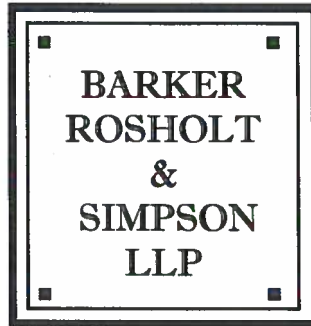


Albert P. Barker
John A. Rosholt
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Paul L. Arrington
Scott A. Magnuson
Sarah W. Higer



195 River Vista Place, Suite 204
Twin Falls, Idaho 83301-3029
(208) 733-0700 telephone
(208) 735-2444 facsimile

1010 W. Jefferson St., Suite 102
Post Office Box 2139
Boise, Idaho 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

RECEIVED

MAR 28 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

March 26, 2013

Michael Wickes
279 Clonmell Upland Road
West Grove, PA 19390

RE: *First Addendum to Joint Ownership Agreement*

Mr. Wickes,

Enclosed, please find the original recorded *First Addendum to Joint Ownership Agreement*.

Should you have any questions, please contact Paul Arrington at (208) 733-0700.

Thank you,


Jessica Nielsen
Assistant for Paul L. Arrington

Enclosure

cc: Amita Smith
Cindy Yenter (IDWR) ✓

PLA/jn

RECEIVED

MAR 28 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

FIRST ADDENDUM TO JOINT OWNERSHIP AGREEMENT

THIS FIRST ADDENDUM TO THE JOINT OWNERSHIP AGREEMENT,

("Addendum") is made and entered into by and between Amita Smith ("Smith") and Michael Wickes ("Wickes") (collectively referred to as the "Parties").

WHEREAS, Smith and Wickes entered into the Joint Ownership Agreement ("Agreement"), which was recorded on December 14, 2009 (Gooding County Instrument No. 232810); and

WHEREAS, Smith and Wickes desires to amend the Agreement to allow for the ownership of the water rights to be split based on Parcels; and

WHEREAS, other amendments to the Agreement are necessary for the operation of the water rights with split ownership;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, by and between the Parties, as and for adequate and mutual consideration, which is hereby acknowledged, the following:

1. **OPERATION, MAINTENANCE & RIGHT OF WAY:** Paragraph 2, including all of its subparts, is hereby deleted in its entirety and replaced with the following New Paragraph 2:

2. **OPERATION, MAINTENANCE & RIGHT OF WAY:**

A. *All Operation, Maintenance and other related charges associated with the diversion and beneficial use of water right 37-12974, and its respective splits, from the point of diversion at Stoddard Spring to the spring box located on Parcel 2 shall be divided proportionally between the Parties, their successors and assigns, based on their ownership interest in the*



Ranch, as identified is Paragraph 1 of the Agreement.

B. Each Parcel owner shall be responsible for the operation, maintenance and other related charges for all water use on their respective Parcel(s).

C. The owner of Parcel 1 shall be responsible for operation, maintenance and other related charges for the northwest irrigation pipeline from the point of diversion at River Road to terminus.

D. The owners of Parcels 2 and 3 shall equally share, notwithstanding the fact that Parcel 2 is larger than Parcel 3, the operation, maintenance and other related charges for the southeast main pipeline from the diversion at River Road to terminus. Costs will be equally shared due to the opportunity for the owner of Parcel 3 to install a hydroelectric system on the southeast pipeline, as identified in Paragraph 4.

E. Any lateral irrigation lines shall be maintained by each Parcel owner on his/her respective Parcel.

F. The owners of Parcels 2 and 3 shall have a right of way, extending through Parcels 2 and 3, for the sole purpose of operating, maintaining and/or repairing the southeast main pipeline. Said right of way shall extend ten (10) feet on either side of the shared irrigation system.

2. MODIFICATIONS TO THE WATER RIGHT OR WATER SYSTEM:

Paragraph 4 of the Agreement shall be replaced with following the New Paragraph 4:

4. NO INTERFERENCE WITH WATER USE: *The Parties, their*

successors and assigns, shall ensure that any changes they make to their respective water use and/or systems do not, in any way, materially interfere with the use and enjoyment, by the other Parties, their successors and assigns, of water right 37-21974, or its respective splits. Such changes may including, but are not limited to, disrupting or blocking the flow of the water in any manner, constructing new ponds or streams, or relocating any pond, stream or pipeline. Nothing in this paragraph shall impact or impair the right of the owner of Parcel 3 to construct a hydroelectric facility.

3. **OWNERSHIP OF WATER RIGHT:** Paragraph 5 of the Agreement shall be replaced with the following New Paragraph 5:

5. **OWNERSHIP OF WATER RIGHT:** *All Parties agree that ownership of water right 37-12974 shall be split based on the proportion of ownership in the Ranch, as defined in Paragraph 1 of the Agreement.*

4. **OBLIGATIONS RUN WITH THE LAND:** The Agreement, including this Addendum, thereto, shall inure to the benefit of, and is binding upon, the Parties hereto, and their respective heirs, representatives, successors and assigns.

///

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///

///

IN WITNESS WHEREOF, and for adequate mutual consideration, herby acknowledged,
the Parties have executed this Agreement.

DATED this 20 day of March, 2013:

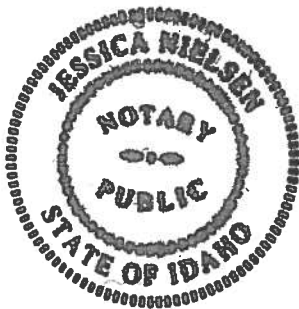


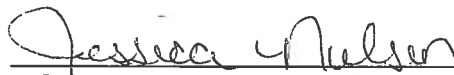
Amita Smith
P.O. BOX 84
BLISS, IDAHO 83314

STATE OF IDAHO)
County of Twin Falls) ss.

On this 20 day of March, 2013, before me, a Notary Public for said County and State, personally appeared Amita Smith and executed the foregoing instrument titled Joint Ownership Agreement.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4/3/18

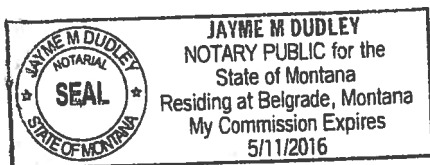
DATED this 20 day of January, 2013

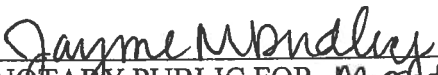

Michael Wickes
P.O. Box 3313
Hailey, ID 83333

STATE OF MONTANA)
) ss.
County of Gallatin)

On this 20 day of February, 2013, before me, a Notary Public for said County and State, personally appeared Michael Wickes, known or identified to me, and executed the foregoing instrument titled Joint Ownership Agreement.

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




NOTARY PUBLIC FOR Montana
Residing at: Belgrade, MT
My commission expires: 5/11/16

Instrument # 232810

GOODING, GOODING, IDAHO

12-14-2009 03:00:45 No. of Pages: 16

Recorded for : SMITH, AMITA

DENISE M. GILL

Ex-Officio Recorder Deputy Fee: 48.00

JOINT OWNERSHIP AGREEMENT

RECEIVED

FEB 19 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

THIS JOINT OWNERSHIP AGREEMENT ("Agreement") is made and entered into by and between Amita Smith ("Smith") and Michael Wickes ("Wickes") (collectively referred to as the "Parties").

WHEREAS, Smith and Wickes are the owners of real property located in Gooding County, Idaho, which is commonly referred to as the "Lava Springs Ranch" or "Sage Waters" (hereinafter "Ranch"); and

WHEREAS, the Ranch is comprised of three separate and adjacent parcels of land, totaling 26.65 acres (the "Parcels"); and

WHEREAS Smith is the owner of record of Parcel 1, which consists of 12.86 acres (or 48.4%) of the Ranch property, and is legally described as indicated in EXHIBIT A attached herewith; and

WHEREAS Wickes is the owner of record of Parcel 2, which consists of 8.82 acres (or 33.1%) of the Ranch property, and is legally described as indicated in EXHIBIT B attached herewith; and

WHEREAS Wickes is also the owner of record of Parcel 3, which consists of 4.97 acres (or 18.5%) of the Ranch property, and is legally described as indicated in EXHIBIT C attached herewith; and

WHEREAS, water right 37-12974 is appurtenant to the Ranch and authorizes a diversion rate of 1.816 cubic feet per second ("cfs") for irrigation and aesthetic uses within the Ranch; and

WHEREAS, the Ranch water system originates from Stoddard Spring and consists of a spring box and gravity driven pipe, as well as an irrigation system and aesthetic water

system; and

WHEREAS, the aesthetic water system flows through and benefits all three Parcels and consists of two major ponds, creeks and waterfalls, and

WHEREAS, given the common benefit derived from the aesthetic use of water right 37- 12974, it would be infeasible to divide ownership of the water right; and

WHEREAS, Smith and Wickes desire to enter into an agreement to allocate the operation, maintenance and other obligations associated with the ownership and use of water right 37-12974, in proportion to the number of acres owned within the Ranch;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, by and between the Parties, as and for adequate and mutual consideration, which is hereby acknowledged, the following:

1. **ALLOTMENT OF WATER FOR IRRIGATION:** Water right 37-12974 authorizes a diversion rate of 1.816 cfs for irrigation and aesthetic purposes. Each parcel is entitle to a proportional share of water right 37-12974 for irrigation:

A. The owner of Parcel 1 shall be entitled to divert 0.879 cfs for irrigation, which constitutes 48.4% of water right 37-12974;

B. The owner or Parcel 2 shall be entitled to divert 0.601 cfs for irrigation, which constitutes 33.1% of water right 37-12974;

C. The owner of Parcel 3 shall be entitled to divert .336 cfs for irrigation, which constitutes 18.5% of water right 37-12974.

In the event that there is less than the authorized diversion rate for water right 37-12974 available for diversion, then the Parties shall be entitled to a proportional share of the available water, based on the percentages identified above the Parties consent that this Agreement

subordinates each party's rights to the agreed amount without regard to priority. The Parties explicitly agree not to challenge the rights of parties as defined by this Agreement based on the elements of the water rights as defined by the Idaho Department of Water Resources ("IDWR"). This Agreement governs the rights of the Parties in all respects as concerns water right 37-12974.

2. OPERATION, MAINTENANCE & RIGHT OF WAY:

A. All Operation, Maintenance and other related charges associated with the diversion and beneficial use of water right 37-12974 from the point of diversion at Stoddard Spring to the spring box located on Parcel 2 shall be divided proportionally among the Parties, based on their ownership interest in the Ranch, as identified above.

B. Each Parcel owner shall be responsible for the operation, maintenance and other related charges for the portion of the aesthetic water system located on the Parcel owner's respective Parcel.

C. The owner of Parcel 1 shall be responsible for operation, maintenance and other related charges for the northwest irrigation pipeline from the point of diversion at River Road to terminus.

D. The owners of Parcels 2 and 3 shall equally share, notwithstanding the fact that Parcel 2 is larger than Parcel 3, the operation, maintenance and other related charges for the southeast main pipeline from the diversion at River Road to terminus. Costs will be equally shared due to the opportunity for the owner of Parcel 3 to install a hydroelectric system on the southeast pipeline, as identified in Paragraph 4.

E. Any lateral irrigation lines shall be maintained by each Parcel owner on his/her respective Parcel.

F. The owners of Parcels 2 and 3 shall have a right of way, extending

through Parcels 2 and 3, for the sole purpose of operating, maintaining and/or repairing the southeast main pipeline. Said right of way shall extend ten (10) feet on either side of the shared irrigation system.

3. **HYDROELECTRIC WATER RIGHT:** The owner of Parcel 3 shall have the right, at the sole discretion of the owner of Parcel 3, to obtain a water right from the IDWR and to install and use a hydroelectric generator on the southeast pipeline. Any water used for this purpose shall be subordinate to water right 37-12974 and such use shall not interfere with the use of water right 37-12974, as herein discussed. The owner of Parcel 3 shall be responsible for any costs incurred in developing any associated water right under this paragraph.

4. **MODIFICATIONS TO THE WATER RIGHT OR WATER SYSTEM:** No changes to the water right or water system, including, but not limited to, placing any portion of water right 37-21974 in the Idaho water bank, disrupting or blocking the flow of the water in any manner, constructing new ponds or streams, or relocating any pond, stream or pipeline, may be completed without the express, written consent of the owners of Parcels 1, 2, and 3; provided, however, that nothing in this paragraph shall impact or impair the right of the owner of Parcel 3 to construct a hydroelectric facility.

5. **OWNERSHIP OF WATER RIGHT:** All Parties agree that water right 37-12974 shall be owned by all Parcel owners and shall file with the IDWR a *Notice of Change in Ownership*, available from the IDWR, executed by all Parties, such that IDWR's records correctly reflect the ownership of Parcels 1, 2 and 3. Furthermore, an additional *Notice of Change in Ownership* shall be required anytime the ownership of any Parcel is transferred.

6. **GOVERNING LAW:** This agreement shall be governed by the laws of the

State of Idaho. The failure to object to any breach of any term or condition in this Agreement shall not constitute a waiver and no failure to object shall be deemed a waiver of any prior or subsequent breach.

7. **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and oral agreements. No promise or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance on any statement or representation by any other Party or their agent.

8. **COOPERATION:** All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force to the basic terms and intent of this Agreement.

9. **COVENANT RUNNING WITH THE LANDS:** It is understood and agreed that this Agreement shall be a covenant running with the lands of the Parties described herein, and shall inure to the benefit of said lands. This Agreement shall be recorded in the official records of Gooding County, Idaho.

10. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement shall hereby supersede and supplant any and all prior agreements pertaining to the ownership, operation, maintenance and any other obligations relating to water right 37-12974.

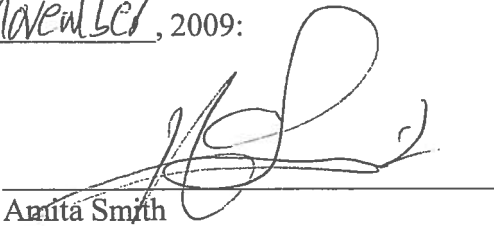
11. **ATTORNEYS' FEES:** In the event either Party hereto shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting Party agrees to pay the prevailing Party's reasonable attorney's fees.

12. **SEVERABILITY:** If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not

be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, and for adequate mutual consideration, herby acknowledged,
the Parties have executed this Agreement.

DATED this 10 day of November, 2009:



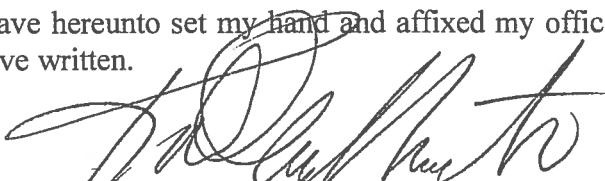
Amita Smith
P.O. BOX 84
BLISS, IDAHO 83314

STATE OF IDAHO)
County of Gooding) ss.

On this 10th day of November, 2009, before me, a Notary Public for said County and State, personally appeared Amita Smith and executed the foregoing instrument titled Joint Ownership Agreement.

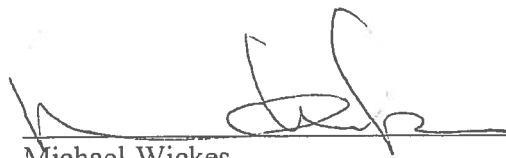
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





NOTARY PUBLIC FOR IDAHO
Residing at: Hagerman, ID
My commission expires: 10/30/2012

DATED this 4 day of December, 2009

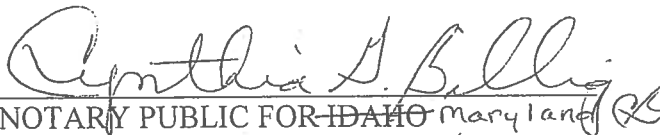


Michael Wickes
990 Chestervill Rd.
Lincoln Univ., PA 19352

STATE OF MARYLAND)
) ss.
County of Cecil)

On this 4th day of December, 2009, before me, a Notary Public for said County and State, personally appeared Michael Wickes, known or identified to me, and executed the foregoing instrument titled Joint Ownership Agreement.

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



NOTARY PUBLIC FOR ~~IDAHO~~ Maryland *CB*
Residing at: 4434 Telegraph Rd Elkton, MD 21921
My commission expires: 03/01/2011



Engineers Surveyors Planners

EXHIBIT A

March 19, 2008

Property Description
for
James and Leslee Reed

Parcel 1
12.86 Acres



A tract of land located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at the northwest corner of said Section 27;
Thence South $00^{\circ}29'00''$ East a distance of 2,669.73 feet to the southwest corner of said SW4 NW4 and the northwest corner of said NW4 SW4 and the True Point of Beginning;
Thence North $89^{\circ}38'59''$ East a distance of 165.00 feet;
Thence North $00^{\circ}29'00''$ West a distance of 565.44 feet;
Thence South $74^{\circ}55'29''$ East a distance of 282.68 feet;
Thence South $58^{\circ}20'42''$ East a distance of 214.78 feet;
Thence South $75^{\circ}45'21''$ East a distance of 107.92 feet;
Thence South $49^{\circ}37'55''$ East a distance of 88.64 feet;
Thence South $66^{\circ}07'05''$ East a distance of 120.75 feet;
Thence South $29^{\circ}00'03''$ East a distance of 156.36 feet;
Thence South $64^{\circ}23'20''$ West a distance of 139.71 feet;
Thence North $41^{\circ}50'51''$ West a distance of 310.19 feet;
Thence South $18^{\circ}06'44''$ West a distance of 146.30 feet;
Thence South $01^{\circ}34'11''$ East a distance of 133.90 feet;
Thence South $19^{\circ}45'11''$ West a distance of 130.97 feet;
Thence South $14^{\circ}06'47''$ East a distance of 141.55 feet;
Thence South $27^{\circ}12'13''$ West a distance of 103.07 feet;
Thence South $53^{\circ}09'28''$ West a distance of 140.19 feet;
Thence South $74^{\circ}19'00''$ West a distance of 216.27 feet;
Thence South $36^{\circ}54'01''$ West a distance of 359.43 feet;
Thence North $00^{\circ}29'00''$ West a distance of 773.84 feet to the POINT OF BEGINNING.

The above described tract contains 12.86 acres, more or less and is subject to and includes use of an easement 40.00 feet in width for the protection on a year around flowing stream located in the Northwest



Quarter of the Southwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, and lying 20.00 left and 20.00 feet right of the following describe centerline;

Commencing at the northwest corner of said NW4 SW4;
Thence South $00^{\circ}29'00''$ East a distance of 773.84 feet along the westerly boundary of said NW4 SW4 to the True Point of Beginning;
Thence North $36^{\circ}54'01''$ East a distance of 359.43 feet to the Terminus of said easement.

And also including use of an easement for purpose of ingress, egress and public utilities over a strip of land 30.00 feet in width and located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at northwest corner of said NW4 SW4;
Thence South $00^{\circ}29'00''$ East a distance of 773.84 feet;
Thence North $89^{\circ}42'43''$ East a distance of 623.68 feet;
Thence South $89^{\circ}16'39''$ East a distance of 470.10 feet;
Thence North $16^{\circ}33'17''$ West a distance of 235.53 feet;
Thence North $05^{\circ}38'48''$ West a distance of 94.40 feet;
Thence North $10^{\circ}53'58''$ East a distance of 248.13 feet;
Thence North $12^{\circ}21'01''$ East a distance of 244.80 feet to the southwest boundary of River Road;

Thence North $37^{\circ}39'01''$ West a distance of 105.36 feet along said boundary to the True Point of Beginning;

Thence South $35^{\circ}56'54''$ West a distance of 89.44 feet;
Thence South $59^{\circ}48'26''$ West a distance of 65.67 feet;
Thence North $62^{\circ}22'44''$ West a distance of 106.91 feet;
Thence North $64^{\circ}23'20''$ East a distance of 37.45 feet;
Thence South $62^{\circ}22'44''$ East a distance of 67.73 feet;
Thence North $59^{\circ}48'26''$ East a distance of 42.77 feet;
Thence North $35^{\circ}56'54''$ East a distance of 91.93 feet to the southwest boundary of River Road;

Thence South $37^{\circ}39'01''$ East a distance of 31.27 feet along said boundary to the True Point of Beginning.

And also subject to a scenic easement, in which no structures of any kind are permitted, over a parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at the northwest corner of said NW4 SW4 from which



the northwest corner of said Section 27 bears North 00° 29' 00" West a distance of 2669.73 feet;

Thence South 00° 29' 00" East a distance of 773.84 feet

Thence North 36° 54' 01" East a distance of 359.43 feet to the True Point of Beginning

Thence North 31° 41' 48" East a distance of 118.84 feet

Thence South 73° 41' 29" East a distance of 151.89 feet

Thence South 74° 19' 00" West a distance of 216.27 feet to the True Point of Beginning.

The above described parcel contains 0.20 acres, more or less.





Engineers Surveyors Planners

EXHIBIT B

January 9, 2008

Property Description
for
James and Leslee Reed

Parcel 2
8.82 Acres



A tract of land located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at the northwest corner of said NW4 SW4;
Thence South $00^{\circ}29'00''$ East a distance of 773.84 feet along the westerly boundary of said NW4 SW4;
Thence North $36^{\circ}54'01''$ East a distance of 359.43 feet;
Thence North $74^{\circ}19'00''$ East a distance of 216.27 feet to the True Point of Beginning;
Thence North $53^{\circ}09'28''$ East a distance of 140.19 feet;
Thence North $27^{\circ}12'13''$ East a distance of 103.07 feet;
Thence North $14^{\circ}06'47''$ West a distance of 141.55 feet;
Thence North $19^{\circ}45'11''$ East a distance of 130.97 feet;
Thence North $01^{\circ}34'11''$ West a distance of 133.90 feet;
Thence North $18^{\circ}06'44''$ East a distance of 146.30 feet;
Thence South $41^{\circ}50'51''$ East a distance of 310.19 feet;
Thence North $64^{\circ}23'20''$ East a distance of 139.71 feet;
Thence North $64^{\circ}32'51''$ East a distance of 67.59 feet;
Thence South $37^{\circ}39'01''$ East a distance of 143.66 feet;
Thence South $12^{\circ}21'01''$ West a distance of 244.80 feet;
Thence South $10^{\circ}53'58''$ West a distance of 248.13 feet;
Thence North $79^{\circ}06'02''$ West a distance of 48.25 feet;
Thence South $30^{\circ}23'27''$ West a distance of 98.76 feet;
Thence South $36^{\circ}16'59''$ East a distance of 50.45 feet;
Thence South $26^{\circ}42'07''$ East a distance of 170.28 feet;
Thence North $89^{\circ}16'39''$ West a distance of 292.18 feet;
Thence North $24^{\circ}28'13''$ West a distance of 275.04 feet;
Thence North $81^{\circ}49'29''$ West a distance of 109.85 feet;
Thence North $72^{\circ}08'36''$ West a distance of 91.95 feet to the True Point of Beginning.



The above described tract contains 8.82 acres, more or less and is subject to, and includes use of, an easement 10.00 feet in width for the maintenance of an irrigation pipeline located in the Northwest Quarter of the Southwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho and lying 5.00 feet on each side of the following described centerline;

Commencing at the northwest corner of said NW4 SW4;
Thence South $00^{\circ}29'52''$ East a distance of 773.84 feet along the westerly boundary of said NW4 SW4;
Thence North $89^{\circ}42'43''$ East a distance of 623.68 feet;
Thence South $89^{\circ}16'39''$ East a distance of 133.44 feet;
Thence North $24^{\circ}28'13''$ West a distance of 55.26 feet to the True Point of Beginning;
Thence North $24^{\circ}28'13''$ West a distance of 275.04 feet to the Terminus of said easement.

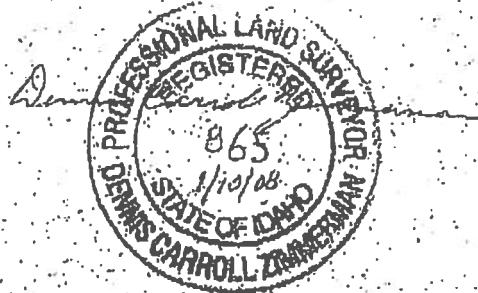
And also includes use of and is subject to an easement for purpose of ingress, egress and public utilities over a strip of land 30.00 feet in width and located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at northwest corner of said NW4 SW4;
Thence South $00^{\circ}29'00''$ East a distance of 773.84 feet;
Thence North $89^{\circ}42'43''$ East a distance of 623.68 feet;
Thence South $89^{\circ}16'39''$ East a distance of 470.10 feet;
Thence North $16^{\circ}33'17''$ West a distance of 235.53 feet;
Thence North $05^{\circ}38'48''$ West a distance of 94.40 feet;
Thence North $10^{\circ}53'58''$ East a distance of 248.13 feet;
Thence North $12^{\circ}21'01''$ East a distance of 244.80 feet;
Thence North $37^{\circ}39'01''$ West a distance of 105.36 feet to the True Point of Beginning;
Thence South $35^{\circ}56'54''$ West a distance of 89.44 feet;
Thence South $59^{\circ}48'26''$ West a distance of 45.92 feet;
Thence South $14^{\circ}58'54''$ East a distance of 194.03 feet;
Thence South $37^{\circ}13'14''$ East a distance of 76.88 feet;
Thence South $16^{\circ}39'12''$ West a distance of 154.61 feet;
Thence South $30^{\circ}59'14''$ West a distance of 169.63 feet;
Thence North $59^{\circ}00'46''$ West a distance of 30.00 feet;
Thence North $30^{\circ}59'14''$ East a distance of 165.86 feet;
Thence North $16^{\circ}39'12''$ East a distance of 135.59 feet;
Thence North $37^{\circ}13'14''$ West a distance of 67.53 feet;
Thence North $14^{\circ}58'54''$ West a distance of 204.80 feet;
Thence North $62^{\circ}22'44''$ West a distance of 91.84 feet;



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Thence North $64^{\circ}23'20''$ East a distance of 37.45 feet;
Thence South $62^{\circ}22'44''$ East a distance of 67.73 feet;
Thence North $59^{\circ}48'26''$ East a distance of 42.77 feet;
Thence North $35^{\circ}56'54''$ East a distance of 91.93 feet;
Thence South $37^{\circ}39'01''$ East a distance of 31.27 feet to the True Point of
Beginning.



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Engineers Surveyors Planners

EXHIBIT C

January 9, 2008

Property Description
for
James and Leslee Reed

Parcel 3
4.97 Acres



A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows;

Commencing at the northwest corner of said NW4 SW4;
Thence South 00°29'00" East a distance of 773.84 feet along the westerly boundary of said NW4 SW4 to the True Point of Beginning;
Thence North 36°54'01" East a distance of 359.43 feet;
Thence North 74°19'00" East a distance of 216.27 feet;
Thence South 72°08'36" East a distance of 91.95 feet;
Thence South 81°49'29" East a distance of 109.85 feet;
Thence South 24°28'13" East a distance of 275.04 feet;
Thence South 89°16'39" East a distance of 292.18 feet;
Thence North 26°42'07" West a distance of 170.28 feet;
Thence North 36°16'59" West a distance of 50.45 feet;
Thence North 30°23'27" East a distance of 98.76 feet;
Thence South 79°06'02" East a distance of 48.25 feet;
Thence South 05°38'48" East a distance of 94.40 feet;
Thence South 16°33'17" East a distance of 235.53 feet;
Thence North 89°16'39" West a distance of 470.10 feet;
Thence South 89°42'43" West a distance of 623.68 feet to the True Point of Beginning.

The above described tract contains 4.97 acres, more or less and includes use of and is subject to an easement 10.00 feet in width for the maintenance of an irrigation pipeline located in the Northwest Quarter of the Southwest Quarter of Section 27, Township 6 South, Range 13 East, Boise Meridian, Gooding County, Idaho and lying 5.00 feet on each side of the following described centerline;

Commencing at the northwest corner of said NW4 SW4;
Thence South 00°29'00" East a distance of 773.84 feet along the westerly boundary of said NW4 SW4;



Thence North 89° 42' 43" East a distance of 623.68 feet;
Thence South 89° 16' 39" East a distance of 133.44 feet;
Thence North 24° 28' 13" West a distance of 55.26 feet to the True
Point of Beginning;
Thence North 24° 28' 13" West a distance of 275.04 feet to the
Terminus of said easement.

And also subject to and including use of an easement 40.00 feet in
width for the protection on a year around flowing stream located in the
Northwest Quarter of the Southwest Quarter of Section 27, Township 6
South, Range 13 East, Boise Meridian, Gooding County, Idaho, and lying
20.00 left and 20.00 feet right of the following describe centerline;

Commencing at the northwest corner of said NW4 SW4;
Thence South 00° 29' 00" East a distance of 773.84 feet along the
westerly boundary of said NW4 SW4 to the True Point of Beginning;
Thence North 36° 54' 01" East a distance of 359.43 feet to the
Terminus of said easement.

And also including use of an easement for purpose of ingress, egress
and public utilities over a strip of land 30.00 feet in width and located in
the Northwest Quarter of the Southwest Quarter and the Southwest
Quarter of the Northwest quarter of Section 27, Township 6 South, Range
13 East, Boise Meridian, Gooding County, Idaho, more particularly
described as follows;

Commencing at northwest corner of said NW4 SW4;
Thence South 00° 29' 00" East a distance of 773.84 feet;
Thence North 89° 42' 43" East a distance of 623.68 feet;
Thence South 89° 16' 39" East a distance of 470.10 feet;
Thence North 16° 33' 16" West a distance of 235.53 feet;
Thence North 05° 38' 48" West a distance of 94.40 feet;
Thence North 10° 53' 58" East a distance of 248.13 feet;
Thence North 12° 21' 01" East a distance of 244.80 feet;
Thence North 37° 39' 01" West a distance of 105.36 feet to the True
Point of Beginning;

Thence South 35° 56' 54" West a distance of 89.44 feet;
Thence South 59° 48' 26" West a distance of 45.92 feet;
Thence South 14° 58' 54" East a distance of 194.03 feet;
Thence South 37° 13' 14" East a distance of 76.88 feet;
Thence South 16° 39' 12" West a distance of 154.61 feet;
Thence South 30° 59' 14" West a distance of 169.63 feet;
Thence North 59° 00' 46" West a distance of 30.00 feet;
Thence North 30° 59' 14" East a distance of 165.86 feet;
Thence North 16° 39' 12" East a distance of 135.59 feet;
Thence North 37° 13' 14" West a distance of 67.53 feet;



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Thence North $14^{\circ}58'54''$ West a distance of 204.80 feet;
Thence North $62^{\circ}22'44''$ West a distance of 91.84 feet;
Thence North $64^{\circ}23'20''$ East a distance of 37.45 feet;
Thence South $62^{\circ}22'44''$ East a distance of 67.73 feet;
Thence North $59^{\circ}48'26''$ East a distance of 42.77 feet;
Thence North $35^{\circ}56'54''$ East a distance of 91.93 feet;
Thence South $37^{\circ}39'01''$ East a distance of 31.27 feet to the True
Point-of-Beginning.



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