

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 16 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
37-20900	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Sagewillow Inc.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Community School, Inc.
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
P.O. Box 2118
Mailing address
Sun Valley ID 83353
City State ZIP
(208) 622-3955
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: 11/10/11 and 12/11/98.

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.

7. Signature: [Signature] President 12/7/11
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

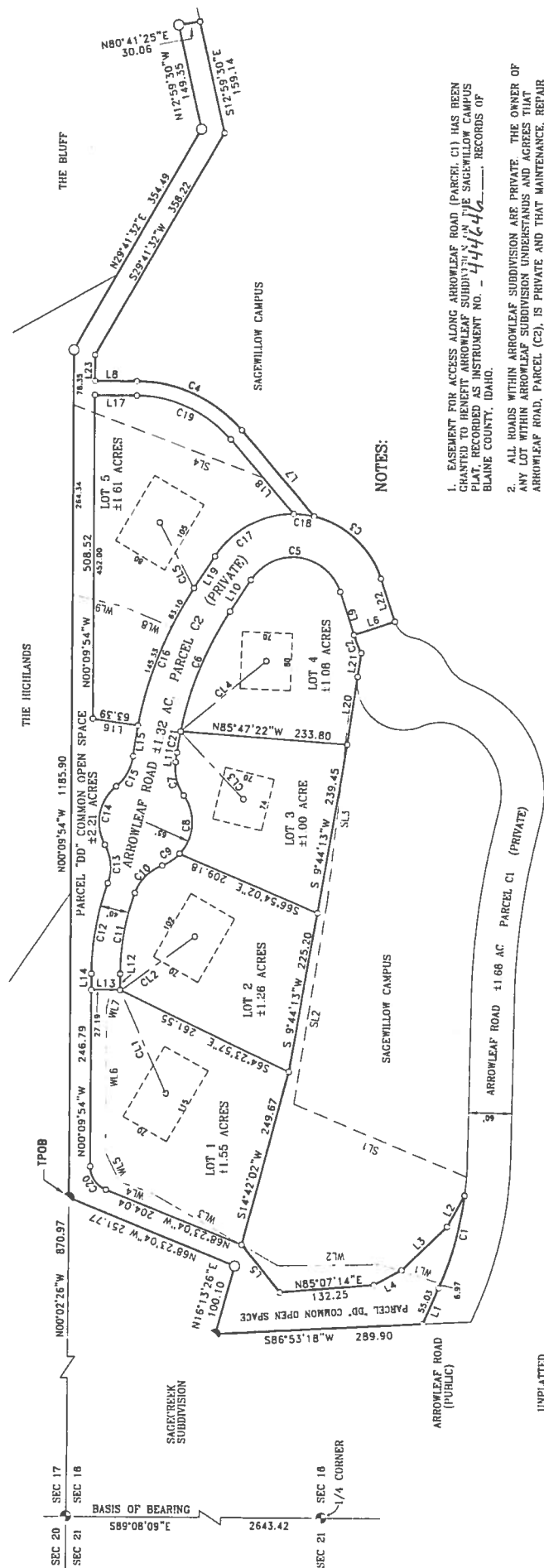
Received by DB Date 12-16-2011 Receipt No. 5032267 Receipt Amt. \$150-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 31-20900

ARROWLEAF SUBDIVISION

A REPLAT OF LOTS 1-5 AND PORTIONS OF PARCELS C AND D, SAGEWILLOW SUBDIVISION WHEREIN A PORTION OF PARCEL C BECOMES PARCEL C2, A PORTION OF PARCEL D BECOMES PARCEL DD AND LOTS 1 THROUGH 5 REMAIN UNCHANGED. LOCATED IN SECTION 16, TOWNSHIP 4 NORTH, RANGE 18 EAST, H.M.
SUN VALLEY, BLAINE COUNTY, IDAHO
JUNE 2000



NOTES:

- EASEMENT FOR ACCESS ALONG ARROWLEAF ROAD (PARCEL C1) HAS BEEN GRANTED TO BENEFIT ARROWLEAF SUBDIVISION¹ IN THE SAGEWILLOW CAMPUS PLANE, RECORD² AS INSTRUMENT NO. 444444, RECORDS OF BLAINE COUNTY, IDAHO.
2. ALL ROADS WITHIN ARROWLEAF SUBDIVISION ARE PRIVATE. THE OWNER OF ANY LOT WITHIN ARROWLEAF SUBDIVISION UNDERSTANDS AND AGREES THAT ARROWLEAF ROAD, PARCEL (C2), IS PRIVATE AND THAT MAINTENANCE, REPAIR AND SNOW REMOVAL SHALL BE THE OBLIGATION OF THE OWNERS, THEIR SUCCESSORS IN INTEREST, AND/OR THEIR HOMEOWNERS ASSOCIATION.
3. A NON-MOTORIZED PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED WITHIN ALL OF PARCEL DO TO BENEFIT THE OWNER(S) OF SAGEWILLOW CAMPUS, THEIR SUCCESSORS IN INTEREST, AGENTS, INVITEES, AND LICENSEES. THIS EASEMENT HEREWITH INCLUDES THE RIGHT TO ACCESS SAID EASEMENT FROM ADJUTING SAGEWILLOW CAMPUS PROPERTY AND FROM THE RIGHT-OF-WAY OF ARROWLEAF ROAD.
4. A NON-MOTORIZED PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED WITHIN ALL OF PARCEL DO TO BENEFIT THE OWNER(S) OF SAGEWILLOW SUBDIVISION ADJACENT, THEIR SUCCESSORS IN INTEREST, AGENTS, INVITEES, AND LICENSEES. THIS EASEMENT HEREWITH INCLUDES THE RIGHT TO ACCESS SAID EASEMENT FROM THE RIGHT-OF-WAY OF ARROWLEAF ROAD.
5. A PUBLIC UTILITY EASEMENT AND PUBLIC UTILITY ACCESS EASEMENT WITHIN THE PLATTED RIGHT-OF-WAY OF ARROWLEAF ROAD, PARCEL C2, IS UNHANTAINED HEREBY.
- BUILDING ENVELOPE. DIMENSIONS SHOWN HEREON ARE APPROXIMATE. REFER TO CITY OF SUN VALLEY MUNICIPAL CODE FOR APPLICABLE REGULATIONS.
- UTILITY LOCATIONS SHOWN HEREON SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
- ACCESS EASEMENT FOR EMERGENCY VEHICLES IS HEREBY GRANTED ON ALL ARROWLEAF ROAD.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: 9-14-2000

PREPARED BY : BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733, KETCHUM, ID 83340
(208) 726-9512 : 726-9514 (FAX)

ARROWLEAF
SUBDIVISION

T4N, R18E, SEC.16, BOISE MERIDIAN,
SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SAGEWILLOW, INC.

A PLAT	DRAWN BY: DCS/LLJ	PLOT FILE 98396SH1.OWG
PROJECT NO. 98396	DATE: 06/27/00	CO-ORD FILE 98396.C90

ARROWLEAF SUBDIVISION

A REPLAT OF LOTS 1-5 AND PORTIONS OF PARCELS C AND D, SAGEWILLOW SUBDIVISION WHEREIN A PORTION OF PARCEL C BECOMES PARCEL C2, A PORTION OF PARCEL D BECOMES PARCEL DD AND LOTS 1 THROUGH 5 REMAIN UNCHANGED. LOCATED IN SECTION 16 AND SECTION 9, TOWNSHIP 4 NORTH, RANGE 18 EAST, R.M. SUN VALLEY, BLAINE COUNTY, IDAHO

JUNE 2000

SHEET 2 OF 3

LINE TABLE

No.	Direction	Length
L1	S23°10'54"W	55.03
L2	N25°02'26"E	49.68
L3	N45°31'36"E	87.36
L4	N61°32'00"E	43.66
L5	S39°02'58"E	85.45
L6	S71°40'16"W	60.00
L7	S40°30'56"E	158.02
L8	N85°50'05"E	58.00
L9	S18°19'44"E	63.56
L10	N32°48'25"E	53.06
L11	N07°25'43"E	13.62
L12	N00°09'54"W	22.49
L13	N89°50'06"E	40.00
L14	S00°09'54"E	22.49
L15	S08°30'54"W	43.62
L16	N81°57'07"W	63.39
L17	N89°50'06"E	58.00
L18	N40°30'56"W	136.58
L19	S32°48'25"W	53.06
L20	S08°24'03"W	95.97
L21	S08°24'03"W	33.27
L22	S18°19'44"E	63.56
L23	S00°09'54"E	36.52

CURVE TABLE

No.	Delta	Radius	Arc Length	Tangent	Chord	Bearing
C1	15°07'44"	478.81	134.22	67.56	133.78	S15°07'02"W
C2	8°17'23"	180.00	27.46	13.76	27.43	S22°41'55"E
C3	58°43'07"	133.23	127.48	73.13	127.48	S47°41'22"E
C4	49°38'58"	192.94	167.19	89.25	162.01	S65°20'25"E
C5	126°52'02"	70.00	157.44	146.32	126.29	N82°45'45"W
C6	21°48'52"	478.21	181.79	92.01	180.69	N21°54'55"E
C7	43°02'56"	65.00	48.84	25.64	47.70	S14°06'17"E
C8	77°58'31"	65.00	88.46	52.61	81.79	N 3°21'31"E
C9	26°26'53"	65.00	30.01	15.27	29.74	S55°34'14"W
C10	49°10'02"	65.00	55.78	29.74	54.08	S44°12'41"W
C11	19°47'31"	333.38	115.16	58.16	114.59	S 9°43'52"W
C12	19°47'31"	373.38	128.98	65.14	128.34	N 9°43'52"E
C13	49°10'02"	65.00	55.78	29.74	54.08	N 4°57'25"W
C14	80°00'35"	65.00	90.77	54.55	83.57	N10°27'31"E
C15	43°02'56"	65.00	48.84	25.64	47.70	N28°56'41"E
C16	22°11'24"	538.21	208.44	105.54	207.14	N21°42'32"E
C17	57°11'46"	130.00	129.77	70.87	124.45	N61°24'07"E
C18	12°57'01"	130.00	29.38	14.75	29.32	S83°31'50"E
C19	49°38'58"	172.94	149.86	80.00	145.22	S65°20'25"E
C20	68°13'10"	35.00	41.67	23.71	39.25	N34°16'29"W
C21	3°36'12"	478.21	30.07	15.04	30.07	N 9°12'45"E

WATER LINE TABLE

No.	Direction	Length
WL1	N72°49'53"W	86.42
WL2	S88°57'16"W	143.58
WL3	N60°49'34"W	213.21
WL4	N70°40'21"W	38.37
WL5	N26°06'39"W	43.44
WL6	N00°12'14"W	202.30
WL7	N13°35'46"E	26.20
WL8	N67°25'25"W	73.04
WL9	N76°44'33"W	72.27

SEWER LINE TABLE

No.	Direction	Length
SL1	N67°28'01"W	261.86
SL2	N 8°42'48"E	290.35
SL3	N 6°29'17"E	256.64
SL4	N69°22'38"W	283.95

CENTROID LINE TABLE

No.	Direction	Length
CL1	S24°04'36"E	158.00
CL2	N57°59'00"E	147.86
CL3	S48°38'54"E	130.00
CL4	N51°45'54"E	146.00
CL5	N28°04'52"W	103.06



ARROWLEAF SUBDIVISION

T.H.N. KIRK, SEC. 16, ROISE MERIDIAN,
SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SAGEWILLOW, INC.

A PLAT
PROJECT NO. 98396
DRAWN BY: DES/LJL
DATE: 06/27/00
CO-ORD FILE: 98396.CRD

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 793, KETCHUM, ID 83340
(208) 726-9514 • 726-9514 (FAX)
E-MAIL: bma@bma.com

ARROWLEAF SUBDIVISION

SHEET 3 OF 3

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that SAGEWILLOW, INC., a Nevada corporation does hereby certify that it is the owner of a certain parcel of land described as follows:

A parcel of land in Section 16, Township 4 North, Range 18 East, Boise Meridian, Sun Valley, Idaho, more particularly described as follows:

Lots 1, 2, 3, 4 & 5 and Parcels C & D, Sagawillow Subdivision, according to the official plat thereof recorded under Instrument No. 368709, records of Blaine County, Idaho.

Pursuant to Idaho Code 50-1334, I, the undersigned, as owner, do hereby state that the lots and parcels shown hereon are eligible to receive water service from the Sun Valley Water & Sewer District and that said district has agreed in writing to serve said lots and parcels.

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of August, 2000.

SAGEWILLOW, INC.

By: Edmund W. Dunde

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF BLAINE

On this 10th day of August, 2000, before me, the undersigned, a Notary Public for said State, personally appeared EDMUND W. DUNDE, known, or identified to me to be the person whose name is subscribed to the within instrument as the PRESIDENT of SAGEWILLOW INC., a Nevada corporation and acknowledged to me that said corporation executed the same.

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

My commission expires: 10-6-2003



Notary Public

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed of the request of _____ minutes past _____ o'clock, _____ m., on this _____ day of _____, 2000, A.D., in my office and duly recorded in book _____ of plots at page _____.

Instrument No. _____ Fee: \$ _____

Instrument # 444647
HAILEY, BLAINE, IDAHO
Recorded for: THOMAS PRAGGASTIS
MARSHA RIEBMAN
County Recorder Deputy
Notary Public

SURVEYOR'S CERTIFICATE

I, GORDON K. WILLIAMS, a duly Registered Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision, that the location of the lots has definitely been established and prepared in strict accordance with the State of Idaho Code relating to plats and surveys.

GORDON K. WILLIAMS
DATE 06/05/2000

CITY ENGINEER'S APPROVAL

I, CHERYL HILL, City Engineer for Sun Valley, Idaho do hereby approve the foregoing plat.

By: Cheryl Hill DATE 9/15/00

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, JIM W. KOONCE, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

JIM W. KOONCE
DATE 9/15/00

SUN VALLEY CITY COUNCIL'S APPROVAL

The foregoing plat was approved and accepted this 17th day of June, 1997, 2000, by the Sun Valley City Council, Sun Valley, Idaho.

By: David Smith

BLAINE COUNTY TREASURER'S CERTIFICATE

On this _____ day of _____, 2000, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

ARROWLEAF SUBDIVISION	
T4N, R18E, SEC. 16, BOISE MERIDIAN, SUN VALLEY, BLAINE COUNTY, IDAHO	
PREPARED FOR: SAGEWILLOW, INC.	
A PLAT	PROJECT NO. 98396
PLOT BY: CPL	DATE: 5/09/00
CO-ORD FILE 98396.DWG	CO-ORD FILE 98396.CRD



Instrument # 592009

HAILEY, BLAINE, IDAHO
11-10-2011 11:48:26 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

WARRANTY DEED

Corporation

Sagewillow, Inc., a Nevada corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Nevada, with its principal office at 2416 Plaza Del Grande, Las Vegas, NV 89102

grantor, hereby CONVEYS or GRANTS and WARRANTS to

The Community School, Inc., an Idaho nonprofit corporation

grantee, whose current address is: PO Box 2118, Sun Valley, ID 83353

the following described premises, to wit:

See "Exhibit A" attached hereto

Conveying without Warranty, any and all water rights appurtenant to the real property described in Exhibit "A", including without limitation, Water Right No. 37-20901.

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

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its authorized officers, this 10th day of November, 2011.

Sagewillow, Inc., a Nevada corporation

By Edmund W. Dumke, by Thomas C. Praggastis, his attorney in fact
Edmund W. Dumke, President
By Thomas C. Praggastis, Attorney in
Fact

STATE OF Idaho)

COUNTY OF Blaine) ss.

On this 10th day of November, 2011, before me, the undersigned, a Notary Public, in and for said State, personally appeared Thomas C. Praggastis, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of Edmund W. Dumke, the President of Sagewillow, Inc., the corporation that executed the instrument and that he subscribed the name of Edmund W. Dumke thereto as principal and his own name as Attorney-in-Fact.

WITNESS MY HAND AND OFFICIAL SEAL.

Kristen Klout
Notary Public

My Commission Expires: 4-1-14



Exhibit A
LEGAL DESCRIPTION

Order No.: 21117425

PARCEL I

Lots 1, 2, 3, 4, 5, Parcel C2 and Parcel DD, of ARROWLEAF SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 444647, Records of Blaine County, Idaho.

PARCEL II

Parcel C1 of SAGEWILLOW CAMPUS, according to the official plat thereof, recorded as Instrument No. 444646, Records of Blaine County, Idaho.

(Space Above This Line for Recorder's Use)

GIFT DEED

SAGEWILLOW, INC., a Nevada corporation, Grantor, 2416 Plaza del Grande, Las Vegas, Nevada 89102, does hereby convey, release, remise and quitclaim, without consideration therefor, unto THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC., Grantee, Post Office Box 2118, Sun Valley, ID 83353, real property, located in Blaine County, Idaho, and more particularly described as follows:

Parcels A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho.

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

The real property described in this Gift Deed is subject to a certain Agreement for Gift and Acceptance of Real Property, attached hereto as Exhibit A and incorporated herein by this reference.

DATED this 11 day of December, 1998.

SAGEWILLOW, INC.
a Nevada corporation

Edmund W. Dumke
By: EDMUND W. DUMKE,
President

GIFT DEED - 1

421919
BLAINE COUNTY TITLE
JANEST
36
mfp
98 DEC 14 PM 4 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

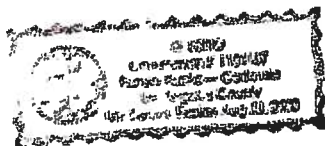
State of California

County of Los Angeles

On 12-11-98 before me, G. Leino, Notary Public
DATE NAME, TITLE OF OFFICE - E.G., "JAMES DOE, NOTARY PUBLIC"

personally appeared Edmund V. Dumke
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

G. Leino
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**AGREEMENT FOR
GIFT AND ACCEPTANCE OF REAL PROPERTY**

THIS AGREEMENT FOR GIFT AND ACCEPTANCE OF REAL PROPERTY is made by and between **THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC.**, an Idaho nonprofit corporation ("School") and **SAGEWILLOW, INC.**, a Nevada corporation ("Sagewillow").

WHEREAS, the School is a non-profit Idaho corporation, and a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The School operates a private school including grades pre-kindergarten through 12.

WHEREAS, Sagewillow owns real property located in Sun Valley, Idaho commonly referred to as the Sagewillow Farm, which Sagewillow desires to continue to retain its open and relatively undeveloped character. Sagewillow also desires to see that the real property be beneficially utilized by the School and the community and, therefore, is willing to donate the real property to the School, subject to the conditions set forth herein. It is Sagewillow's intent that the conditions regarding the use of the real property be covenants running with the land while the School holds title to the real property.

WHEREAS, the School is willing to accept the gift of the real property and is willing to accept the conditions to which the gift is subject.

NOW, THEREFORE, as an inducement to making the gift and further, in consideration of the conditions and promises set forth herein, the parties agree as follows:

1. Sagewillow agrees to give, by Gift Deed, all of its right, title and interest in the real property located in Sun Valley, Idaho and more particularly described in Exhibit A. The gift of this real property includes the water rights appurtenant to the real property and are generally described in Exhibit A, which will be conveyed by Assignment. The School accepts such gift, agrees to use the real property for School Purposes and agrees to the conditions set forth herein. The form of Gift Deed is attached as Exhibit B.

2. The real property consists of areas that are to remain open and undeveloped ("Open Areas"), areas that may be developed for outdoor recreational purposes ("Recreational Areas") and areas that may be improved as the School deems appropriate ("Improved Areas"). A map of the real property, attached as Exhibit C, designates these areas. With the exception of existing structures in the Open Areas, the Open Areas shall not be further improved, except for fencing and landscaping, but shall remain as green belt. The Recreational Areas may be developed into open, outdoor recreational facilities, such as playing fields and soccer fields. The Recreational Areas may include parking and restroom facilities, as long as they are aesthetically landscaped. The Improved Areas may be developed with any buildings or structures as the School deems necessary and appropriate for its operation, including without limitation, a residence for a headmaster or caretaker. Any buildings or

AGREEMENT FOR GIFT AND ACCEPTANCE OF REAL PROPERTY

structures newly constructed on the real property shall be architecturally compatible (generally, roof to be pitched with the existing barn).

3. The School may allow the outdoor recreational facilities to be used by the community at large during those times, especially during the summer, when the facilities are not being used by the School. The School may impose conditions upon any non-school uses as the School deems appropriate. The School may enter into agreements to share the costs of development, construction, maintenance or use of any recreational facilities in the Recreational Areas.

4. The School is encouraged to allow its facilities, buildings and grounds to be used by local community organizations, including fundraising activities by charitable organizations.

5. It is acknowledged that the School may be required to obtain approvals and permits from the City of Sun Valley and other entities. The School shall be solely responsible for obtaining all such necessary permits and approvals.

6. Sagewillow is also conveying water rights that Sagewillow has used. The School will be responsible for obtaining any transfers of those water rights. If the transfers of the water rights are not approved, in whole or in part, then those water rights not approved for transfer will revert to the Sagewillow Charitable Trust.

7. In the event that the School decides not to continue to use the real property for School Purposes, then the real property (and any water rights) shall automatically revert to the Sagewillow Charitable Trust. This automatic reversion shall lapse and be of no force and effect after the deaths of Edmund W. Dumke, Carol B. Dumke and their children.

8. It is Sagewillow's express intent that the School shall be a steward of the land in order for the land to retain its character as of the time of this Agreement. The conditions placed on the real property and imposed on the School are to implement this expressed intent.

9. "School Purposes" shall mean any uses of the real property related to the ordinary and customary activities of a private preschool, pre-kindergarten, elementary, middle or high school.

10. If either party is a corporation, each individual executing this Agreement on behalf of said entity, represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with these terms.

11. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, further that the successor in interest to Sagewillow from and after the date of execution of this Agreement shall be the Sagewillow Charitable Trust. The conditions and restrictions set forth herein are covenants running with the land; provided, however that the use restriction for

AGREEMENT FOR GIFT AND ACCEPTANCE OF REAL PROPERTY

School Purposes shall lapse at the time provided for in Article 7 above. If the real property reverts back to the Sagewillow Charitable Trust, then any conditions set forth in this Agreement shall terminate as well.

12. The parties acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control.

13. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties hereto.

14. All notices or demands of any kind required or desired to be given by the parties hereunder shall be given by hand delivery to either party herein or by mail, certified or registered, postage prepaid, to the parties at the addresses set forth in this provision. All notices or demands shall be deemed delivered upon depositing the notice or demand in the United States Mail, certified or registered, postage prepaid, to the addresses set forth herein, unless any change of address shall have been given by the proper party.

School: The Community School of Ketchum and
Sun Valley, Inc.
Post Office Box 2118
Sun Valley, ID 83353

Sagewillow: Sagewillow Charitable Trust
2416 Plaza del Grande
Las Vegas, NV 89102

15. The parties are referred to herein without regard to the number or gender of the persons constituting such parties. If any party consists of two or more persons, including but not limited to individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

16. In the event any provision of this Agreement or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the

AGREEMENT FOR GIFT AND ACCEPTANCE OF REAL PROPERTY

intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

17. A Memorandum of Agreement may be recorded with the Recorder of Blaine County of Blaine County or reference to this Agreement may be made in the Gift Deed to provide notice of this Agreement.

18. All exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

19. It is agreed by the parties hereto that this Agreement shall be executed in duplicate originals, and may be executed in counterpart, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the same counterpart and facsimile signatures will be considered as an original signature.

DATED as of this 11 day of December, 1998.

SAGEWILLOW, INC., a Nevada corporation,

Edmund W. Dumke
By. EDMUND W. DUMKE, Director

Carol B. Dumke
By. CAROL B. DUMKE, Director

DATED as of this 9th day of December, 1998.

THE COMMUNITY SCHOOL OF KETCHUM AND
SUN VALLEY, INC., an Idaho nonprofit corporation

By: Beau Mills
BEAU MILLS, Chairman, Trustee

By: Linda Sherwood
LINDA-SHERWOOD, Vice Chairman, Trustee

By: Neil Bahan
NEIL BAHAN, Secretary, Trustee

By: Tim Moore
TIM MOORE, Treasurer, Trustee Ross Donald

By: Ray Cairncross
RAY CAIRNCROSS, Trustee

By: Ross Donald
ROSS DONALD, Trustee Tim Moore, Treasurer

By: Dick Fenton
DICK FENTON, Trustee

By: Carol Holman
CAROL HOLMAN, Trustee

By: Michelle Praggastis
MICHELLE PRAGGASTIS, Trustee

By: Becky Smith
BECKY SMITH, Trustee

By: Tom Unger
TOM UNGER, Trustee

By: Barbara Wallace
BARBARA WALLACE, Trustee

By: Jon Maksik
JON MAKSIK, Trustee

DATED as of this 9th day of December, 1998.

THE COMMUNITY SCHOOL OF KRYCHUM AND
SUN VALLEY, INC., an Idaho nonprofit corporation

Beau Mills
By: BEAU MILLS, Chairman, Trustee

Linda Sherwood
By: LINDA SHERWOOD, Vice Chairman, Trustee

Neil Rahan
By: NEIL RAHAN, Secretary, Trustee

Ken Ross Donald
By: KENNETH DONALD, Trustee

Ray Cairn Ross
By: RAY CAIRN ROSS, Trustee

Ken Donald
By: KENNETH DONALD, Trustee

Dick Fenton
By: DICK FENTON, Trustee

Carol Holman
By: CAROL HOLMAN, Trustee

Michelle Praggastis
By: MICHELLE PRAGGASTIS, Trustee

Debbie Smith
By: DEBBIE SMITH, Trustee

Tom Unger
By: TOM UNGER, Trustee

Barbara Wallace
By: BARBARA WALLACE, Trustee

John Matlock
By: JOHN MATLOCK, Trustee

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY:

PARCELS A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho.

WATER RIGHTS:

Approximately .23 CFS for irrigation purposes

Approximately .04 CFS for livestock watering purposes

(Space Above This Line for Recorder's Use)

GIFT DEED

SAGEWILLOW, INC., a Nevada corporation, Grantor, 2416 Plaza del Grande, Las Vegas, Nevada 89102, does hereby convey, release, remise and quitclaim, without consideration therefor, unto **THE COMMUNITY SCHOOL OF KETCHUM AND SUN VALLEY, INC.**, Grantee, Post Office Box 2118, Sun Valley, ID 83353, real property, located in Blaine County, Idaho, and more particularly described as follows:

Parcels A and B of THE SAGEWILLOW SUBDIVISION, Blaine County, Idaho, as shown on the official plat thereof, recorded July 27, 1994, as Instrument No. 368709, records of Blaine County, Idaho.

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

The real property described in this Gift Deed is subject to a certain Agreement for Gift and Acceptance of Real Property, attached hereto as Exhibit A and incorporated herein by this reference.

DATED this ____ day of _____, 1998.

SAGEWILLOW, INC.
a Nevada corporation

By: **EDMUND W. DUMKE,**
President

State of _____)
County of _____) ss.

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared EDMUND W. DUMKE, known to me to be the President of SAGEWILLOW, INC., a Nevada corporation, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

Notary Public for State of _____
Residing at _____
Commission expires _____

FILED/EFFECTIVE

00 SEP 27 AM 9:00

SECRETARY OF STATE
STATE OF IDAHO

ORIGINAL IN RED

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

THE COMMUNITY SCHOOL OF KETCHUM-SUN VALLEY, INC.

Pursuant to Idaho Code § 30-3-90, the Board of Trustees of the above-named nonprofit corporation (the "corporation") organized under the Idaho Nonprofit Corporation Act, duly and unanimously adopted and approved this Second Amended and Restated Articles of Incorporation on May 12, 2000 and authorized the undersigned to execute and file the same with the Idaho Secretary of State. Approval of no other person is required for any amendment contained herein; the corporation has no members, so no member approval is necessary.

ARTICLE I

Name

The name of the corporation is hereby changed to: The Community School, Inc.

ARTICLE II

Nonprofit Status

The corporation is a nonprofit corporation as defined in the Idaho Nonprofit Corporation Act.

ARTICLE III

Period of Duration

The period of duration of the corporation is perpetual.

ARTICLE IV

Registered Office and Agent

The location of the corporation is in Blaine County, Idaho. The address of the registered office is 181 Dollar Road, Sun Valley, Blaine County, Idaho, and the name of the registered agent is Jon Maksik.

IDAHO SECRETARY OF STATE

09/27/2000 09:00
CK: 38236 CT: 91971 BH: 351001

1 @ 30.00 = 30.00 NON PROF A # 2

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION - 1

C 48080

ARTICLE V

Purpose

A. The corporation is organized to own, operate and maintain an educational institution dedicated to developing the intellectual stimulation, individual growth and independent thinking of its students.

B. The corporation is organized exclusively for educational purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

ARTICLE VI

Powers

The corporation shall have all of the powers granted nonprofit corporations under the laws of the State of Idaho. However, notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the tax exempt purposes of organizations set forth in Section 501(c)(3), Internal Revenue Code, as amended, as such provisions are presently in force and effect, or as they may be amended from time to time.

ARTICLE VII

No Members

The corporation shall not have any members, pursuant to Idaho Code § 30-3-36.

ARTICLE VIII

Board of Trustees

The affairs of the corporation shall be managed by its Board of Trustees. The number of regular voting Trustees shall be not less than ten (10) nor more than thirty (30). The Board of Trustees shall determine at its annual meeting the number of Trustees to serve for the upcoming year. A change in the number of Trustees may be made by amending the Bylaws of the corporation. The Trustees shall be elected by the existing Trustees of the corporation in the manner and for the term provided in the Bylaws of the corporation. In addition to the regular voting Trustees, the Board of Trustees may elect emeritus, ex-officers, alumni and/or student Trustees to serve on terms and conditions to be prescribed by the Board of Trustees.

ARTICLE IX

Distributions and Activities

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Board of Trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof.

No part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code. Further, the corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

ARTICLE X

Dissolution

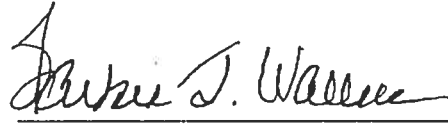
Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

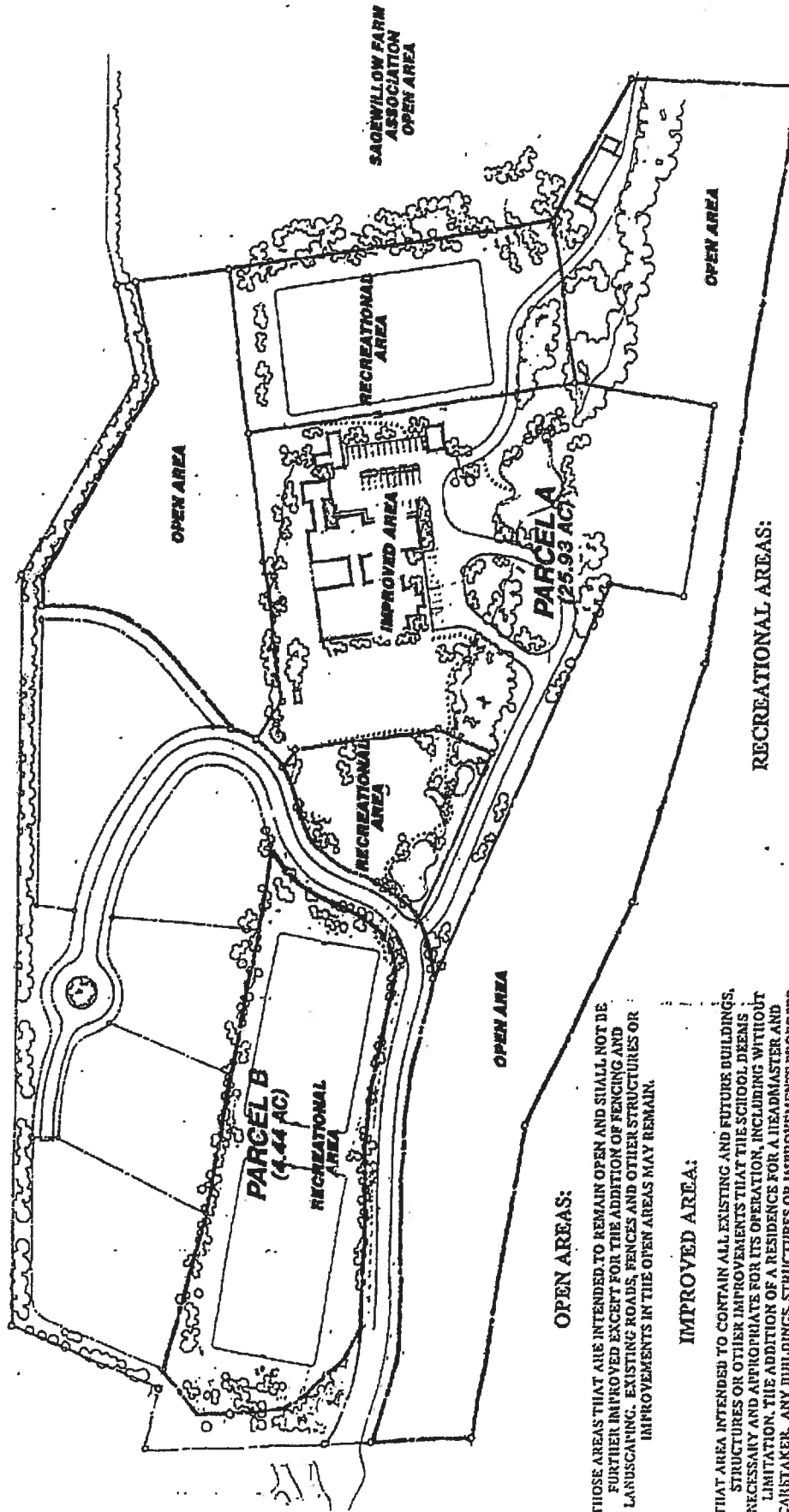
Bylaws

Provision for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws.

DATED the 12th day MAY of, 2000.

_____

Chairman of the Board of Trustees
BARBARA J WALLACE



OPEN AREAS:

THOSE AREAS THAT ARE INTENDED TO REMAIN OPEN AND SHALL NOT BE FURTHER IMPROVED EXCEPT FOR THE ADDITION OF FENCING AND LANDSCAPING. EXISTING ROADS, FENCES AND OTHER STRUCTURES OR IMPROVEMENTS IN THE OPEN AREAS MAY REMAIN.

IMPROVED AREA:

THAT AREA INTENDED TO CONTAIN ALL EXISTING AND FUTURE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS THAT THE SCHOOL DEEMS NECESSARY AND APPROPRIATE FOR ITS OPERATION, INCLUDING WITHOUT LIMITATION, THE ADDITION OF A RESIDENCE FOR A HEADMASTER AND CARSTAKER. ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS PROPOSED TO BE CONSTRUCTED OR REMODELED WITHIN THE IMPROVED AREA SHALL NOT EXCEED FORTY-FOUR (44) FEET IN HEIGHT MEASURED DIRECTLY TO EXISTING OR APPROVED GRADE, AND SHALL GENERALLY BE ARCHITECTURALLY COMPATIBLE WITH THE EXISTING BARN COMPLEX, INCLUDING THE USE OF FITTED OR GABLED ROOFS.

RECREATIONAL AREAS:

THOSE AREAS THAT MAY BE DEVELOPED OR IMPROVED FOR OPEN, OUTDOOR RECREATIONAL PURPOSES OR FACILITIES SUCH AS, BUT NOT LIMITED TO, PLAYING FIELDS AND SOCCER FIELDS. THESE SAME RECREATIONAL AREAS MAY ALSO INCLUDE PARKING AND RESTROOM FACILITIES AS LONG AS SUCH USES ARE REASONABLY SCREENED BY APPROPRIATE LANDSCAPING.

SAGEWILLOW CAMPUS

ILLUSTRATIVE SITE PLAN



EXHIBIT "C" - LAND USE DESIGNATION MAP

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS

JAMES P. SPECK
jim@speckandaanestad.com
DOUGLAS J. AANESTAD
doug@speckandaanestad.com

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

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

December 14, 2011

RECEIVED

Ms. Trish Fawcett
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, ID 83301

DEC 16 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Re: *The Community School, Inc.*
Permit 37-8157 and Water Rights Nos. 37-20900 and 37-20901

Dear Trish:

Enclosed you will find the following:

1. Assignment of Permit 37-8157 (original and one copy);
2. Notice of Change in Water Right Ownership for 37-20900 (original and one copy);
3. Notice of Change in Water Right Ownership for 37-20901 (original and one copy); and
4. My firm's check payable to the Department in the sum of \$150.00 to cover the filing fees for these three items.

You will recall our email exchange in early December regarding the enclosed Notices of Change in Water Right Ownership, so all of this should make perfect sense to you!

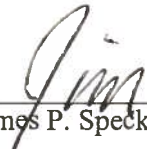
Please conform all of the copies and return them to me in the postage-prepaid self-addressed envelope I have included for that purpose. Give me a call if you have any questions. Thank you.

Happy Holidays!

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: _____


James P. Speck

CC w/ Enclosures: John A. Seiller
 Thomas C. Praggastis
 Jim Milgard