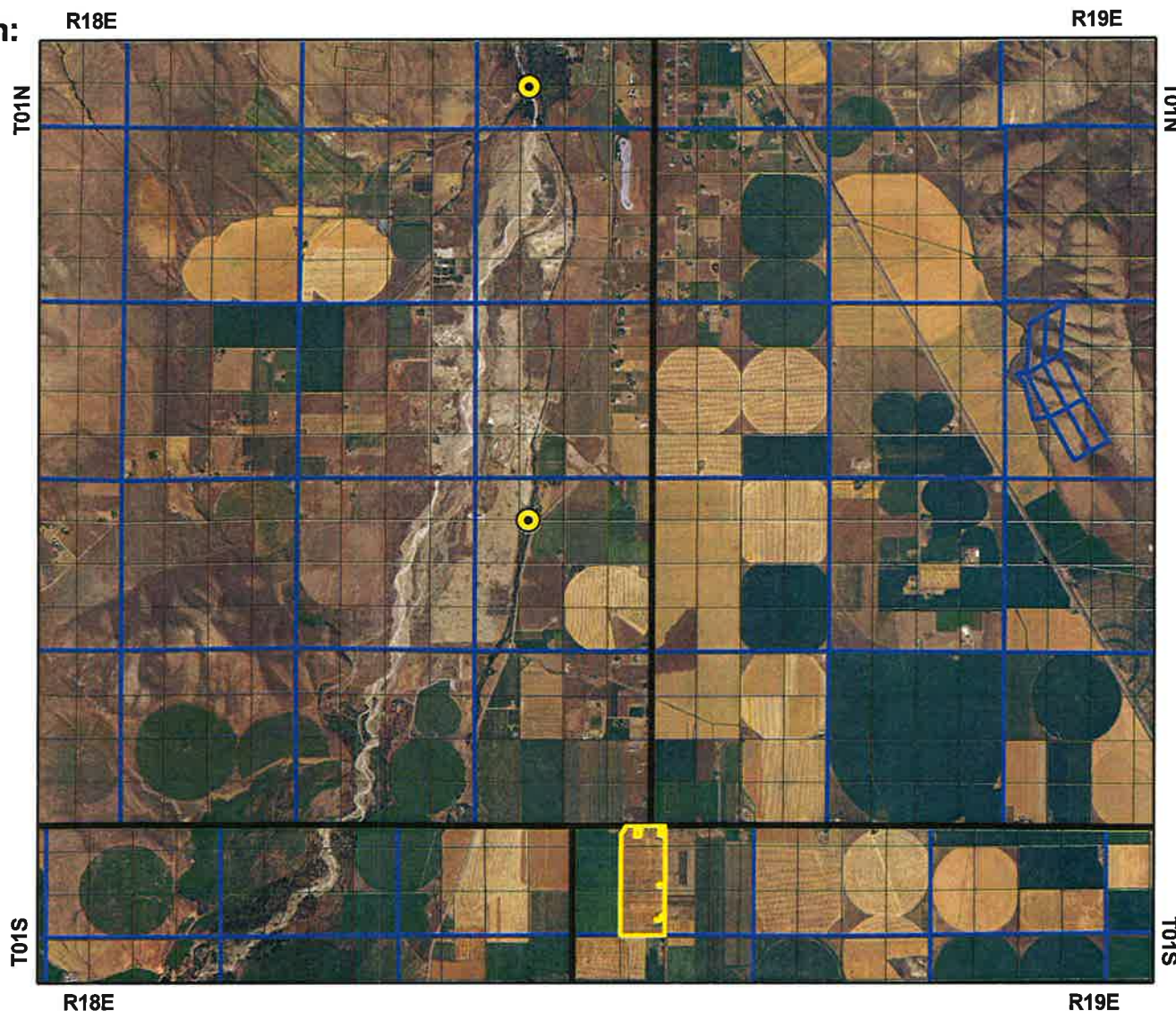
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



0 2 4 Miles

Owner: Mary Helen Leet

NOTE: Only one owner is listed. There may or may not be more than this in the IDWR database.

Prepared by A. Merritt
On Wednesday, November 22, 2006
2004 Aerial Photography

Water Right Report 37-30021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLYDE W BALDWIN 3 SCHOESSLER LN BELLEVUE, ID 83313
Original Owner	W T RILEY ID

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

Location of Point(s) of Diversion

BIG WOOD RIVER BLAINE County	SW1/4SW1/4	Sec. 25, Twp 01N, Rge 18E, B.M.
BIG WOOD RIVER BLAINE County	SE1/4SW1/4	Sec. 12, Twp 01N, Rge 18E, B.M.

[illegible]

Conditions of Approval:

1. Total rate of diversion includes 0.03 cfs charged for channel loss.
2. 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.
3. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.
4. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 37-30021

Remarks:Comments:

1. SKAGGS 1/10/1994 PREVIOUS NUMBER

Comment: This right was previously numbered 37-00577BB. TRANS. #3330 Trans. #3330

Dates and Other Information:

Licensed Date:
Decreed Date: 6/27/1925
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant: Wood River Land Co
Decree Plaintiff: Martin Albrethsen
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

AUG 3 1999

Department of Water Resources
Southern Region

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 6, 1999

JAMES A BALDWIN
PO BOX 3341
HAILEY ID 83333-3341

8-12-99
8/12/99 MSO,
sp

Re: Snake River Basin Adjudication (SRBA)
Water Rights #37-11712, 37-12553, A37-00433E A37-00434E,
A37-00435E, A37-00436F, A37-00577BN & A37-00577BB
Change of Address

Dear Water Right Holder:

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

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by July 19, 1999. Thank you for your help.

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

If there has been a change in ownership of the property connected with the water right referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right record.

Sincerely,

Sally

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

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

Claimant Signature

Telephone No.



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

November 2, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Kim Johnson
Galena Engineering
680 Second Avenue North
P.O. Box 425
Ketchum, ID 83340

Dear Ms. Johnson:

You recently inquired about water rights and other information, or concerns, that The Idaho Department of Water Resources may have regarding the proposed Baseline Ranch Subdivision. The proposed subdivision is to be located in part of Section 06, Township 01 South, Range 19 East, about seven miles south of Bellevue. Upon review, IDWR would like to make the following comments for your consideration.

Examination of the Department's records indicate that the following Snake River Basin Adjudication claims have been filed on the property involved with the proposed subdivision.

A37-00433E A37-00434E A37-00435E A37-00436F
A37-00577BB A3700577BN A37-11712

I have included copies of proof reports of these records for your reference. These proof reports summarize the information regarding each of these particular claims. It should be emphasized that these are **claims** and may or may not reflect an actual water right. Ultimately, the extent of the validity of these claims will be determined in the ongoing Snake River Basin Adjudication, and eventually settled by the Snake River Basin Adjudication court.

It also appeared that the Baseline Canal Company may have water rights that are involved with the property where the proposed subdivision is to be located. I examined the Department's records and could find no recorded well logs for any wells located on the property.

November 2, 1998
PAGE 2

Preliminary plans for the Baseline Ranch Subdivision indicate that it will consist of four lots, with each lot having its own individual well to supply domestic water. The use of each individual well will have to fall under the §42-111, IDAHO CODE, "domestic use" definition. This would enable each lot owner to irrigate one half acre of land in connection with a household, if the total use is not in excess of 13,000 gallons per day.

It should also be noted that any new wells drilled must comply with the drilling permit requirements of §42-235, IDAHO CODE, and are subject to the Department's well construction standards (IDAPA 37, Title 03, chapter 09).

Apparently, surface water rights are planned to be used to supply irrigation water for the proposed subdivision. If any modifications to existing water rights are planned, they must be accomplished via the transfer process outlined in §42-222, IDAHO CODE. In the transfer process the Department can not allow an expansion in use of the rate of diversion, annual diversion volume, or consumptive use volume of the existing right.

The Department is required to be notified of any change in ownership of water rights, or claims to water rights, pursuant to §42-248 and §42-1409(6), IDAHO CODE. If the ownership of any of the water rights involved with the proposed subdivision changes, or has changed, the appropriate change of ownership forms and documents must be filed with this Department.

If you have any questions, or need any further assistance, feel free to contact this office at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Corey Skinner".

Corey Skinner, EIT
Dam Safety Section

Enclosures