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APR 13 2011

DEPARTMENT OF
WATER RESOURCES

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Change of Water Right Ownership

Owners: Donald E. Betzold and Andrea S. Betzold and/or

Mackay Bar Guest Ranch

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
77-4045	Yes ☐		Yes ☐		Yes ☐
77-2088 ^{Disallowed} _{SPLIT}	Yes ☐		Yes ☐		Yes ☐
77-14277	Yes ☐		Yes ☐		Yes ☐
77-4049	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: CAMERON, KEN AND ANNEA AND OR MACKAY BAR RANCH LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DONALD E. BETZOLD AND ANNEA S. BETZOLD
Name of each new owner as listed on the conveyance document

MACKAY BAR GUEST RANCH
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or

100 BROWNLEE ROAD P.O. BOX 296
Mailing address

HORSESHOE BEND ID 83629
City State ZIP

208-713-2934 dbetzold@frontier-net.net
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 12/13/2010

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 77-4045

7. Signature: Donald E. Betzold President 4-10-2011
Signature of new owner/claimant Title, if applicable Date

Signature: Annea S. Betzold V-P 4-10-11
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SR7 Date 4/13/2011 Receipt No. C092864 Receipt Amt. \$100-
Approved by _____ Processed by ER Date 4/28/15 Refund \$25

Mackay Bar Guest Ranch Area

**Propane Storage
Area**



Main Salmon River

**Nez Perce
National Forest**

HES 537

**Mackay Bar
Ranch**

*Wild and Scenic
River Boundary*

Approx. Water Line

**Frank Church RONR
Wilderness Boundary**

Place of Use

Point of Diversion

ID/WHO CO.

Spring

Frank Church Wilderness

**Payette
National Forest**

**Township 24 North, Range 8
East, B.M.**

Section 32 Unsurveyed

N



476163

Instrument # 476163

IDAHO COUNTY, IDAHO,

12-13-2010 02:36:03 No. of Pages: 8

Recorded for : INLAND TITLE

ROSE E. GEHRING

Ex-Officio Recorder Deputy

Fee: 31.00

COPY
WARRANTY DEED

GRANTOR, KENNETH R. CAMERON and ANDREA M. CAMERON, husband and wife, and MACKAY BAR RANCH LLC, an Idaho limited liability company, of HC 83 Box 8010, Cascade, ID 83611, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to DONALD E. BETZOLD and ANDREA S. BETZOLD, husband and wife, of 100 Brownlee Road, Horseshoe Bend, ID 83629, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. Taxes for the year 2010 are an accruing lien not yet due or payable.

2. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, including, but not limited to the right of use of access roads and aircraft and boat landing facilities disclosed by the recorded PLAT of said subdivision, recorded January 10, 1961 as Instrument Number 204138, and ORDER PARTIALLY VACATING SUBDIVISION recorded August 22, 1994 as Instrument Number 376087, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42USC 3604(c).

3. Building restrictions and the right to park aircraft along the northerly boundary of Lot 22, Tract No. 1 of Mackay Bar Subdivision, as set forth in Warranty Deed recorded January 7, 1963 as Instrument Number 210966 in Book 98 of Deeds at page 277.

4. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Surveys noted below, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin

1 to the extent such covenants, conditions or restrictions
2 violate 42 USC 3604(c).

Record of Surveys:

3 recorded February 19, 1974 as Instrument Number 252880;

4 recorded March 24, 1993 as Instrument Number 367928;

5 recorded February 7, 1994 as Instrument Number 372750;

6 recorded October 3, 1996 as Instrument Number 389415;

7 recorded July 12, 2007 as Instrument Number 455995;

8 recorded July 12, 2007 as Instrument Number 455996;

9 recorded July 12, 2007 as Instrument Number 455997;

10 recorded July 12, 2007 as Instrument Number 455998;

11 recorded December 12, 2007 as Instrument Number 458658.

12 5. Covenants, Conditions and Restrictions in REGULATIONS AND
13 RESTRICTIONS for Mackay Bar Subdivision recorded August 8,
14 1983 as Instrument Number 307222, amended by REGULATIONS AND
15 RESTRICTIONS for Mackay Bar Subdivision recorded February 24,
16 1986 as Instrument Number 325143, and AFFIDAVIT RESPECTING
17 TITLE TO REAL PROPERTY recorded September 24, 1986 as
18 Instrument Number 329746, but omitting any covenant, condition
19 or restriction based on race, color, religion, sex, handicap,
20 familial status, or national origin to the extent that such
21 covenants, conditions or restrictions violate 42 USC 3604(c).

22 6. EASEMENT for existing improvements encroaching onto the
23 subject property adjacent to the Southeast property line of
24 Lot 12 of Tract No. 1, Mackay Bar Subdivision, recorded April
25 22, 1985 as Instrument Number 319430.

26 7. EASEMENT FOR INGRESS AND EGRESS recorded December 18, 1986
27 as Instrument Number 332572.

28 8. EASEMENT for encroachment of existing structures onto
adjoining property adjacent to the Southeast property line of
Lot 16 of Tract No. 1, Mackay Bar Subdivision, recorded
February 8, 1993 as Instrument Number 367391.

9. Reservations, covenants and restrictions in United States
Patent, recorded April 4, 1994 as Instrument Number 373565.

10. NATIONAL WILD AND SCENIC RIVERS SYSTEM RESERVED INTEREST
DEED to the UNITED STATES OF AMERICA recorded October 12, 1994
as Instrument Number 376913.

11. NATIONAL WILD AND SCENIC RIVERS SYSTEM RESERVED INTEREST
DEED to the UNITED STATES OF AMERICA recorded October 12, 1994
as Instrument Number 376914.

12. RIGHT OF WAY EASEMENT for access, recorded December 10,
1998 as Instrument Number 0403561.

1 13. DECLARATION OF BEACH AND ROAD ACCESS EASEMENT recorded
2 September 11, 2006 as Instrument Number 450842.

3 14. Reservations regarding water rights in Special Warranty
4 Deed recorded September 11, 2006 as Instrument Number 450843.

5 15. GARDEN AREA EASEMENT AGREEMENT recorded September 11, 2006
6 as Instrument Number 450844.

7 16. ROAD CROSS ACCESS EASEMENT AGREEMENT recorded September
8 11, 2006 as Instrument Number 450846.

9 17. MACKAY CREEK AGREEMENT AND EASEMENT recorded September 11,
10 2006 as Instrument Number 450847, and FIRST AMENDMENT TO
11 MACKAY CREEK AGREEMENT AND EASEMENT recorded December 12, 2007
12 as Instrument Number 458681.

13 18. SPRING AGREEMENT AND EASEMENT recorded September 11, 2006
14 as Instrument Number 450848, and FIRST AMENDMENT TO SPRING
15 AGREEMENT AND EASEMENT recorded December 12, 2007 as
16 Instrument Number 458682.

17 19. SEPTIC AND SOLAR EASEMENT AGREEMENT recorded September 11,
18 2006 as Instrument Number 450849.

19 20. Subject to reservations and the terms and conditions of
20 Transfer and Assignment Agreement in WARRANTY DEED recorded
21 December 12, 2007 as Instrument Number 458676.

22 21. AIRSTRIP EASEMENT AGREEMENT recorded December 12, 2007 as
23 Instrument Number 458677.

24 22. MEADOW SEPTIC AND WELL EASEMENT recorded December 12, 2007
25 as Instrument Number 458678.

26 23. MEMORANDUM OF AGREEMENT recorded December 12, 2007 as
27 Instrument Number 458680.

28 24. POWER LINE EASEMENT AGREEMENT recorded December 12, 2007
as Instrument Number 458683.

25 25. EASEMENT AGREEMENT to the Mackay Bar Homeowners
26 Association, Inc., recorded May 20, 2009 as Instrument Number
27 466781.

28 26. Any claim arising from the difference in the mean high
water line of the Salmon River and the meander line as shown
by the Original Government Survey, and also excepting any
accretion or avulsion changes of the ordinary high water line.

1 TO HAVE AND TO HOLD the said premises, with their
2 appurtenances, unto the said Grantees, their heirs and assigns
3 forever. And the said Grantors do hereby covenant to and with the
4 said Grantees that they are the owners in fee simple of said
5 premises; that they are free from all encumbrances, and that they
6 will warrant and defend the same from all lawful claims whatsoever,
7 except general taxes for the year 2010, and easements,
8 reservations, restrictions and rights-of-way of record or in use.

9 Except as otherwise expressly provided in this instrument,
10 GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the
11 Idaho Code, that in the event GRANTORS shall have permitted or
12 suffered at any time prior to the making of this instrument, any
13 person or entity to possess, use or occupy the above-described
14 premises, or any portion thereof, for any purpose, with or without
15 the knowledge of GRANTORS, it was not the intent of GRANTORS, by
16 permitting or suffering such possession, use or occupation, to
17 thereby define property boundaries or ownership thereof.

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

21 IN WITNESS WHEREOF, Grantors have hereunto subscribed their
22 names to this instrument this 10th day of December, 2010.

23 Kenneth R. Cameron
24 KENNETH R. CAMERON

25 Andrea M. Cameron
26 ANDREA M. CAMERON

27 MACKAY BAR RANCH LLC

COPY

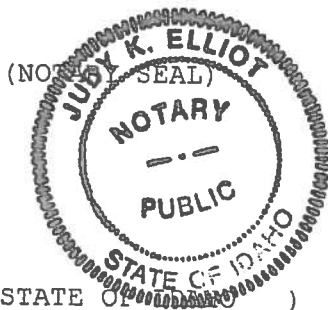
28 BY: Kenneth R. Cameron
KENNETH R. CAMERON, Manager

BY: Andrea M. Cameron
ANDREA M. CAMERON, Manager

1 STATE OF IDAHO)
2 County of Idaho)
ss.

3 On this 10th day of December, 2010, before me,
4 Judy K Elliot, a Notary for the said County and
5 State, personally appeared KENNETH R. CAMERON and ANDREA M.
6 CAMERON, ~~husband and wife~~ ^{JKE}, known or identified to me to be the
7 persons whose names are subscribed to the within instrument, and
8 they acknowledged to me that they freely executed the same and that
9 the statements therein contained are true.

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

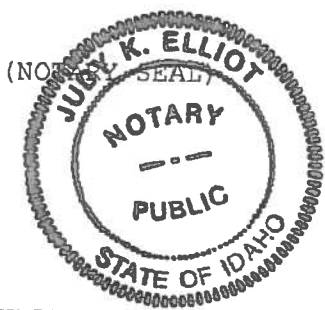


17 Judy K Elliot
18 Notary Public for State of Idaho.
19 Residing at Grangeville, therein.
20 My commission expires on
21 3-26, 2016.

22 STATE OF ~~Idaho~~)
23 ss.
24 County of Idaho)

25 On this 10th day of December, 2010, before me,
26 Judy K Elliot, a Notary for the said County and
27 State, personally appeared KENNETH R. CAMERON and ANDREA M.
28 CAMERON, Managers of Mackay Bar Ranch LLC, known or identified to
me to be the persons whose names are subscribed to the within
instrument, and they acknowledged to me that they freely executed
the same and that the statements therein contained are true.

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



Judy K Elliot
Notary Public for State of Idaho.
Residing at Grangeville, therein.
My commission expires on
3-26, 2016.

EXHIBIT A

PARCEL 1:

Lots 1 and 2 in Tract No. 1, Mackay Bar Subdivision, Idaho County, Idaho, according to the recorded plat thereof.

AND

A parcel of land lying in approximately Section 32, unsurveyed Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, and being a portion of H.E.S. 537, also known as Salmon River Sportsman's Camps, Inc., Mackay Bar Subdivision, recorded as Instrument Number 204138, in Book 3 at Page 6, records of Idaho County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking Corner No. 1 of said H.E.S. No. 537, which is also Corner No. 2 of Tract 37, said corner also marking a point along the easterly meander line of the Salmon River and lying in approximate said Section 32, said Brass Cap bears S.68°49'31"W., 698.54 feet (formerly S.68°49'W. 698.94 feet) from a found Brass Cap marking Corner No. 6 of said H.E.S. No. 537, said Brass Cap also bears S.06°56'44"W., 2172.52 feet from a found Brass Cap marking Corner No. 2 of said H.E.S. No. 537, said Brass Cap also marking the REAL POINT OF BEGINNING;

Thence along the said easterly meander line of the Salmon River the following courses and distances:

N.24°53'37"W., 319.93 feet (formerly N.25°06'W., 320.10 feet) to a point;

Thence N.11°21'04"E., 639.32 feet (formerly N.11°10'E., 638.22 feet) to a point;

Thence N.13°45'45"E., 745.86 feet (formerly N.13°35'E., 742.50 feet) to a point;

Thence N.08°33'19"E., 457.43 feet (formerly N.08°32'E., 456.72 feet) to a point;

Thence N.22°33'15"E., 67.97 feet (formerly N.22°02'E., 67.98 feet) to found Brass Cap marking said Corner No. 2 of H.E.S. No. 537;

Thence leaving the said easterly meander line of the Salmon River, S.83°46'30"E. (formerly S.83°51'E.) 285.21 feet to a set ½ inch iron pin;

Thence S.49°43'51"W., 139.62 feet to a set ½ inch iron pin;

Thence S.43°09'25"W., 85.35 feet to a set ½ inch iron pin;

Thence S.24°22'06"W., 284.75 feet to a set ½ inch iron pin;

Thence S.10°12'30"E., 101.21 feet to a set ½ inch iron pin;

Thence S.36°06'51"E., 153.52 feet to a set ½ inch iron pin lying along the northerly right of way of an existing 10 foot wide roadway easement, as recorded under Instrument Numbers 450842 and 450846, records of Idaho County, Idaho, and also marking a point of curve to the right;

Thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

Along said curve to the right a distance of 100.00 feet, said curve having a delta of 28°48'44", a radius of 198.86 feet, tangents of 51.08 feet and a long chord of 98.95 feet which bears S.22°22'00"E., to a set ½ inch iron pin marking a point of reverse curve to the left;

Thence along said reverse curve to the left a distance of 193.02 feet, said curve having a delta of 15°13'03", a radius of 726.74 feet, tangents of 97.08 feet and a long chord of 192.45 feet which bears S.15°34'09"E., to a set ½ inch iron pin marking a point of reverse curve to the right;

Thence along said reverse curve to the right a distance of 60.96 feet, said curve having a delta of 13°01'47", a radius of 268.04 feet, tangents of 30.61 feet and a long chord of 60.82 feet which bears S.16°39'47"E., to a set ½ inch iron pin marking the point of ending of said curve;

Thence N.71°45'29"E., 40.59 feet, leaving said northerly right of way of the existing 10 foot wide roadway

easement to a set ½ inch iron pin;

Thence S.06°39'40"W., 200.08 feet to a set ½ inch iron pin lying along the said northerly right of way of the existing 10 foot wide roadway easement;

Thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

S.08°32'01"W., 52.17 feet to a set ½ inch iron pin marking a point of curve to the left;

Thence along said curve to the left a distance of 19.10 feet, said curve having a delta of 8°33'37", a radius of 127.82 feet, tangents of 9.57 feet and a long chord of 19.08 feet which bears S.04°15'13"W., to the point of ending of said curve;

Thence S.00°04'40"E., 62.40 feet to a set ½ inch iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 140.13 feet, said curve having a delta of 22°54'53", a radius of 350.38 feet, tangents of 71.01 feet and a long chord of 139.20 feet which bears S.11°22'47"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.22°50'13"W., 36.36 feet to a set ½ inch iron pin marking a point of curve to the left;

Thence along said curve to the left a distance of 29.27 feet, said curve having a delta of 7°49'52", a radius of 214.15 feet, tangents of 14.66 feet and a long chord of 29.25 feet which bears S.18°56'15"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.15°00'21"W., 9.93 feet to a point;

Thence S.10°43'31"W., 7.75 feet to a set ½ inch iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 40.51 feet, said curve having a delta of 6°15'43", a radius of 370.63 feet, tangents of 20.27 feet and a long chord of 40.49 feet which bears S.13°51'22"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.16°59'14"W., 33.42 feet to a set ½ inch iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 80.90 feet, said curve having a delta of 17°20'02", a radius of 267.41 feet, tangents of 40.76 feet and a long chord of 80.59 feet which bears S.25°39'15"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.34°19'16"W., 26.23 feet to a set ½ inch iron pin marking a point of curve to the left;

Thence along said curve to the left a distance of 97.88 feet, said curve having a delta of 15°23'08", a radius of 364.52 feet, tangents of 49.24 feet and a long chord of 97.59 feet which bears S.26°37'42"W., to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.18°54'33"W., 63.84 feet to a set ½ inch iron pin marking a point of curve to the left;

Thence along said curve to the left a distance of 38.19 feet, said curve having a delta of 17°15'36", a radius of 126.78 feet, tangents of 19.24 feet and a long chord of 38.05 feet which bears S.10°16'44"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.01°38'56"W. 10.67 feet to a set ½ inch iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 71.07 feet, said curve having a delta of 25°36'18", a radius of 159.02 feet, tangents of 36.14 feet and a long chord of 70.48 feet which bears S.14°27'05"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.27°15'14"W., 46.58 feet to a set ½ inch iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 17.47 feet, said curve having a delta of 7°54'27", a radius of 126.61 feet, tangents of 8.75 feet and a long chord of 17.46 feet which bears S.31°12'28"W. to a set ½ inch iron pin marking the point of ending of said curve;

Thence S.70°58'07"E., 60.11 feet to a found Brass Cap marking Corner No. 1 of said Tract 37;

Thence S.68°49'31"W. (formerly S.68°49'W.) 320.00 feet to the POINT OF BEGINNING.

LESS a parcel of land being all of Lots 1 through Lot 22, in Tract 1 of Salmon River Sportsmans' Camps, Inc. Mackay Bar Subdivision (known as the Mackay Bar Subdivision), according to the recorded plat thereof, recorded as Instrument Number 204138, in Book 3 of Plats at Page 6, records of Idaho County, Idaho and lying in approximate Section 32, unsurveyed Township 24 North, Range 8 East, Boise Meridian, said parcel being

more particularly described as follows:

Commencing at a found Brass Cap marking Corner No. 1 of H.E.S. No. 537 which is also Corner No. 2 of Tract 37, both lying in approximate Section 32, unsurveyed Township 24 North, Range 8 East, Boise Meridian, said Brass Cap bears S.68°49'31"W., 698.54 feet (former S.68°49'W. 698.94 feet) from a found Brass Cap marking Corner No. 6 of said H.E.S. No. 537, said Brass Cap also bears S.06°56'44"W., 2172.52 feet from a found Brass Cap marking Corner No. 2 of said H.E.S. No. 537;

Thence N.68°49'31"E (formerly N.68°49'E.) 320.00 feet to a found Brass Cap marking Corner No. 1 of said Tract 37;

Thence N.70°58'07"W. 92.59 feet to a found ½ inch iron pin marking the SE Corner of said Lot 1, Salmon River Sportsman's Camps Inc. (known as the Mackay Bar Subdivision) said pin also marking the REAL POINT OF BEGINNING;

Thence N.68°13'24"W., 59.94 feet along the southerly boundary of said Lot 1, to a found ½ inch iron pin marking the SW Corner of said Lot 1;

Thence along the westerly boundary of said Lots 1 through 22, the following courses and distances:

N.21°45'48"E., 359.84 feet to a found ½ inch iron pin marking the SW Corner of said Lot 7;

Thence N.14°05'38"E., 473.16 feet to a set ½ inch iron pin marking the SW Corner of said Lot 15;

Thence N.09°32'25"W., 480.00 feet to a found ½ inch iron pin marking the NW Corner of said Lot 22;

Thence leaving the said westerly boundary of Lots 1 through 22, Salmon River Sportsman's Camps, Inc. Mackay Bar Subdivision (known as the Mackay Bar Subdivision), N.80°29'12"E., 60.00 feet along the northerly boundary of said Lot 22, to a found ½ inch iron pin marking the NE Corner of said Lot 22;

Thence along the easterly boundary of said Lots 1 through 22, the following courses and distances:

S.09°32'25"E., 479.80 feet to a found ½ inch iron pin marking the SE Corner of said Lot 15;

Thence S.13°35'11"W., 505.23 feet to a found ½ inch iron pin marking the SE Corner of said Lot 7;

Thence S.21°45'22"W., 360.00 feet to the POINT OF BEGINNING.

PARCEL 2:

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (unsurveyed): Tract No. 37, shown on a Record of Survey, S-885 recorded February 7, 1994 as Instrument Number 372750, more particularly described as follows:

BEGINNING at Corner No. 1 of Tract 37;

Thence S.68°46'W., 4.84 chains to Corner No. 2;

Thence N.74°11'W., 0.87 chains to Corner No. 3;

Thence along the Easterly meander line of the Salmon River the following courses and distances:

S.15°49'W., 1.92 chains;

S.00°20'W., 2.74 chains;

S.44°31'W., 2.90 chains to Corner No. 4;

S.82°45'E., 11.35 chains to Corner No. 5;

Thence leaving the said Easterly meander line of the Salmon River N.19°12'W., 10.16 chains to Corner No. 1, the PLACE OF BEGINNING.

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

4/7/2011

WATER RIGHT NO. 77-14277

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MACKAY BAR RANCH LLC C/O KEN AND ANDREA CAMERON HC 83 BOX 8010 CASCADE, ID 83611 (888)207-1132
Directors Report Owner	MACKAY BAR CORP PO BOX 7968 BOISE, ID 83707 (208)344-9904
Original Owner	SALMON RIVER PLACER CO BOISE, ID

Priority Date: 11/03/1943

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MACKAY CREEK	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	10/31	0.18 CFS	
POWER	01/01	12/31	0.63 CFS	
Total Diversion			0.63 CFS	

Location of Point(s) of Diversion:

MACKAY CREEK	NWNE	Sec. 32	Township 24N	Range 08E	IDAHO County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION IDAHO County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
24N	08E	32		NENW	1		SWNW	0.5		SENW	10			
				NESW	1.4		NWSW	1.2						

Place of Use Legal Description: POWER IDAHO County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
24N	08E	32		SENW										

Total Acres: 14.1

Conditions of Approval:

1.		This right is a split from former right 77-2088.
2.	C18	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.
3.	J02	Property is known as Tract 37 and part of Homestead Entry Survey No. 537.
4.		This right when combined with other rights is limited to 0.02 cfs per acre at the field headgate.
5.	E55	Right Nos. 77-14277, 77-4045 and 77-4049 are limited to the irrigation of a combined total of 14.1 acres in a single irrigation season.

Dates:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

4/7/2011

WATER RIGHT NO. 77-14277

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MACKAY BAR RANCH LLC C/O KEN AND ANDREA CAMERON HC 83 BOX 8010 CASCADE, ID 83611 (888)207-1132
Directors Report Owner	MACKAY BAR CORP PO BOX 7968 BOISE, ID 83707 (208)344-9904
Original Owner	SALMON RIVER PLACER CO BOISE, ID

Priority Date: 11/03/1943

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MACKAY CREEK	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	1 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

MACKAY CREEK	SENW	Sec. 32	Township 24N	Range 08E	IDAHO County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION IDAHO County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
24N	08E	32			50									

Place of Use Legal Description:DOMESTIC same as IRRIGATION

Total Acres: 50

Conditions of Approval:

1.	P/U IS H.E.S. #537 IN S32, T24N, R8E. AC. IRR. = 50.
2.	This right is a split from former right 77-2088 .

Dates:
Licensed Date:
Claim Received Date:
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number:
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

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

4/7/2011

WATER RIGHT NO. 77-4045

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ANDREA M CAMERON
Current Owner	KENNETH R CAMERON HC 83 BOX 8010 CASCADE, ID 83611 (888)207-1132
Original Owner	MACKAY BAR CORP PO BOX 7968 BOISE, ID 83707 (208)344-9904

Priority Date: 02/28/1917

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
MACKAY SPRING	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.5 CFS	
COMMERCIAL	1/01	12/31	0.5 CFS	
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

MACKAY SPRING	NESE	Sec. 32	Township 24N	Range 08E	IDAHO County
---------------	------	---------	--------------	-----------	--------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION IDAHO County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
24N	08E	32			5									

Place of Use Legal Description:COMMERCIAL same as IRRIGATION

Total Acres: 5

Conditions of Approval:

1. P/D & P/U INCOMPLETE. UNSURVEYED AREA DESCRIBED BY H.E.S. NO. 537. AC. IRR. = 5.

Dates:

Licensed Date:

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

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

Close

458676

When recorded, please return to:

Givens Pursley LLP
Attention: Jeremy G. Ladle
601 West Bannock Street
Boise, Idaho 83702

Instrument # 458676

IDAHO COUNTY, IDAHO,

2007-12-12

04:02:16 No. of Pages: 14

Recorded for : IDAHO COUNTY TITLE COMPANY

ROSE E. GEHRING

Ex-Officio Recorder Deputy

Fee: 42.00

Bobrin

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MACKAY BAR CORPORATION, an Idaho corporation (the "Grantor"), whose address is P.O. Box 7968, 380 E. Parkcenter Blvd., Ste. 230, Boise, Idaho 83707, does hereby grant, bargain, sell, and convey unto KENNETH R. CAMERON and ANDREA M. CAMERON, husband and wife, whose address is HC 83, Box 8010, Cascade, Idaho 83611 (the "Grantee"), all of Grantor's right, title and interest in and to that certain real property located in Idaho County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Property").

TO HAVE AND TO HOLD the Property, with its appurtenances, except as reserved herein, unto Grantee, and Grantee's successors and assigns forever. Together with: (a) all of Grantor's interest in the Salmon River Water Right, designated by the Idaho Department of Water Resources as Water Right No. 77-4049 (the "Salmon River Water Right"), with Grantor expressly reserving all of Grantor's right, title and interest in any other water rights appurtenant to the Property or held by Grantor, and not specifically conveyed herein, and (b) the right to construct and maintain one (1) storage structure on the Property and one (1) livestock shelter on the Meadow portion of the Property, under the terms and conditions set forth in the Transfer and Assignment of Certain Building Allowances set forth in Exhibit B, attached hereto and incorporated herein by this reference, with Grantor expressly reserving all other rights and interests reserved or set forth in that certain National Wild and Scenic Rivers System Reserved Interest Deed, recorded in the real property records of Idaho County on October 12, 1994 as Instrument No. 376913 (the "Reserved Interest Deed").

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Property; that the Property is free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except (a) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of the execution of this Special Warranty Deed ("Deed"); (b) any easements, restrictions and conditions for the Property that may be determined by an inspection of the Property; and (c) the permitted exceptions set forth on Exhibit C to this Deed, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Deed, and subject to the covenants and warranties contained herein, Grantee acknowledges and understands that Grantee is accepting the Property from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

[end of text]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 10th day of December, 2007.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Brent Lloyd
Brent Lloyd, President

State of Idaho)
 S.S.
County of Ada)

On this 10 day of December, in the year of 2007, before me Yvonne Gountry, a notary public, personally appeared BRENT LLOYD, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Gountry
Notary Public for Idaho
Residing at Boise Id
My Commission expires 9/30/12

ACCEPTANCE BY GRANTEE:

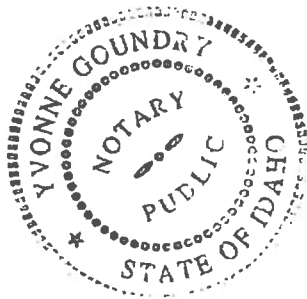
Grantee, for itself and its successors and assigns, hereby accepts this Special Warranty Deed and agrees to the terms of the Transfer and Assignment of Certain Building Allowances set forth on Exhibit B, which are incorporated herein by this reference.

Kenneth R. Cameron
Kenneth R. Cameron

Andrea M. Cameron
Andrea M. Cameron

STATE OF Idaho)
County of Ada) ss.

On this 10 day of December, in the year of 2007, before me Yvonne Goundry, a notary public, personally appeared Kenneth R. Cameron and Andrea M. Cameron, husband and wife, 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.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise Id
My Commission expires 9/30/12

Exhibit A

Legal Description of the Property

**PROPERTY DESCRIPTION
PARCEL B**

A parcel of land lying in approximate Section 32, unsurveyed T.24N., R.8E., Boise Meridian, Idaho County, Idaho, and being a portion of H.E.S. No. 537, also known as Salmon River Sportsman's Camps, Inc., as recorded in Book 3, Page 6, records of Idaho County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking Corner No. 1 of said H.E.S. No. 537 which is also Corner No. 2 of Tract 37, said corner also marking a point along the easterly meander line of the Salmon River and lying in approximate Section 32, unsurveyed T.24N., R.8E., Boise Meridian, Idaho County, Idaho, said Brass Cap bears S.68°49'31"W. 698.54 feet (formerly S.68°49'W. 698.94 feet) from a found Brass Cap marking Corner No. 6 of said H.E.S. No. 537, said Brass Cap also bears S.06°56'44"W. 2172.52 feet from a found Brass Cap marking Corner No. 2 of said H.E.S. No. 537, said Brass Cap also marking the REAL POINT OF BEGINNING;

thence along the said easterly meander line of the Salmon River the following courses and distances:

N.24°53'37"W. 319.93 feet (formerly N.25°06'W. 320.10 feet) to a point;

thence N.11°21'04"E. 639.32 feet (formerly N.11°10'E. 638.22 feet) to a point;

thence N.13°45'45"E. 745.86 feet (formerly N.13°35'E. 742.50 feet) to a point;

thence N.08°33'19"E. 457.43 feet (formerly N.08°32'E. 456.72 feet) to a point;

thence N.22°33'15"E. 67.97 feet (formerly N.22°02'E. 67.98 feet) to found Brass Cap marking said Corner No. 2 of H.E.S. No. 537;

thence leaving the said easterly meander line of the Salmon River, S.83°46'30"E. (formerly S.83°51'E.) 285.21 feet to a set 1/2" iron pin;

thence S.49°43'51"W. 139.62 feet to a set 1/2" iron pin;

thence S.43°09'25"W. 85.35 feet to a set 1/2" iron pin;

thence S.24°22'06"W. 284.75 feet to a set 1/2" iron pin;

thence S.10°12'30"E. 101.21 feet to a set 1/2" iron pin;

thence S.36°06'51"E. 153.52 feet to a set 1/2" iron pin lying along the northerly right of way of and existing 10 foot wide roadway easement, as recorded under Instrument Numbers 450842 and 450846, records of Idaho County, Idaho and also marking a point of curve to the right;

thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

along said curve to the right a distance of 100.00 feet, said curve having a delta of 28°48'44", a radius of 198.86 feet, tangents of 51.08 feet and a long chord of 98.95 feet which bears S.22°22'00"E. to a set 1/2" iron pin marking a point of reverse curve to the left;

thence along said reverse curve to the left a distance of 193.02 feet, said curve having a delta of 15°13'03", a radius of 726.74 feet, tangents of 97.08 feet and a long chord of 192.45 feet which bears S.15°34'09"E. to a set 1/2" iron pin marking a point of reverse curve the right;

thence along said reverse curve to the right a distance of 60.96 feet, said curve having a delta of 13°01'47", a radius of 268.04 feet, tangents of 30.61 feet and a long chord of 60.82 feet which bears S.16°39'47"E. to a set 1/2" iron pin marking the point of ending of said curve;

thence leaving said northerly right of way of the existing 10 foot wide roadway easement, N.71°45'29"E. 40.59 feet to a set 1/2" iron pin;

thence S.06°39'40"W. 200.08 feet to a set 1/2" iron pin lying along the said northerly right of way of the existing 10 foot wide roadway easement;

thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

S.08°32'01"W. 52.17 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left a distance of 19.10 feet, said curve having a delta of 8°33'37", a radius of 127.82 feet, tangents of 9.57 feet and a long chord of 19.08 feet which bears S.04°15'13"W. to the point of ending of said curve;

thence S.00°04'40"E. 62.40 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 140.13 feet, said curve having a delta of 22°54'53", a radius of 350.38 feet, tangents of 71.01 feet and a long chord of 139.20 feet which bears S.11°22'47"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.22°50'13"W. 36.36 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left a distance of 29.27 feet, said curve having a delta of 7°49'52", a radius of 214.15 feet, tangents of 14.66 feet and a long chord of 29.25 feet which bears S.18°56'15"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.15°00'21"W. 9.93 feet to a point;

thence S.10°43'31"W. 7.75 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 40.51 feet, said curve having a delta of 6°15'43", a radius of 370.63 feet, tangents of 20.27 feet and a long chord of 40.49 feet which bears S.13°51'22"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.16°59'14"W. 33.42 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 80.90 feet, said curve having a delta of 17°20'02", a radius of 267.41 feet, tangents of 40.76 feet and a long chord of 80.59 feet which bears S.25°39'15"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.34°19'16"W. 26.23 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left a distance of 97.88 feet, said curve having a delta of 15°23'08", a radius of 364.52 feet, tangents of 49.24 feet and a long chord of 97.59 feet which bears S.26°37'42"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.18°54'33"W. 63.84 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left a distance of 38.19 feet, said curve having a delta of 17°15'36", a radius of 126.78 feet, tangents of 19.24 feet and a long chord of 38.05 feet which bears S.10°16'44"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.01°38'56"W. 10.67 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right a distance 71.07 feet, said curve having a delta of 25°36'18", a radius of 159.02 feet, tangents of 36.14 feet and a long chord of 70.48 feet which bears S.14°27'05"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.27°15'14"W. 46.58 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right a distance of 17.47 feet, said curve having a delta of 7°54'27", a radius of 126.61 feet, tangents of 8.75 feet and a long chord of 17.46 feet which bears S.31°12'28"W. to a set 1/2" iron pin marking the point of ending of said curve;

thence S.70°58'07"E. 60.11 feet to a found Brass Cap marking Corner No. 1 of said Tract 37;

thence S.68°49'31"W. (formerly S.68°49'W.) 320.00 feet to the point of beginning, containing 16.55 acres, more or less.

ALSO SAVE AND EXCEPT:

A parcel of land being all of Lots 1 through Lot 22, Salmon River Sportsmans' Camps, Inc., as recorded in Book 3, Page 6, as records of Idaho County, Idaho and lying in approximate Section 32, unsurveyed T.24N., R.8E., Boise Meridian, Idaho County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking Corner No. 1 of said H.E.S. No. 537 which is also Corner No. 2 of Tract 37, both lying in approximate Section 32, unsurveyed T.24N., R.8E., Boise Meridian, Idaho County, Idaho, said Brass Cap bears S.68°49'31"W. 698.54 feet (formerly S.68°49'W. 698.94 feet) from a found Brass Cap marking Corner No. 6 of said H.E.S. No. 537, said Brass Cap also bears S.06°56'44"W. 2172.52 feet from a found Brass Cap marking Corner No. 2 of said H.E.S. No. 537; thence N.68°49'31"E. (formerly N.68°49'E.) 320.00 feet to a found Brass Cap marking Corner No. 1 of said Tract 37; thence N.70°58'07"W. 92.59 feet to a found 1/2" iron pin marking the SE Corner of said Lot 1, Salmon River Sportsmans' Camps, Inc., said pin also marking the REAL POINT OF BEGINNING;

thence N.68°13'24"W. 59.94 feet along the southerly boundary of said Lot 1, Salmon River Sportsmans' Camps, Inc. to a found 1/2" iron pin marking the SW Corner of said Lot 1, Salmon River Sportsmans' Camps, Inc.;

thence along the westerly boundary of said Lots 1 through 22, Salmon River Sportsmans' Camp, Inc. the following courses and distances:

N.21°45'48"E. 359.84 feet to a found 1/2" iron pin marking the SW Corner of said Lot 7, Salmon River Sportsmans' Camps, Inc.;

thence N.14°05'38"E. 473.16 feet to a set 1/2" iron pin marking the SW Corner of said Lot 15, Salmon River Sportsmans' Camps, Inc.;

thence N.09°32'25"W. 480.00 feet to a found 1/2" iron pin marking the NW Corner of said Lot 22, Salmon River Sportsmans' Camps, Inc.;

thence leaving the said westerly boundary of Lots 1 through 22, Salmon River Sportsmans' Camp, Inc., N.80°29'12"E. 60.00 feet along the northerly boundary of said Lot 22, Salmon River Sportsmans' Camps, Inc. to a found 1/2" iron pin marking the NE Corner of said Lot 22, Sportsmans' Camps, Inc.;

thence along the easterly boundary of said Lots 1 through 22, Salmon River Sportsmans' Camp, Inc. the following courses and distances:

S.09°32'25"E. 479.80 feet to a found 1/2" iron pin marking the SE Corner of said Lot 15, Salmon River Sportsmans' Camps, Inc.;

thence S.13°35'11"W. 505.23 feet to a found 1/2" iron pin marking the SE Corner of said Lot 7, Salmon River Sportsmans' Camps, Inc.;

thence S.21°45'22"W. 360.00 feet to the point of beginning, containing 1.64 acres, more or less.

PARCEL B CONTAINS 14.91 ACRES, MORE OR LESS.

SUBJECT TO AND/OR TOGETHER WITH:
Any easements or rights of way of record or in use.

Mackay Bar Parcel B.doc
Page 5 of 5

Exhibit B

TRANSFER AND ASSIGNMENT AGREEMENT

This Transfer and Assignment Agreement ("Transfer and Assignment") is entered into by and between Grantor and Grantee, as evidenced by their signatures on the above Special Warranty Deed (the "Deed") and is made a part of the Deed. The capitalized terms that are not defined herein shall have the same meaning as set forth above in the Deed.

RECITALS

1. The Property is part of a larger parcel of property commonly referred to as "Mackay Bar I." As the owner of Mackay Bar I, on October 12, 1994, Grantor executed the Reserved Interest Deed with the Forest Service, Department of Agriculture.
2. Under the Reserved Interest Deed, Grantor has the right to subdivide Mackay Bar I into three (3) parcels and to sell those parcels. Grantor believes that the conveyance of the Property to Grantee is the first subdivision and conveyance of part of Mackay Bar I.
3. Under the Reserved Interest Deed, Grantor has the right to construct on Mackay Bar I three (3) accessory buildings or storage structures (each a "Storage Structure"), and to construct one (1) livestock shelter in what is commonly referred to as the "Meadow" (the "Livestock Shelter").
4. The Reserved Interest Deed reserves various other rights to Grantor.
5. As part of Grantee's purchase of the Property, Grantor and Grantee have agreed that Grantor will transfer and convey to Grantee one (1) of Grantor's three (3) building allowances for the construction and maintenance of a Storage Structure on the Property, Grantor's only building allowance for the construction and maintenance of the Livestock Shelter on the Meadow portion of the Property, and various other rights.

TRANSFER AND ASSIGNMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, the mutual covenants contained herein, in the related transaction documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Transfer and Assignment of Building Allowances. Grantor hereby conveys, assigns, sets over and transfers to Grantee, one (1), and only one (1), of Grantor's three (3) building allowances for the construction and maintenance of a Storage Structure on the Property and Grantor's only building allowance for the construction and maintenance of the Livestock Shelter on the Meadow portion of the Property, with such building allowances being subject to the terms and conditions sets forth in the Reserved Interest Deed.
2. Transfer and Assignment of Rights Pertaining to Agriculture and Livestock. Grantor hereby conveys, assigns, sets over and transfers to Grantee, the following rights under Part II(E) of the Reserved Interest Deed relating to agriculture and livestock:
 - 2.1.1 The ability to maintain twenty-five (25) head on the Property, whether cows, horses, mules, ratites or llamas;

2.1.2 The ability to keep and raise a total of ten (10) poultry on the Property;

2.1.3 The ability to keep a combined total of four (4) dogs, cats, or other household pets within the residential areas of the Property;

2.1.4 The ability to grow hay and grain crops on five (5) acres of the Property for consumption by the livestock authorized to be maintained on the Property;

2.1.5 The ability to use one (1) acre of the Property for flower beds, gardens, and orchards;

3. Transfer of Right to Place Signs. Grantor shall convey to Grantee, together with the Property, the rights set forth in Part IV(C)(1) of the Reserved Interest Deed regarding the placement of signs on the Property.

4. Assumption of Obligations, Conditions and Covenants. Grantee, its successors and assigns, hereby assumes the performance of all terms, covenants, obligations and conditions imposed upon Grantor by the Reserved Interest Deed, both with respect to the Property in general and with respect to the building allowances and rights transferred by this Transfer and Assignment.

5. Reservation of all other Allowances and Rights. Grantor expressly reserves all other rights, allowances, title and interests set forth in the Reserved Interest Deed that are not specifically transferred and assigned by Grantor pursuant to this Transfer and Assignment, including but not limited to, the right to further subdivide Mackay Bar I, to construct and maintain two (2) additional Storage Structures on the portion of Mackay Bar I retained by Grantor, the right to store fuel in an above-ground fuel tank on the portion of Mackay Bar I retained by Grantor for use on such property, and the right to construct and locate one (1) water storage tank on the portion of Mackay Bar I retained by Grantor. Grantee acknowledges that all other rights, allowances, title and interests set forth in the Reserved Interest Deed that are not specifically transferred and assigned by Grantor pursuant to this Transfer and Assignment are reserved by Grantor.

6. Indemnity. Grantee, on behalf of itself and its successors and assigns, agrees not to take any action or to allow any actions to be taken on the Property that would violate the terms and conditions of the Reserved Interest Deed or that would prevent Grantor from exercising any of its rights or complying with any of its obligations under the Reserved Interest Deed. Furthermore, Grantee, its successors or assigns, shall indemnify, defend and hold Grantor, its successors or assigns, harmless from any and all losses, liabilities, damages, expenses or claims arising out of or otherwise in connection with the compliance or non-compliance by Grantee, or Grantee's successors or assigns, with the terms and conditions of the Reserved Interest Deed after the date hereof.

7. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Transfer and Assignment, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorneys' fees and costs associated with any appeal of a judgment. The prevailing party will be that party who was awarded a judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

8. Governing law. This Transfer and Assignment shall be governed by and construed in accordance with the laws of the state of Idaho, without giving effect to the conflict of law rules and principles of said state.

9. Successors Bound by Transfer and Assignment. The heirs, executors, administrators, successors and assigns of the parties hereto acknowledge and accept the terms of this Transfer and Assignment by accepting a right, title or interest in the Property and shall be bound by this Transfer and Assignment.

10. Captions. The marginal headings or titles to the sections and paragraphs of this Transfer and Assignment and the title of this instrument are not part of the Transfer and Assignment but are inserted for convenience only and shall have no effect upon the construction or interpretation of any part of this Transfer and Assignment.

11. Amendments. No provision of this Transfer and Assignment may be amended, changed or waived except by a written instrument signed by both Grantor and Grantee (or, in the case of a waiver, by the party against whom enforcement of the waiver is sought).

12. Further Acts. Each party, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Transfer and Assignment.

13. Survival of Terms. The terms, provisions, warranties, covenants and indemnities shall survive the closing and delivery of the Deed, and this Transfer and Assignment shall not be merged therein, but shall remain binding upon and for the parties until fully observed, kept or performed.

Exhibit C

Permitted Exceptions

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. General taxes for the year 2007, which are a lien, now due and payable.
10. Lack of a right of access to and from the land. Right of access to and from the land, if any, is not established of record, and assurance of such right of access is excluded from coverage of this policy.
11. Any claim arising from the difference in mean high water line of the Salmon River and the meander line as shown by Government Survey of the State of Idaho.
12. Rights and easements in favor of the public for recreational uses of the Salmon River.
13. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the plat of H.E.S. No. 537, dated April 7, 1921 and prepared by Marshall S. Wright;
 - a) The fact that a Forest Service Telephone Line crosses said land;
 - b) The fact that a trail crosses said land.
14. Matters as shown on Survey, recorded February 19, 1974, under Instrument No. 252889, records of Idaho County, Idaho.
15. Regulations and Restrictions, including the terms and conditions thereof, recorded August 8, 1983, under Instrument No. 307222; and amended by Regulations and Restrictions Recorded for Mackay Bar Subdivision, recorded February 24, 1986, under Instrument No. 325143; all records of Idaho County, Idaho.

16. Easement, including the terms and conditions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and J. B. SCOTT, a married man, recorded April 22, 1985, under Instrument No. 319430, records of Idaho County, Idaho. Adjacent to Lot 12, Tract 1, Mackay Bar Subdivision.
17. Easement of Ingress and Egress, including the terms and conditions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, Grantor, and GENE L. NICHOLS and WILMA L. NICHOLS, and NICHOLS PARTNERSHIP, a partnership comprised of GENE L. NICHOLS, WILMA L. NICHOLS, and BRENT R. NICHOLS, Grantee, recorded December 18, 1986, under Instrument No. 332572, records of Idaho County, Idaho.
18. Easement, including the terms and conditions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and BONNIE BLAINE, recorded February 8, 1993, under Instrument No. 367391, records of Idaho County, Idaho.
19. National Wild and Scenic Rivers System Reserved Interest Deed, including the terms and conditions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and the UNITED STATES OF AMERICA, Department of Agriculture, recorded October 12, 1994, under Instrument No. 376913, records of Idaho County, Idaho.
20. Subject to the right of use of access roads and aircraft and boat landing facilities by lot owners of MACKAY BAR SUBDIVISION as described on the recorded plat thereof.
21. Declaration of Beach and Road Access Easement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450842, records of Idaho County, Idaho.
22. Garden Area Easement Agreement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450844, records of Idaho County, Idaho.
23. Airstrip Easement Agreement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450845, records of Idaho County, Idaho.
24. Road Cross Access Easement Agreement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450846, records of Idaho County, Idaho.
25. Mackay Creek Agreement and Easement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450847, records of Idaho County, Idaho.
26. Spring Agreement and Easement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450848, records of Idaho County, Idaho.
27. Septic and Solar Easement Agreement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450849, records of Idaho County, Idaho.
28. Septic Easement Agreement, including the terms and conditions thereof, recorded September 11, 2006, under Instrument No. 450852, records of Idaho County, Idaho.

29. The proposed deed must be authorized by a resolution of the Directors of MACKAY BAR CORPORATION, an Idaho corporation, and a certified copy submitted to our office as per Requirements Schedule B - Section 1, paragraph 5.

458681

When recorded return to:
Jeremy G. Ladle
GIVENS PURSLEY LLP
601 W. Bennecke St.
P.O. Box 2720
Boise, Idaho 83701-2720

Instrument # 458681

IDAHO COUNTY, IDAHO,
2007-12-12 04:02:16 No. of Pages: 6
Recorded for: IDAHO COUNTY TITLE COMPANY
ROSE E. GEHRING Fee: 18.00
Ex-Officio Recorder Deputy *Marge Gutierrez*

**FIRST AMENDMENT TO MACKAY CREEK
AGREEMENT AND EASEMENT**

This First Amendment to Mackay Creek Agreement and Easement (this "First Amendment") is made effective this 12 day of December, 2007 (the "Effective Date"), by and between Mackay Bar Corporation, an Idaho corporation ("Grantor") and Mackay Bar Ranch LLC, an Idaho limited liability company ("Grantee"). Grantor and Grantee may each be referred to herein as a "Party" or collectively, as the "Parties," as the case may be. Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Mackay Creek Easement (defined below).

RECITALS

A. Grantor owns certain real property located in Idaho County, Idaho commonly known as "Mackay Bar I." Grantor also previously owned that certain real property located in Idaho County, Idaho and commonly known as "Mackay Bar II." Pursuant to that special warranty deed by and between Grantor and Grantee, dated September 8, 2006, and recorded in the real property records of Idaho County, Idaho as Instrument No. 450843, Grantor conveyed Mackay Bar II to Grantee ("September 8, 2006 Conveyance").

B. As a part of the September 8, 2006 Conveyance, Grantor also conveyed to Grantee a portion of that certain water right designated by the Idaho Department of Water Resources ("IDWR") as Water Right No. 77-2088 (the "Mackay Creek Water Right").

C. The Mackay Creek Water Right is diverted from what is commonly known as "Mackay Creek," from a place of diversion located on United States Forest Service land (the "Place of Diversion"). A water delivery system exists to deliver a portion of the water obtained from the Mackay Creek Water Right from the Place of Diversion to its place of use. This delivery system consists of two storage tanks and a pipeline that runs from the Place of Diversion, across the upper elevation of Mackay Bar I, under lot 16 of the Mackay Bar Subdivision, into and along what is commonly known as the "Meadow" and into Mackay Bar II (the "Water Delivery System").

D. Simultaneous to the September 8, 2006 Conveyance, to allow for Grantee's portion of the Mackay Creek Water Right to cross property owned by Grantor and to address other issues, including the use and location of a hydro power system, Grantor and Grantee entered into that certain Mackay Creek Agreement and Easement, recorded in the real property records of Idaho County, Idaho as Instrument No. 450847 (the "Mackay Creek Easement").

E. Grantor is in the process of selling additional real and personal property to the members of Grantee, including the Water Delivery System, and as such, Grantor and Grantee desire to amend the Mackay Creek Easement to allocate certain rights, responsibilities, and obligations regarding the Mackay Creek Water Right and the Water Delivery System.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree to amend the Mackay Creek Easement as follows:

1. Continued Use of Water Delivery System by Grantor. Grantor shall have the right to continue to receive its portion of the Mackay Creek Water Right through the Water Delivery System until June 1, 2011.

1.1. Maintenance of Water Delivery System and Portion of Easement Premises. Except as otherwise provided in Section 1.3 of this First Amendment, Grantee shall continue to maintain and operate the Water Delivery System and the Water System Premises in accordance with Section 2.2 of the Mackay Creek Easement.

1.2. Amendment to Section 2.2.3 of Mackay Creek Easement. Section 2.2.3 of the Mackay Creek Easement is deleted and replaced, in its entirety, with the following:

Grantee shall undertake the maintenance and repair required hereunder. So long as Grantor elects to continue to receive its portion of the Mackay Creek Water Right through the Water Delivery System, Grantor shall reimburse Grantee the same proportion of the Maintenance Costs as Grantor owns of the Mackay Creek Water Right, for the maintenance and repair of that portion of the Water Delivery System, from and including the diversion box, to where the Water Delivery System connects with a pipeline that delivers water to Grantor's cabin commonly known as the "Ram House." Grantee shall be responsible for and shall pay all remaining Maintenance Costs.

1.3. Abandonment of Water Delivery System. Notwithstanding anything within this First Amendment or the Mackay Creek Easement to the contrary, Grantee shall have the right, at any time, to discontinue Grantee's use of the Water Delivery System, whether because of the system's failure or otherwise. Nevertheless, if Grantee desires to discontinue Grantee's use of the Water Delivery System, Grantee shall: (a) provide Grantor written notice of Grantee's intent to discontinue Grantee's use of the Water Delivery System, (b) avoid causing or permitting to occur any damage to the Water System Premises, (c) remove the discontinued Water Delivery System, and (d) restore the Water System Premises to its original condition or a condition approved by Grantor in writing.

2. Modification of Water Delivery System on or Before June 1, 2011. On or before June 1, 2011, Grantor and Grantee shall modify the existing diversion box for the Water Delivery System, as follows:

2.1. Installation of Additional Pipeline. The diversion box shall be modified (the "Modified Diversion Box") to allow for the installation of one (1) additional four inch (4") pipeline that will distribute a portion of the Mackay Creek Water Right from the Modified Diversion Box to the Ram House, and/or to any other cabin or property owned by Grantor, its successors or assigns ("Grantor's Distribution System").

2.2. Installation of Weir. The Modified Diversion Box shall also include a weir that will divert to Grantor and Grantee their respective portions of the Mackay Creek Water Right. The weir shall divert to Grantee any portion of the Mackay Creek Water Right, if any, allocated to the homeowners association formed on behalf of all of the cabin and lot owners within what is commonly known as the "Mackay Bar Subdivision" (hereafter, the "Association"), to be delivered to the members of the Association as arranged between Grantee and the Association.

2.3. Modification Costs. Grantor and Grantee shall share equally the costs and expenses related to the creation and installation of the Modified Diversion Box.

2.4. Modified Diversion Box Maintenance Costs. Grantee shall maintain the Modified Diversion Box in reasonably good condition and shall repair it as necessary. The cost of maintaining and repairing the Modified Diversion Box (the "Modified Box Maintenance Costs") shall be allocated between Grantor and Grantee in proportion to their respective shares of the Mackay Creek Water Right. Grantee shall pay initially the Modified Box Maintenance Costs and shall bill Grantor for its respective share, which Grantor shall pay within fifteen (15) days after receipt of the bill.

2.5. Grantor's Right to Takeover Maintenance of the Modified Diversion Box. If at any time Grantee fails to maintain the Modified Diversion Box to the extent reasonably necessary to allow for its proper functioning as a part of the Water Delivery System and Grantor's Distribution System, without limiting any of Grantor's rights under the Mackay Creek Easement, at law or in equity, Grantor shall have the right, in its sole discretion, to takeover the repair and maintenance of the Modified Diversion Box. If Grantor exercises this right, Grantee agrees that it shall pay its share of the Modified Diversion Box Maintenance Costs, which shall be billed in accordance with this Section 2.5 and paid within fifteen (15) days after receipt of the bill. Upon request of any party being billed pursuant to the terms of this First Amendment, the billing party shall produce written evidence of the Modified Box Maintenance Costs.

2.6. Compliance with Law. All maintenance and repairs of the Modified Diversion Box shall be undertaken in compliance with applicable federal, state, and local rules, laws, regulations, permits and ordinances.

3. Potential Installation of Delivery System by the Association. Grantor and Grantee acknowledge and agree that at some point in the future, if it is determined or agreed that

the Association has a right to the Mackay Creek Water Right, and the Association desires to install its own water delivery system to deliver its portion of the Mackay Creek Water Right to lots and/or cabins owned by its members (the "Cabin Owners Distribution System"), that upon obtaining Grantor and Grantee's prior written approval, which shall not be unreasonably withheld, the Association shall have the right to modify, subject to the requirements set forth in Section 4 of this First Amendment, the Modified Diversion Box to install a new weir that will divert to Grantor, Grantee and the Association their respective shares of the Mackay Creek Water Right. If the Association exercises this right, the Association shall pay all costs and expenses related to any such modification and installation, including but not limited to any engineering or other professional fees related thereto. Thereafter, Grantee shall maintain the modified diversion box and new weir under the same terms and conditions as set forth in Section 2.4 of this First Amendment, except that the repair and maintenance costs shall be allocated between Grantor, Grantee and the Association in proportion to their respective shares of the Mackay Creek Water Right.

4. Modification to Water Distribution Systems. Any modifications to the Water Delivery System, the Cabin Owners Distribution System, and to any diversion boxes and weirs shall be performed only after obtaining Grantor's prior written approval and shall be in strict compliance with any engineering requirements and reviews imposed by Grantor and with applicable federal, state, and local rules, laws, regulations, permits and ordinances.

5. Amendment to Section 4 of Mackay Creek Easement. Section 4 of the Mackay Creek Easement is deleted and replaced, in its entirety, with the following:

Grantor may, at any time and at Grantor's sole cost and expense, connect some or all of its Lots and the cabins located thereon to the Water Delivery System, to provide water to such Lots and cabins. The source of the water for such Lots and cabins shall be the portion of the Mackay Creek Water Right allocated for the Association, if any.

6. Special Use Permit. Grantee shall observe and perform all obligations required by the United States Forest Service ("USFS") related to that certain USFS special use permit for the diversion of the Mackay Creek Water Right on land owned by the USFS (the "Special Use Permit") and shall refrain from taking any actions prohibited by the Special Use Permit. Grantee shall perform all acts which may be reasonably necessary to maintain, in good standing, the Special Use Permit. As set forth more specifically within this First Amendment, Grantor shall continue to own a percentage of the Mackay Creek Water Right and such water right shall be diverted through the Water Delivery System, whether in its current form, or as modified by the installation of the Modified Diversion Box and Grantor's Distribution System.

7. Authority. Each person executing this First Amendment on behalf of a party hereto represents and warrants that he or she has been duly authorized to execute and to deliver this First Amendment on behalf of said party, that this First Amendment is binding upon said party and that all necessary actions to authorize the First Amendment and the transaction contemplated herein have been taken.

8. **General.** In the event of a conflict between the provisions of the Mackay Creek Easement and those of this First Amendment, the provisions of this First Amendment shall control. No other terms and conditions of the Mackay Creek Easement are changed or modified by this First Amendment. The Mackay Creek Easement shall remain in full force and effect modified only by the terms and conditions of this First Amendment, which terms and conditions are expressly ratified and confirmed by the parties hereto. This First Amendment may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed the day and year first above written.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Brent F. Lloyd
Brent F. Lloyd, President

State of Idaho)
County of Ada) s.s.

On this 10 day of December, in the year of 2007, before me, Yvonne Goundry, a Notary Public in and for said State, personally appeared Brent F. Lloyd, known or identified to me to be the President of Mackay Bar Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise Id
My Commission expires 9/30/12

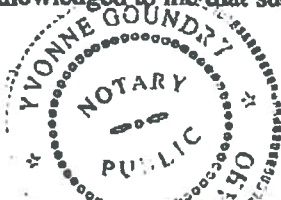
GRANTEE:

MACKAY BAR RANCH LLC, an Idaho limited liability company

By: Ken Cameron
Ken Cameron, Manager

State of Idaho)
County of Ada) s.s.

On this 10 day of December, in the year of 2007, before me, Yvonne Goundry, a notary public, personally appeared Ken Cameron, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise Id
My Commission Expires 9/30/12

458682

Instrument # 458682

IDAHO COUNTY, IDAHO,

2007-12-12

04:02:16 No. of Pages: 4

Recorded for : IDAHO COUNTY TITLE COMPANY

ROSE E. GEHRING

Fee: 12.00

Ex-Officio Recorder Deputy

When recorded return to:
Jeremy G. Ladle
GIVENS PURSLEY LLP
601 W. Bannock St.
P.O. Box 2720
Boise, Idaho 83701-2720

FIRST AMENDMENT TO SPRING AGREEMENT AND EASEMENT

This First Amendment to Spring Agreement and Easement (this "First Amendment") is made effective this 10 day of December, 2007, by and between Mackay Bar Corporation, an Idaho corporation ("Grantor") and Mackay Bar Ranch LLC, an Idaho limited liability company ("Grantee"). Grantor and Grantee may each be referred to herein as a "Party" or collectively, as the "Parties," as the case may be. Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Spring Easement (defined below).

RECITALS

A. Grantor owns certain real property located in Idaho County, Idaho commonly known as "Mackay Bar I." Grantor also previously owned that certain real property located in Idaho County, Idaho and commonly known as "Mackay Bar II." Pursuant to that special warranty deed by and between Grantor and Grantee, dated September 8, 2006, and recorded in the real property records of Idaho County, Idaho as Instrument No. 450843, Grantor conveyed Mackay Bar II to Grantee ("September 8, 2006 Conveyance").

B. As a part of the September 8, 2006 Conveyance, Grantor also conveyed to Grantee that certain water right designated by the Idaho Department of Water Resources ("IDWR") as Water Right No. 77-4045 (the "Mackay Spring Water Right").

C. The Mackay Spring Water Right is used in connection with a water delivery system that consists of a series of pipelines and related equipment and improvements, that run from the place of diversion on Mackay Bar II, across part of Mackay Bar II, into Mackay Bar I, through and along what is commonly known as the "Meadow," and to a location on Mackay Bar I, where the pipeline runs through a water purification system and is connected to three storage tanks (together, the "Spring Water Delivery System"). Grantee is the owner of the Spring Water Delivery System.

D. Simultaneous to the September 8, 2006 Conveyance, to allow for the Mackay Spring Water Right and the Spring Water Delivery System to cross property owned by Grantor and to address other issues, Grantor and Grantee entered into that certain Spring Agreement and Easement, recorded in the real property records of Idaho County, Idaho as Instrument No. 450848 (the "Spring Easement").

E. Grantor is in the process of selling additional real and personal property to the members of Grantee, and as such, Grantor and Grantee desire to amend Section 3 of the Spring

FIRST AMENDMENT TO SPRING AGREEMENT AND EASEMENT - 1

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Easement to reallocate certain rights regarding the use of the Mackay Spring Water Right and the Spring Water Delivery System.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Amendment of Section 3 of Spring Easement. Section 3 of the Spring Easement is deleted and replaced, in its entirety, with the following:

WATER AGREEMENT. Grantor owns certain cabins on Mackay Bar I and within what is commonly known as the "Mackay Bar Subdivision" that are commonly known as the "Holland", the "Bear", and the "Ram House" (collectively, the "Cabins"). Grantor has historically provided to the Cabins water that was obtained pursuant to the Mackay Spring Water Right and delivered through the Spring Water Delivery System. Grantee agrees to continue to provide to the Cabins water obtained pursuant to the Mackay Spring Water Right and delivered through the Spring Water Delivery System so long as Grantor, Brent Lloyd or Bob Hansberger, or their heirs, or an affiliate, subsidiary or entity related to or owned thereby (together, the "Related Entities" or each a "Related Entity," as the case may be), own the Cabins. The water so provided shall be the same general quantity and quality of water that has traditionally been made available to the Cabins and shall be for potable domestic use only, and not for irrigation.

Upon the initial sale of a Cabin from Grantor or a Related Entity to an owner that is not a Related Entity (an "Unrelated Party"), Grantee shall continue, for a period of one (1) year from that date, to provide that Cabin water from the Mackay Spring Water Right distributed through the Spring Water Delivery System, so long as, in Grantee's discretion, water from the Mackay Spring Water Right is reasonably available.

Thereafter, Grantee shall have no obligation to provide any water to the Unrelated Party's Cabin(s) or to allow the Unrelated Party to use any water right or water distribution system owned by Grantee, nor shall the Unrelated Party have any right to use any water right or water distribution system owned by Grantee.

2. Authority. Each person executing this First Amendment on behalf of a party hereto represents and warrants that he or she has been duly authorized to execute and to deliver this First Amendment on behalf of said party, that this First Amendment is binding upon said party and that all necessary actions to authorize the First Amendment and the transaction contemplated herein have been taken.

3. General. In the event of a conflict between the provisions of the Spring Easement and those of this First Amendment, the provisions of this First Amendment shall

control. No other terms and conditions of the Spring Easement are changed or modified by this First Amendment. The Spring Easement shall remain in full force and effect modified only by the terms and conditions of this First Amendment, which terms and conditions are expressly ratified and confirmed by the parties hereto. This First Amendment may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

[End of Text]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed the day and year first above written.

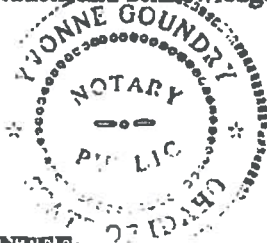
GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Brent F. Lloyd
Brent F. Lloyd, President

State of Idaho)
County of Ada) s.s.

On this 10 day of December, in the year of 2007, before me, Yvonne Goundry, a Notary Public in and for said State, personally appeared Brent F. Lloyd, known or identified to me to be the President of Mackay Bar Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise ID
My Commission expires 9/30/12

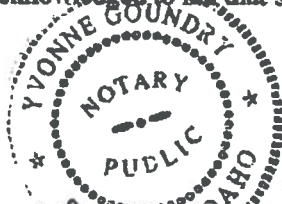
GRANTEE:

MACKAY BAR RANCH LLC, an Idaho limited liability company

By: Ken Cameron
Ken Cameron, Manager

State of Idaho)
County of Ada) s.s.

On this 10 day of December, in the year of 2007, before me, Yvonne Goundry, a notary public, personally appeared Ken Cameron, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise ID
My Commission Expires 9/30/12

450843

When recorded, please return to:

Givens Pursley LLP
Attention: L. Edward Miller
601 West Bannock Street
Boise, Idaho 83702

STATE of IDAHO County of Idaho Recorded at request of	
IDAHO COUNTY TITLE CO	
at 4:30 P	on 9-11-12
By ROSE E. GELPING	
Deputy	Deputy
Fee \$ 15.00	

un/p4

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MACKAY BAR CORPORATION, an Idaho corporation (the "Grantor"), whose address is P.O. Box 7968, 380 E. Parkcenter Blvd., Ste. 230, Boise, Idaho 83707, does hereby grant, bargain, sell, and convey unto MACKAY BAR RANCH LLC, an Idaho limited liability company, whose address is HC 83, Box 8010, Cascade, Idaho 83611 (the "Grantee"), all of Grantor's right, title and interest in and to that certain real property located in Idaho County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TO HAVE AND TO HOLD the Premises, with its appurtenances, except as reserved herein, unto Grantee, and Grantee's successors and assigns forever. Together with all of Grantor's right, title and interest in and to that certain Water Right No. 77-4045, as designated by the Idaho Department of Water Resources ("IDWR") (the "Mackay Spring Water Right"), and a seven-tenths (7/10ths) portion of Grantor's right, title and interest in and to that certain Water Right No. 77-2088, as designated by IDWR (the "Mackay Creek Water Right"), with Grantor expressly reserving its right, title and interest in and to a three-tenths (3/10ths) portion of the Mackay Creek Water Right and all of its right, title and interest in and to Water Right No. 77-4049, as designated by IDWR, along with any other water rights held by Grantor.

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except the matters set forth on Exhibit B to this Special Warranty Deed and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Special Warranty Deed, and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

[end of text]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 8 day of September, 2006.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Robert V. Hansberger

Name: R.V. Hansberger

Title: President

State of Idaho)
County of Ada) S.S.

On this 8 day of September, in the year of 2006, before me Yvonne Goundry, a notary public, personally appeared Robert V. Hansberger, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Yvonne Goundry
Notary Public for Idaho
My Commission expires 9/30/12

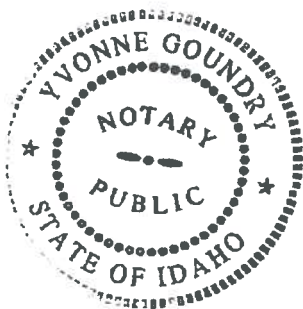


Exhibit A

Legal Description of the Premises

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

Tract 37 according to Survey No. S-818, dated January 14, 1993 and recorded March 24, 1993, as Instrument No. 367928, records of Idaho County, Idaho.

Exhibit A

Legal Description of the Premises

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

Tract 37 according to Survey No. S-818, dated January 14, 1993 and recorded March 24, 1993, as Instrument No. 367928, records of Idaho County, Idaho.

Exhibit B

Permitted Exceptions

This conveyance is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record, or shown on the recorded plat, if any, or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those exceptions to title disclosed herein and within the title commitment, which are as follows:

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

9. General taxes for the year 2006, which are a lien, not yet due and payable.
10. Lack of a right of access to and from the land. Right of access to and from the land, if any, is not established of record, and assurance of such right of access is excluded from coverage of this policy.
11. Any claim arising from the difference in mean high water line of the Salmon River and the meander line as shown by Government Survey of the State of Idaho.
12. Rights and easements in favor of the public for recreational uses of the Salmon River.
13. Matters as shown on Survey, recorded February 19, 1974, under Instrument No. 252889, records of Idaho County, Idaho.

16. Reservations as set forth in Patent, including the terms and conditions thereof, by and between UNITED STATES and MACKAY BAR CORPORATION, recorded April 4, 1994, under Instrument No. 373565, records of Idaho County, Idaho.
17. National Wild and Scenic Rivers System Reserved Interest Deed, by and between MACKAY BAR CORPORATION, an Idaho corporation, and the UNITED STATES OF AMERICA, Department of Agriculture, recorded October 12, 1994, under Instrument No. 376914, records of Idaho County, Idaho.
18. Right of Way Easement, including the terms and conditions thereof, executed by MACKAY BAR CORPORATION, an Idaho corporation, recorded December 10, 1998, under Instrument No. 0403561, records of Idaho County, Idaho.
19. The proposed deed must be authorized by a resolution of the Directors of MACKAY BAR CORPORATION, an Idaho corporation, and a certified copy submitted to our office as per Requirements Schedule B - Section 1, paragraph 5.
20. That certain Declaration of Beach and Road Access Easement, including the terms and conditions thereof, granted by the Grantor as Declarant thereunder on September 7, 2006 and to be recorded with Grantee's permission in the records of Idaho County, Idaho.

450850

When recorded, please return to:

Givens Pursley LLP
Attention: L. Edward Miller
601 West Bannock Street
Boise, Idaho 83702

STATE of IDAHO	
County of Idaho	
Recorded at request of <u>Idaho County Title</u>	
at <u>4:30</u> P.M.	on <u>12-11-06</u>
by <u>ROSE E. GEHRING</u>	
Recorder	Deputy
Fees \$ <u>125</u>	

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MACKAY BAR CORPORATION, an Idaho corporation (the "Grantor"), whose address is P.O. Box 7968, 380 E. Parkcenter Blvd., Ste. 230, Boise, Idaho 83707, does hereby grant, bargain, sell, and convey unto KENNETH R. CAMERON and ANDREA M. CAMERON, husband and wife, whose address is HC 83, Box 8010, Cascade, Idaho 83611 (collectively, the "Grantee"), all of Grantor's right, title and interest in and to that certain real property located in Idaho County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TO HAVE AND TO HOLD the Premises, with its appurtenances, unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those made, suffered or done by Grantee, and except the matters set forth on Exhibit B to this Special Warranty Deed and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed, and that Grantor will warrant and defend the same forever from all other lawful claims. By accepting this Special Warranty Deed, and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

[end of text]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 8 day of September, 2006.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

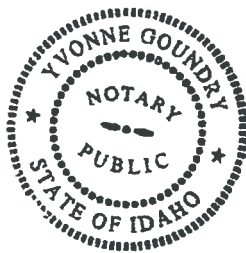
By: Robert V Hansberger

Name: R.V. Hansberger

Title: President

State of Idaho)
County of Ada) S.S.

On this 8 day of September, in the year of 2006, before me Yvonne Goundry, a notary public, personally appeared Robert V Hansberger, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Goundry
Notary Public for Idaho
My Commission expires 9/30/12

SPECIAL WARRANTY DEED - 2

C:\Documents and Settings\ygroundry\Alliance\Local Settings\Temporary Internet Files\OLK84\Special Warranty Deed (Lots 1 and 2) - FINAL.doc

Exhibit A

Legal Description of the Premises

Lots 1 and 2 in Tract No. 1, Mackay Bar Subdivision, Idaho County, State of Idaho, according to the recorded plat thereof.

SPECIAL WARRANTY DEED – EXHIBIT A
S:\CLIENTS\6864\Special Warranty Deed (Lots 1 and 2) - FINAL.doc

Exhibit B

Permitted Exceptions

This conveyance is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record, or shown on the recorded plat, if any, or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those exceptions to title disclosed by the title commitment, which are as follows:

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

9. General taxes for the year 2006, which are a lien, not yet due and payable.
10. Lack of a right of access to and from the land. Right of access to and from the land, if any, is not established of record, and assurance of such right of access is excluded from coverage of this policy.
11. Regulations and Restrictions, including the terms and conditions thereof, recorded August 8, 1983, under Instrument No. 307222; and amended by Regulations and Restrictions Recorded for Mackay Bar Subdivision, recorded February 24, 1986, under Instrument No. 325143; all records of Idaho County, Idaho.
12. Easement of Ingress and Egress, including the terms and conditions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, Grantor, and GENE L. NICHOLS and WILMA L. NICHOLS, and NICHOLS PARTNERSHIP, a partnership comprised of GENE L. NICHOLS, WILMA L. NICHOLS, and BRENT R. NICHOLS, Grantee, recorded December 18, 1986, under Instrument No. 332572, records of Idaho County, Idaho.
13. The proposed deed must be authorized by a resolution of the Directors of MACKAY BAR CORPORATION, an Idaho corporation, and a certified copy submitted to our office as per Requirements Schedule B - Section 1, paragraph 5.

450847

When recorded return to:
L. Edward Miller
GIVENS PURSLEY LLP
601 W. Bannock St.
P.O. Box 2720
Boise, Idaho 83701-2720

STATE OF IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO	
at 4:30 P.m.	on 9-11-06
ROSE E. GEHRING	
By	Deputy
Fee \$ 36.00	Deputy

m/pu

MACKAY CREEK AGREEMENT AND EASEMENT

This Mackay Creek Agreement and Easement ("Agreement") is made effective this 8 day of September, 2006, by and between Mackay Bar Corporation, an Idaho corporation ("Grantor"), and Mackay Bar Ranch LLC, an Idaho limited liability company ("Grantee"). Grantor and Grantee may each be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. Grantor is the owner of two parcels of real property located in Idaho County, Idaho, commonly known and referred to herein as "Mackay Bar I" and "Mackay Bar II." Grantor also owns lots 6, 7, 8, 9 and 10 within what is commonly known as the "Mackay Bar Subdivision" (referred to hereafter collectively, as the "Lots"). The legal description for Mackay Bar I is attached hereto as Exhibit A. The legal description for Mackay Bar II is attached hereto as Exhibit B. The legal description of the Lots (the "Lots") is attached hereto as Exhibit C.

B. In accordance with that certain Real Estate Purchase and Sale Agreement between Grantor and Grantee ("Real Estate Agreement"), Grantor shall convey to Grantee Mackay Bar II.

C. Grantor is the owner of Water Right No. 77-2088, as designated by the Idaho Department of Water Resources, which is diverted from what is commonly known as "Mackay Creek" (the "Mackay Creek Water Right"), from a place of diversion located on United States Forest Service land (the "Place of Diversion"). A water delivery system exists to deliver a portion of the water obtained from the Mackay Creek Water Right from the Place of Diversion to its place of use. This delivery system consists of two storage tanks and a pipeline that runs from the Place of Diversion, across the upper elevation of Mackay Bar I, under lot 16 of the Mackay Bar Subdivision, into and along the Mackay Bar Subdivision and into Mackay Bar II (the "Water Delivery System"). The Water Delivery System is depicted generally on Exhibit D.

D. A certain percentage of the water obtained pursuant to the Mackay Creek Water Right is also used to create power for Mackay Bar I and Mackay Bar II. A hydro-line runs from the Place of Diversion, across the upper elevation of Mackay Bar I and into a hydro plant on Mackay Bar I that contains a Pelton Wheel (the "Power Plant"). After the water turns the Pelton Wheel, it flows from the Power Plant in a pipeline under lot 17 of the Mackay Bar Subdivision, across the lower elevation of Mackay Bar I and into the Salmon River. A power line connected to the Power Plant runs across a portion of Mackay Bar I and into what is commonly known as the "Power House" on Mackay Bar II. The hydro-line, Power Plant, Pelton Wheel, power line and any related pipelines or equipment shall be referred to hereafter collectively, as the "Hydropower System" and is also depicted generally on Exhibit D. Depending on the water levels in Mackay Creek, the Hydropower System produces power that has traditionally been used on Mackay Bar I and Mackay Bar II. The Water Delivery System and the Hydropower System shall be referred to hereafter collectively, as the "Systems."

E. When Grantor conveys Mackay Bar II to Grantee, Grantor will also convey to Grantee, pursuant to that certain Asset Purchase Agreement and Real Estate Agreement, both by and among Grantor and Grantee, a seven-tenths (7/10ths) portion of the Mackay Creek Water Right and the entire Hydropower System. As such, Grantee desires to obtain and Grantor desires to grant a perpetual, non-exclusive easement for the benefit of Grantee, its heirs, successors and assigns, on, over, across and through those portions of Mackay Bar I over which the Systems run and/or are located (the "Easement Premises").

F. Grantor desires to continue to receive, and Grantee desires to supply to Grantor, so long as it is available, hydropower produced by the Hydropower System for use on Mackay Bar I.

G. In the future, Grantor intends to further develop the Lots and to provide water to the Lots through the Water Delivery System.

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants, bargains, sells and conveys to Grantee, its heirs, successors and assigns, a perpetual, non-exclusive easement on, over, across and through the Easement Premises for the continual location, operation, maintenance and repair of the Systems on the Easement Premises (the "Permitted Uses"). The easement granted herein, with all the related rights and obligations described herein, is referred to hereinafter as the "Water Delivery and Hydropower Easement," and it shall include a limited right of ingress and egress on, across and over Mackay Bar I to allow necessary access to the Easement Premises. If, in exercising Grantee's access rights, Grantee causes any damage to the Easement Premises or the Systems, Grantee shall repair, at its expense, the Easement Premises and the Systems, and return such property to the same condition as it was in prior to the occurrence of the relevant damage (the "Restoration"). If Grantee does not complete the Restoration within a reasonable time following such damage, Grantor shall have the right, in its sole discretion, to undertake and complete the Restoration, and Grantee shall immediately reimburse Grantor for the costs and expenses incurred as part of the Restoration.

2. **EASEMENT RIGHTS.**

2.1 Maintenance of Hydropower System and Portion of Easement Premises. Subject to the terms, conditions and warranties contained herein, Grantee, at its sole cost and expense, shall maintain the Hydropower System and that portion of the Easement Premises over which it runs, or on which it is located (the "Hydropower Premises"), in reasonably good condition and shall repair the Hydropower Premises and the Hydropower System to the extent reasonably required for the use of the Hydropower System and the Easement Premises for the Permitted Uses. All maintenance and repairs shall be undertaken in compliance with applicable federal, state and local laws, rules, regulations, permits and ordinances. Said maintenance and repair shall include, without limitation, the following:

2.1.1 Maintaining, operating, repairing and replacing, when necessary, the Hydropower System and the Hydropower Premises;

2.1.2 Maintaining, operating, repairing and replacing, when necessary, any landscaping components of the Hydropower System or the Hydropower Premises, and such landscaping is to be kept in a good and clean condition.

2.1.3 Grantee's maintenance obligations of the Hydropower System shall only continue for so long as Grantee is obligated to provide hydropower to Grantor or the Related Entities under Section 3 of this Agreement.

2.2 Maintenance of Water Delivery System and Portion of Easement Premises. Subject to the terms, conditions and warranties contained herein, Grantee, shall maintain the Water Delivery System and that portion of the Easement Premises over which it runs, or on which it is located (the "Water System Premises"), in reasonably good condition and shall repair the Water System Premises and the Water Delivery System to the extent reasonably required for the use of the Easement Premises for the Permitted Uses. All costs arising from the maintenance, operation, repair and replacement obligations set forth in this Agreement shall be referred to hereinafter as the "Maintenance Costs." All maintenance and repairs shall be undertaken in compliance with applicable federal, state and local laws, rules, regulations, permits and ordinances. Said maintenance and repair shall include, without limitation, the following:

2.2.1 Maintaining, operating, repairing and replacing, when necessary, the Water System Premises and the Water Delivery System; repairs and replacement in excess of Five Thousand Dollars (\$5,000.00) will require Grantors approval, which approval shall be in Grantor's discretion

2.2.2 Maintaining, operating, repairing and replacing, when necessary, any landscaping components of the Water System Premises and the Water Delivery System, and such landscaping is to be kept in a good and clean condition;

2.2.3 Grantee shall undertake the maintenance required hereunder. The Maintenance Costs shall be allocated as follows: Grantee shall be responsible for seven-tenths (7/10ths) of the Maintenance Costs. Grantor shall be responsible for three-tenths (3/10ths) of the Maintenance Costs ("Grantor's Share"). After Grantee pays the Maintenance Costs, Grantee shall bill Grantor for Grantor's Share, and Grantor shall pay Grantor's Share within fifteen (15) days after receipt of the bill.

2.2.4 At any time, at Grantor's sole discretion, Grantor may takeover the repair, maintenance and management of the Water System Premises and the Water Delivery System and upon doing so, shall bill Grantee its share of the Maintenance Costs. Any Maintenance Costs billed in accordance with this Section 2.2, shall be paid within fifteen (15) days after receipt of the bill. Upon request of the party being billed, the billing party shall produce written evidence of the Maintenance Costs.

2.3 Indemnification. Grantee shall indemnify, defend and hold Grantor, and Grantor's heirs, successors and assigns harmless from any and all loss or liability, claim, demands, including attorneys fees and costs, relating to any damages or injuries to persons or property arising from or in any way related to the use of the Easement Premises by the Grantee and its employees, agents, guests, invitees, and licensees.

2.4 No Interference. Except for the systems thereon, the Easement Premises shall be kept free and open and no Party shall prohibit or attempt to prohibit the Permitted Uses of the Easement Premises. No barriers, structures or other obstructions shall be placed, installed, constructed or located in the Easement Premises that prevent the Permitted Uses. Grantor retains the right to make any use of the Easement Premises that will not materially interfere with Grantee's use of the Easement Premises for the Permitted Uses.

2.5 Relocation. Grantor may, at any time and from time to time, relocate the Easement Premises, at Grantor's sole cost and expense, with the consent of Grantee, which consent shall not be unreasonably withheld. Grantor agrees that if it relocates the Easement Premises, the new location shall be sufficient to allow a reasonable continuation of the Permitted Uses.

2.6 Location of Pipelines. Grantee understands and acknowledges that Grantor does not make any representations or warranties regarding the right (a) of the pipeline running from the Power Plant, under a portion of the Mackay Bar Subdivision and into the Salmon River (all a part of the Hydropower System), or (b) of the pipeline that is part of the Water Delivery System, which runs under part of the Mackay Bar Subdivision, to cross any lot within the Mackay Bar Subdivision.

3. **AGREEMENT TO PROVIDE POWER.** To the extent available, Grantee agrees to provide Grantor with power produced from the Hydropower System ("Power"), for use by Grantor on Mackay Bar I and on lots owned by Grantor in the Mackay Bar Subdivision. Notwithstanding anything in this Agreement to the contrary, Grantee is only obligated to provide Power to a property for so long as Grantor, or Brent Lloyd or Bob Hansberger, or their heirs, or any affiliate, subsidiary or entity related to or owned thereby (collectively, the "Related Entities"), own that property

4. **GRANTOR'S USE OF WATER DELIVERY SYSTEM FOR LOTS OR CABINS.** Grantor may, at any time and at Grantor's sole cost and expense, connect some or all of its cabins or any of the Lots to the Water Delivery System, to provide water obtained through Grantor's portion of the Mackay Creek Water Right to such Lots or cabins for domestic and irrigation use.

5. **NOT A PUBLIC DEDICATION.** Except as provided in Section 4 above, nothing contained herein shall be deemed to be a grant or dedication of any portion of the Easement Premises or the Water Delivery System to the general public or to any owner of a lot within the Mackay Bar Subdivision, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes expressly stated herein.

6. **WATER "AS-IS."** Grantor and Grantee understand and mutually agree that they each take any water deliveries through the Water Delivery System "AS-IS," without any warranty or representation as to its potability or fitness for human consumption.

7. **NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (so long as such services provide written confirmation of delivery) (including U.S. Postal Service Express Mail) or certified mail, return receipt requested, or by facsimile. Any notice given by registered or certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by confirmation. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

If to Grantor:

Mackay Bar Corporation
P.O. Box 7968
380 E. Parkcenter Blvd., Ste. 230
Boise, Idaho 83707
Attn: Yvonne Goundry
Fax: 208-336-0153

If to Grantee:

Mackay Bar Ranch, LLC
HC 83, Box 8010
Cascade, Idaho 83611
Attn: Ken Cameron
Fax: 208-_____

8. **MODIFICATION.** This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and may only be amended by a writing specifically referencing this Agreement and signed by Grantor and Grantee or their successors, legal representatives, assignees or transferees.

9. **RECITALS AND EXHIBITS.** The recitals contained herein and the exhibits attached hereto are incorporated in this Agreement as if set forth herein in full. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, this Agreement shall control.

10. **TIME OF THE ESSENCE.** All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Idaho.

12. **RUNNING OF BENEFITS AND BURDENS.** All of the easements, covenants, conditions and agreements contained in this Agreement shall be a burden on Mackay Bar I, shall be appurtenant to and for the benefit of Mackay Bar II, and shall run with the land.

13. **REMEDIES.** In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing party shall be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

14. **DURATION.** The term of this Agreement shall be perpetual.

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee, their successors and assigns and upon any person acquiring Mackay Bar I or Mackay Bar II, or any portions thereof, or any interest therein, whether by operation of law or otherwise.

16. **INTERPRETATION.** All Parties have been represented by counsel in the course of the negotiations for and the preparation of this Agreement; accordingly, in all cases, the language of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any Party.

17. **SEVERABILITY.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[end of text]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Robert V. Hansberger

Name: R.V. Hansberger

Title: President

GRANTEE:

MACKAY BAR RANCH, an Idaho limited liability company

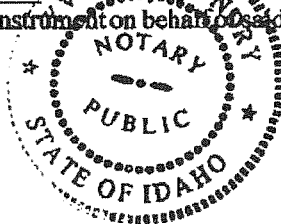
By: KENNETH R CAMERON

Name: Kenneth R Cameron

Title: MEMBER

State of Idaho)
County of Ada) S.S.

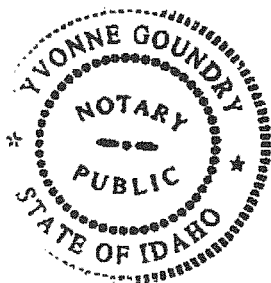
On this 5 day of September, in the year of 2006, before me, a Notary Public in and for said State, personally appeared Robert V. Hansburger, known or identified to me to be the President of Mackay Bar Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise ID
My Commission expires 9/30/12

State of Idaho)
County of Ada) S.S.

On this 8 day of September, in the year of 2006, before me Yvonne Goundry, a notary public, personally appeared KENNETH CAMERON, known or identified to me to be the MEMBER of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at BOISE ID
My Commission expires 9/30/12

Exhibit A

Legal Description of Mackay Bar I

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

H.E.S No. 537 more particularly described as follows, to-wit:

Beginning at Corner No. 1 from which U.S. Location Monument No. 1 bears
South 27°03' West, 9,000.42 feet;

thence with the meander of the Salmon River,

north 25°06' West, 320.10 feet;

thence North 11°10' East, 638.22 feet;

thence North 13°35' East, 742.50 feet;

thence North 8°22' East, 456.72 feet;

thence North 22°24' East, 67.98 feet to Corner No. 2;

thence South 83°51' East, 828.96 feet to Corner No. 3;

thence North 75°09' East, 712.14 feet to Corner No. 4;

thence South 45°00' East, 411.18 feet to Corner No. 5;

thence South 39°31' West, 2,212.32 feet to Corner No. 6;

thence South 68°49' West, 698.94 feet to Corner No. 1,

the place of beginning.

LESS Tract No. 1 of the Mackay Bar Subdivision according to the recorded plat
thereof.

Exhibit B

Legal Description of Mackay Bar II

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

Tract 37 according to Survey No. S-818, dated January 14, 1993 and recorded March 24, 1993, as Instrument No. 367928, records of Idaho County, Idaho

Exhibit C

Legal Description of the Lots

Lots Six, Seven, Eight, Nine and Ten in Tract No. 1, Mackay Bar Subdivision, Idaho County, State of Idaho, according to the recorded plat thereof.

Exhibit D

Depiction of Water Delivery System and Hydropower System

[Attached]

Exhibit D

SURVEY FOR MACKAY BAR CORPORATION

PARCELS OF LAND LYING IN APPROXIMATE SECTION 32,
UNSURVEYED T.24N., R.0E., BOISE MERIDIAN, IDAHO COUNTY,
IDAHO, DESIGNATED AS H.E.S. NO. 537, ALSO KNOWN AS
SALMON RIVER SPORTSMAN'S CAMPS, INC. AND TRACT 37
2006

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING A REGISTERED LAND
SURVEYOR IN THE STATE OF IDAHO HEREBY ATTEST THAT THIS IS AN
ACCURATE REPRESENTATION OF SURVEY AS MADE BY ME AND IS IN
CONFORMITY FOR THE CORNER PERPETUATION AND FILING ACT - IDAHO
CODE 55-1801 THROUGH 55-1813.

COLLEEN MARKS, L.S. 7045

Mackay Creek Hydroplant Water Line

Mackay Creek Irrigation and Domestic Water Line

Not Surveyed, General Purpose Only



LEGEND

- PROPERTY BOUNDARY
- FUTURE DIVISION LINE
- LIMITS OF LANDING STRIP EASEMENT
- EXISTING FENCE LINE
- ▨ GARDEN EASEMENT AREA
- ◆ FOUND BRASS CAP MONUMENT
- FOUND 1/2" IRON PIN
- SET 1/2" IRON PIN W/PLASTIC CAP MARKED LS 7045
- CALC. POINT
- CALC. POINT
- () DATA OF RECORD

200 0 100 200 400
SCALE IN FEET

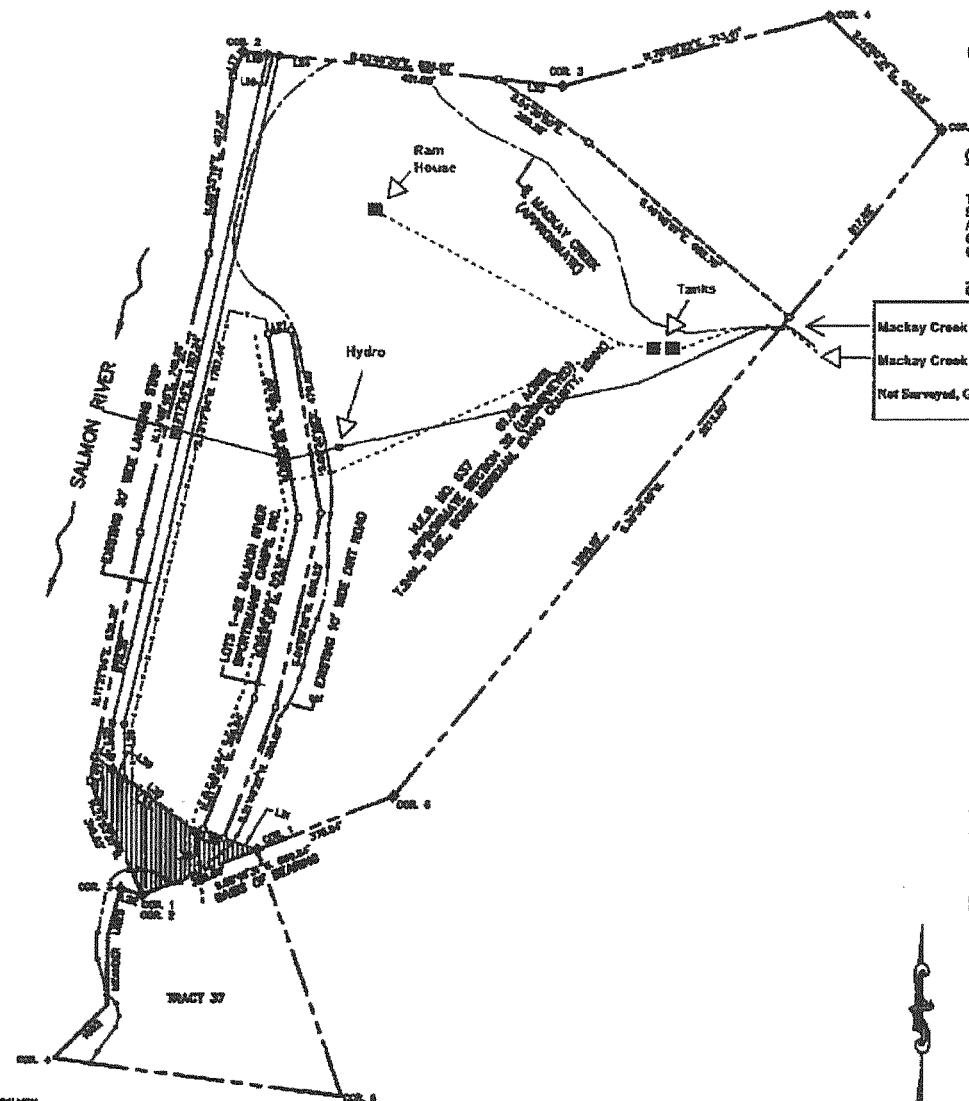
INDEX No. 2481-32-000-3-27

MARKS LAND SURVEYING, INC.
COLLEEN MARKS, L.S. 7045
8405 LUSTICK RD.
BOISE, IDAHO 83704
PH: (208) 378-7703 FAX: 378-7738

DATE: 8/21/06 DRAWN BY: TMR PLANNING: HSB/STW

NOTES:

1. REFERENCE IS MADE TO THE FOLLOWING SUBDIVISION PLAT: SALMON RIVER SPORTSMAN'S CAMPS, INC., INSTRUMENT NO. 201126, RECORDED OF IDAHO COUNTY, IDAHO.
2. REFERENCE IS MADE TO THE FOLLOWING RECORD OF SURVEY INSTRUMENT NO. 201126 AND 201127, RECORDED OF IDAHO COUNTY, IDAHO.



450848

When recorded return to:
L. Edward Miller
GIVENS PURSLEY LLP
601 W. Bannock St.
P.O. Box 2720
Boise, Idaho 83701-2720

STATE OF IDAHO County of Idaho	
IDAHO COUNTY TITLE CO.	
4:30 p.m.	9-11-06
ROSE E. GENRING	
By <u>[Signature]</u>	Recorder
Fees \$ 32.00	Deputy

m/pu

SPRING AGREEMENT AND EASEMENT

This Spring Agreement and Easement ("Agreement") is made effective this 8 day of September, 2006, by and between Mackay Bar Corporation, an Idaho corporation ("Grantor"), and Mackay Bar Ranch LLC, an Idaho limited liability company ("Grantee"). Grantor and Grantee may each be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. Grantor is the owner of two parcels of real property located in Idaho County, Idaho, commonly known and referred to herein as "Mackay Bar I" and "Mackay Bar II." The legal description for Mackay Bar I is attached hereto as Exhibit A. The legal description for Mackay Bar II is attached hereto as Exhibit B.

B. There is a spring located on Mackay Bar II that is commonly known as the "Mackay Spring," and Grantor is the owner of Water Right No. 77-4045, as designated by the Idaho Department of Water Resources, with a point of diversion at the Mackay Spring (the "Mackay Spring Water Right").

C. In accordance with that certain Real Estate Purchase and Sale Agreement by and between Grantor and Grantee (the "Real Estate Agreement"), Grantor shall convey to Grantee Mackay Bar II and the Mackay Spring Water Right.

D. The water obtained from the Mackay Spring Water Right is used in connection with a water delivery system that consists of a series of pipelines and related equipment and improvements, that run from the place of diversion on Mackay Bar II, across part of Mackay Bar II, into Mackay Bar I, in front of the Mackay Bar Subdivision, and to a location on Mackay Bar I, where the pipeline runs through a water purification system and is connected to three storage tanks (together, the "Spring Water Delivery System"). The Spring Water Delivery System is depicted generally on Exhibit C. In accordance with that certain Asset Purchase Agreement, executed contemporaneously herewith (the "Asset Purchase Agreement"), Grantor shall convey to Grantee, its right in the Spring Water Delivery System.

E. Grantee desires to obtain from Grantor, and Grantor desires to grant, a perpetual, non-exclusive easement for the benefit of Grantee, its heirs, successors, assigns, on, over, across and through those portions of Mackay Bar I over which the Spring Water Delivery System runs and/or is located (the "Easement Premises"). Furthermore, Grantor desires to obtain and Grantee desires to provide a portion of the water obtained from the Mackay Spring Water Right for use at certain cabins owned by Grantor.

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants, bargains, sells and conveys to Grantee, its heirs, successors and assigns, a perpetual, non-exclusive easement on, over, across and through the

SPRING AGREEMENT AND EASEMENT- 1
S:\CLIENTS\6864\SPRING AGREEMENT AND EASEMENT - FINAL.DOC

Easement Premises for the continual location, operation, maintenance and repair of the Spring Water Delivery System on the Easement Premises (the "Permitted Uses"). The easement granted herein, with all rights and obligations described herein, is referred to hereinafter as the "Spring Easement," and it shall include a limited right of ingress and egress on, across and over Mackay Bar I to allow necessary access to the Easement Premises for the Permitted Uses. If in exercising Grantee's access rights, Grantee causes any damage to the Easement Premises or the Spring Water Delivery System, Grantee shall repair, at its expense, the Easement Premises or the Spring Water Delivery System, and return such property to the same condition as it was in prior to the occurrence of the relevant damage (the "Restoration"). If Grantee does not complete the Restoration within a reasonable time following such damage, Grantor shall have the right, in its sole discretion, to undertake and complete the Restoration, and Grantee shall immediately reimburse Grantor for the costs and expenses incurred as a part of the Restoration.

2. EASEMENT RIGHTS.

2.1 Maintenance of Spring Water Delivery System and Easement Premises. Grantee, at its sole cost and expense, shall maintain the Spring Water Delivery System and that portion of the Easement Premises over which it runs, or on which it is located (the "Water System Premises"), in reasonably good condition and shall repair the Water System Premises and the Spring Water Delivery System to the extent reasonably required for the use of the Easement Premises for the Permitted Uses. All maintenance and repairs shall be undertaken in compliance with all applicable federal, state and local laws, rules, regulations, permits and ordinances. Said maintenance and repair shall include, without limitation, the following:

2.1.1 Maintaining, operating, repairing and replacing, when necessary, the Water System Premises and the Spring Water Delivery System; and

2.1.2 Maintaining, operating, repairing and replacing, when necessary, any landscaping components of the Water System Premises and the Spring Water Delivery System, and such landscaping is to be kept in a good and clean condition.

2.1.3 Notwithstanding anything in this Agreement to the contrary, Grantor shall be responsible for the maintenance and repair cost of the pipelines and other related systems connecting the Cabins to the Spring Water Delivery System.

2.2 Indemnification. Grantee shall indemnify, defend and hold Grantor, and Grantor's heirs, successors and assigns harmless from any and all loss or liability, claim, demands, including attorneys fees and costs, relating to any damages or injuries to persons or property arising from or in any way related to the use of the Easement Premises by the Grantee and its employees, agents, guests, invitees and licensees.

2.3 No Interference. Except for the Spring Water Delivery System thereon, the Easement Premises shall be kept free and open and no Party shall prohibit or attempt to prohibit the Permitted Uses of the Easement Premises. No barriers, structures or other obstructions shall be placed, installed, constructed or located in the Easement Premises that prevent the Permitted Uses. Grantor retains the right to make any use of the Easement Premises that will not materially interfere with Grantee's use of the Easement Premises for the Permitted Uses.

2.4 Relocation. Grantor may, at any time and from time to time, relocate the Easement Premises, at Grantor's sole cost and expense (or as otherwise agreed upon by the Parties), with the consent of Grantee, which consent shall not be unreasonably withheld. Grantor agrees that if it relocates the Easement Premises, the new location shall be sufficient to allow a reasonable continuation of the Permitted Uses.

3. **WATER AGREEMENT.** Grantor owns certain cabins on Mackay Bar I that are commonly known as the "Holland", the "Bear", and the "Ran House" (collectively, the "Cabins"). Grantor has historically provided to the Cabins water that was obtained pursuant to the Mackay Spring Water Right and delivered through the Spring Water Delivery System. Grantee agrees to continue to provide to the Cabins water obtained pursuant to the Mackay Spring Water Right and delivered through the Spring Water Delivery System so long as Grantor, Brent Lloyd or Bob Hansberger, or their heirs, or an affiliate, subsidiary or entity related to or owned thereby (together, the "Related Entities" or each a "Related Entity," as the case may be), own the Cabins. The water so provided shall be the same general quantity and quality of water that has traditionally been made available to the Cabins and shall be for potable domestic use only, and not for irrigation. Upon the sale of a Cabin to an owner that is not a Related Entity (an "Unrelated Party"), Grantee, at its discretion, may keep that Cabin connected to the Spring Water Delivery System or provide water by way of a water delivery system connected to Mackay Creek (the "Mackay Creek Water Delivery System"). Upon the sale of a Cabin to an Unrelated Party, and upon an election by Grantee to have such Cabin connected to the Mackay Creek Water Delivery System, Grantor, after receiving notice from Grantee and within a reasonable time thereof, at its sole cost and expense, shall disconnect the Cabin from the Spring Water Delivery System and shall connect the Cabin to the Mackay Creek Water Delivery System. The water provided to a Cabin connected to the Mackay Creek Water Delivery System shall be from that portion of Water Right No. 77-2088 retained by Grantor pursuant to the Real Estate Agreement.

4. **NOT A PUBLIC DEDICATION.** Nothing contained herein shall be deemed to be a grant or dedication of any portion of the Easement Premises to the general public, it being the intention of the Parties to that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. **NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (so long as such services provide written confirmation of delivery) (including U.S. Postal Service Express Mail) or certified mail, return receipt requested, or by facsimile. Any notice given by registered or certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by confirmation. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

If to Grantor:

Mackay Bar Corporation
P.O. Box 7968
380 E. Parkcenter Blvd., Ste. 230
Boise, Idaho 83707
Attn: Yvonne Goundry
Fax: 208-336-0153

If to Grantee:

Mackay Bar Ranch LLC
HC 83, Box 8010
Cascade, Idaho 83611
Attn: Ken Cameron
Fax: 208-_____

6. **MODIFICATION.** This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and may only be amended by a writing specifically referencing this Agreement and signed by the Parties, or their successors, legal representatives, assignees or transferees. Although benefited hereby, the owners of any properties benefited by this Agreement, other than the Parties, shall have no right to consent to, object or prevent any amendment, modification or termination of this Agreement made upon the mutual agreement of the Parties.

7. **RECITALS AND EXHIBITS.** The recitals contained herein and the exhibits attached hereto are incorporated in this Agreement as if set forth herein in full. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, this Agreement shall control.

8. **TIME OF THE ESSENCE.** All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Idaho.

10. **RUNNING OF BENEFITS AND BURDENS.** All of the easements, covenants, conditions and agreements contained in this Agreement shall be a burden on Mackay Bar I, shall be appurtenant to and for the benefit of Mackay Bar II, and shall run with the land.

11. **REMEDIES.** In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing party shall be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

12. **DURATION.** The term of this Agreement shall be perpetual.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee, their successors and assigns and upon any person acquiring Mackay Bar I or Mackay Bar II, or any portions thereof, or any interest therein, whether by operation of law or otherwise.

14. **INTERPRETATION.** All Parties have been represented by counsel in the course of the negotiations for and the preparation of this Agreement; accordingly, in all cases, the language of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. **SEVERABILITY.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[end of text]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

GRANTOR:

MACKAY BAR CORPORATION, an Idaho corporation

By: Robert V. Hansberger

Name: R.V. Hansberger

Title: President

GRANTEE:

MACKAY BAR RANCH, LLC, an Idaho limited liability company

By: KENNETH R CAMERON

Name: Kenneth R Cameron

Title: MEMBER

SPRING AGREEMENT AND EASEMENT- 5

OAYVONNEBMRMACKAY BAR SALE CAMERONSPRING AGREEMENT AND EASEMENT - DIST.DOC

State of Idaho)
County of Ada) S.S.

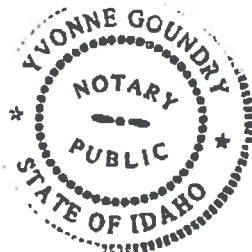
On this 5 day of September, in the year of 2006, before me, a Notary Public in and for said State, personally appeared Robert V. Hansberger, known or identified to me to be the President of Spring Valley, Inc. Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at Boise ID
My Commission expires 9/30/12

State of Idaho)
County of Ada) S.S.

On this 8 day of September, in the year of 2006, before me Yvonne Goundry, a notary public, personally appeared KENNETH CAMERON, known or identified to me to be the MEMBER of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Yvonne Goundry
Notary Public for Idaho
Residing at BOISE ID
My Commission Expires _____

SPRING AGREEMENT AND EASEMENT-6

C:\DOCUMENTS AND SETTINGS\YGOUNDRY\ALLIANCBLOCAL SETTINGS\TEMPORARY INTERNET FILES\OLK6\SPRING AGREEMENT AND EASEMENT GP03 - DIST.DOC

Exhibit A

Legal Description of Mackay Bar 1

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

H.E.S No. 537 more particularly described as follows, to-wit::

Beginning at Corner No. 1 from which U.S. Location Monument No. 1 bears
South 27°03' West, 9,000.42 feet;

thence with the meander of the Salmon River,

north 25°06' West, 320.10 feet;

thence North 11°10' East, 638.22 feet;

thence North 13°35' East, 742.50 feet;

thence North 8°22' East, 456.72 feet;

thence North 22°24' East, 67.98 feet to Corner No. 2;

thence South 83°51' East, 828.96 feet to Corner No. 3;

thence North 75°09' East, 712.14 feet to Corner No. 4;

thence South 45°00' East, 411.18 feet to Corner No. 5;

thence South 39°31' West, 2,212.32 feet to Corner No. 6;

thence South 68°49' West, 698.94 feet to Corner No. 1,

the place of beginning.

LESS Tract No. 1 of the Mackay Bar Subdivision according to the recorded plat
thereof.

Exhibit B

Legal Description of Mackay Bar II

Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho, Section 32 (Unsurveyed):

Tract 37 according to Survey No. S-818, dated January 14, 1993 and recorded March 24, 1993, as Instrument No. 367928, records of Idaho County, Idaho

EXHIBIT B - SPRING AGREEMENT AND EASEMENT - 8
S:\CLIENTS\6364\SPRING AGREEMENT AND EASEMENT - FINAL.DOC

Exhibit C

Depiction of Spring Water Delivery System

[Attached]

EXHIBIT C – SPRING AGREEMENT AND EASEMENT - 9
8:\CLIENTS\6064\SPRING AGREEMENT AND EASEMENT - FINAL.DOC

Exhibit C

SURVEY FOR MACKAY BAR CORPORATION

PARCELS OF LAND LYING IN APPROXIMATE SECTION 32,
UNSURVEYED T.24N., R.8E., BOISE MERIDIAN, IDAHO COUNTY,
IDAHO, DESIGNATED AS H.E.S. NO. 537, ALSO KNOWN AS
SALMON RIVER SPORTSMAN'S CAMPS, INC. AND TRACT 37
2008

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, COLLEEN MARKS, BEING A REGISTERED LAND
SURVEYOR IN THE STATE OF IDAHO HEREBY ATTEST THAT THIS IS AN
ACCURATE REPRESENTATION OF SURVEY AS MADE BY ME AND IS IN
CONFORMITY FOR THE CORNER PERPETUATION AND FILING ACT - IDAHO
CODE 55-1001 THROUGH 55-1013.

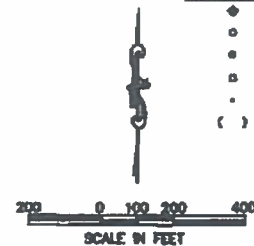
COLLEEN MARKS, L.S. 7045

Mackay Spring Water System
Not Surveyed, General Use Only



LEGEND

- PROPERTY BOUNDARY
- FUTURE DIVISION LINE
- LIMITS OF LANDING STRIP EASEMENT
- EXISTING FENCE LINE
- ▨ GARDEN EASEMENT AREA
- ◆ FOUND BRASS CAP MONUMENT
- FOUND 1/2" IRON PIN
- SET 1/2" IRON PIN W/PLASTIC CAP
- MARKED L.S. 7045
- CALC. POINT
- CALC. POINT
- () DATA OF RECORD



INDEX No. 2481-32-000-3-27

MARKS LAND SURVEYING, INC.
COLLEEN MARKS, L.S. 7045
6405 USTRICK RD.
BOISE, IDAHO 83704
PH (208) 379-7700 FX 379-7700

NOTES:

1. REFERENCE IS MADE TO THE FOLLOWING EASEMENT PLAN DESIGN
UNDER SPORTSMAN'S CAMPS, INC., INSTRUMENT NO. 50088, RECORD
OF IDAHO COUNTY, IDAHO.
2. REFERENCE IS MADE TO THE FOLLOWING RECORD OF SURVEY
INSTRUMENT NO. 50088 AND 50089, RECORD OF IDAHO COUNTY,
IDAHO.

