

RECEIVED

JUN 15 2009

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-2125	22-2125	N			
22-2137	22-2137	N			

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

- A. The appropriate **Filing Fee**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claims(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify diversion of water rights or other complex property descriptions); **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (there are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and /or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Weston and Helen Ripplinger
734 W Bates Rd, Driggs, ID 83422
4. New Owner Claimant(s) Blue Indian Homeowners Association Inc.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address: PO Box 1601
- City, State and ZIP Code: Driggs, ID 83422
- New Telephone Number: (208) 399-8080

5. Date you acquired the property: March 12, 2007

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

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

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

7. Signature(s) of New Owner(s) or Claimants(s) Matt Hil

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt Amt. \$25-
 Received by CO9888 11 Date 6/15/2009 Receipt No. SR7
 Processed by _____ AJ Date _____ WR _____ Date _____

\$25 pd 9-17-10 CO91724. VW

204969 JUN 3 '09 PM 1:55

When Recorded Return to:

Rocky Mountain Environmental Associates, Inc
482 Constitution, Ste 303
Idaho Falls, ID 83402

Instrument # 204969

TETON COUNTY, IDAHO

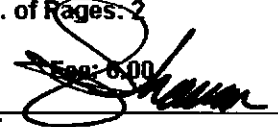
6-3-2009 01:55:00 No. of Pages: 2

Recorded for : HAIL, MATT

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED, SPECIAL WARRANTY



SPECIAL WARRANTY DEED FOR WATER RIGHT

Buxton West, LLC, an Idaho Limited Liability Company, whose address is PO Box 1601, Driggs, ID 83422, ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto Blue Indian Homeowners Association, Inc., an Idaho Corporation, whose address is PO Box 1601, Driggs, ID 83422, ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in water rights 22-2125 and 22-2137 (hereinafter the "Water Rights"), to-wit:

Grantor assigns to Grantee any other interest it may have in the Water Rights including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Rights.

To the extent the Water Rights, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Rights.

Grantor hereby covenants and warrants to Grantee as follows:

- A. That Grantor is the owner in fee simple of the Water Rights;
- B. That Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- C. That each of the Water Rights is free from all liens, claims, or encumbrances;
- D. That Grantor has the authority to convey the Water Rights to Grantee;
- E. The Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

GRANTOR:

BUXTON WEST, LLC

DATE: June 2, 2009

By: Matt Hail
Its: Manager

STATE OF IDAHO)
)ss.
County of Teton)

On this 2 day of June, 2009, before me a notary public in and for said State, personally appeared Matt Hail known or identified to me (or proved to me on the oath of _____) to be the manager or a 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.

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

(seal)



[Signature]
Notary Public for Idaho
Residing at: 189 N. Main, Driggs, ID 83422
My commission expires: 3/16/15

FILED EFFECTIVE

ARTICLES OF INCORPORATION
OF

BLUE INDIAN HOMEOWNERS ASSOCIATION INC.

05 MAY -4 AM 8:28

The undersigned, acting as the incorporator of a nonprofit corporation ("Corporation") organized under and pursuant to the Idaho Nonprofit Corporation Act ("Act") adopts the following Articles of Incorporation ("Articles").

ARTICLE I - NAME & MAILING ADDRESS

The name of the Corporation is Blue Indian Homeowners Association Inc. with a mailing address of P.O. Box 1601, Driggs, ID 83422.

ARTICLE II - NONPROFIT STATUS

The Corporation is a nonprofit membership corporation.

ARTICLE III - PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The address of the initial registered office is 240 Garnet Ave. Driggs, Idaho 83422, and the name of the initial registered agent at this address is Matthew Hail.

ARTICLE V - PURPOSES

The purposes for which the Corporation is organized and will be operated are as follows:

A. The exercise of all the powers and privileges and the performance of all the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions for Blue Indian Subdivision, recorded on the 29th day of April 2008, in the official records of Teton County, Idaho as Instrument Number 197249 (the "Declaration"), as amended from time to time.

B. The transaction of any or all lawful business for which corporations may be incorporated under the Idaho Nonprofit Corporation Act, subject only to limitations in the Bylaws and the Declaration and the amendments and supplements thereto.

C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property, whether real or personal, or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

IDAHO SECRETARY OF STATE
05/04/2009 05:00
CK: 1159 CT: 236734 BH: 1168781
ASSOCIATION INC. NONP # 2

1 - ARTICLES OF INCORPORATION OF BLUE INDIAN HOMEOWNERS

C182991

Peter Hatcher

P.O. Box 3071, Alpine WY 83128

Kent Cornelison

PO Box 50243, Idaho Falls, ID 83405

The initial Board of Directors shall hold this office until such time as a meeting is held to elect the new Board of Directors for the Corporation. Other applicable rules of the Board of Directors shall be in compliance with the Declaration and Bylaws of the Corporation.

ARTICLE X - ASSESSMENTS

Each Member shall be liable for the payment of Assessments provided for in the Declaration and as otherwise set forth in the Bylaws of the Corporation.

ARTICLE XI - DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation to such organization or organizations as shall at that time qualify as exempt organizations under Section 501(c)(12) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

ARTICLE XII - INCORPORATOR

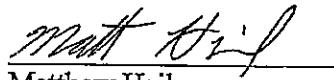
The name and street address of the incorporator is Matthew Hail, mailing address P.O. Box 1601, Driggs, ID 83422 and physical address of 240 Garnet Ave, Driggs, ID 83422.

ARTICLE XIII - BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. The Board of Directors of the Corporation shall be authorized to amend the Corporation's Bylaws at a properly noticed special or regular meeting of the Board of Directors. Neither these Articles nor the Bylaws of the corporation shall be amended or otherwise changed or interpreted to be inconsistent with the Blue Indian Subdivision Homeowners Association Declaration.

The undersigned, acting as incorporator of a nonprofit corporation under the Idaho Nonprofit Corporation Act adopts the following Articles of Incorporation:

DATED this 1st day of May, 2009.


Matthew Hail

Instrument # 191825

TETON COUNTY, IDAHO

2007-09-21 04:18:00 No. of Pages: 3

Recorded for: MARLOWE LAW OFFICE

MARY LOU HANSEN

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

191825 SEP21 07 PM 4 18

M. Webster

WARRANTY DEED

Surprise Valley Holdings LLC, and Wyoming limited liability company, of 99 S. Main St., Suite 201, Driggs, Idaho 83422, as GRANTOR, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Buxton West LLC, and Idaho limited liability company, of 99 S. Main St., Suite 201, Driggs, Idaho 83422, as GRANTEE, and to GRANTEE'S successors and assigns forever, all of the following described property situated in Teton County, Idaho:

Legal description attached hereto as "Exhibit A".

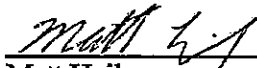
Together with all improvements, easements, hereditaments and appurtenances thereto.

Subject to all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record.

GRANTOR, for itself, its successors and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the GRANTEE, its successors and assigns forever against the lawful claims of all persons.

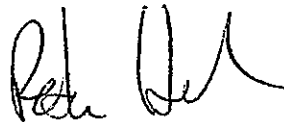
IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this 5th day of April, 2007.

GRANTOR



Matt Hail

Member of Surprise Valley
Holdings LLC



Peter Hatcher

Member of Surprise Valley
Holdings LLC

EXHIBIT A

TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 26: SE1/4;

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: A STRIP OF LAND 2 RODS WIDE ALONG THE SOUTH SIDE OF THE SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 2 RODS NORTH OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE NORTH 208.7 FEET, WEST 493.9 FEET, SOUTH 208.7 FEET, EAST 493.9 FEET, TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 241.7 FEET NORTH AND 1120 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 208.7 FEET, WEST 471 FEET, NORTH 474 FEET, THENCE SOUTHEASTERLY TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 2 RODS NORTH AND 200 FEET EAST OF THE SW CORNER OF THE SE1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE NORTH 208.7 FEET, EAST 626.1 FEET, SOUTH 208.7 FEET, WEST 626.1 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 271 FEET WEST AND 507 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 474 FEET, THENCE WEST 238 FEET, THENCE NORTH 624 FEET, THENCE SOUTHEASTERLY TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 1829 FEET WEST MORE OR LESS AND 657 FEET NORTH MORE OR LESS FROM THE SE CORNER OF THE SE1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 624 FEET, WEST 270 FEET, NORTH 686 FEET, SOUTHEASTERLY 310 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE EXISTING COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH AND EAST BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY.

RECORDING REQUESTED BY
First American Title Company

185874 MAR 14 '07 PM 2:39

RECEIVED

MAR 14 2007

TETON CO., ID
CLERK RECORDER

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 185874

TETON COUNTY, IDAHO

2007-03-14 02:39:00 No. of Pages: 5

Recorded for: FIRST AMERICAN TITLE CO

MARY LOU HANSEN

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 198846-T (tm)

Date: March 12, 2007

For Value Received, The Kem C. Gardner Family Partnership, LTD, a Utah Limited Liability Company, as to an undivided 50% Interest; Walter J. Plumb III, Inc. Profit Sharing Plan, as to an undivided 20.5% Interest; Philip T. Plumb, a single man, as to an undivided 9% Interest AND Ciel Holdings, LLC, a Utah Limited Liability Company, as to an undivided 20.5% Interest., hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Surprise Valley Holdings, LLC, a Wyoming Limited Liability Company**, hereinafter called the Grantee, whose current address is **99 S. Main St. Box #201, Driggs, ID 83422**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

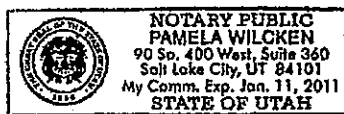
Date: 03/12/2007

Warranty Deed
- continued

File No.: 198846-T (tm)

STATE OF Utah)
)
COUNTY OF Salt Lake)
)
SS.

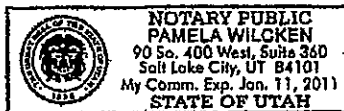
On this 13th day of March, 2007, before me, a Notary Public in and for said State, personally appeared **Walter J. Plumb III**, known or identified to me, to be the **President** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Pamela Wilcken
Notary Public of
Residing at: 90 S. 400 W. SLC, UT 84101
Commission Expires: 01.11.2011

STATE OF Utah)
)
COUNTY OF Salt Lake)
)
SS.

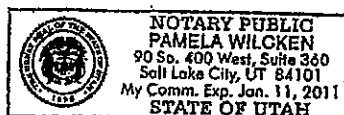
On this 13th day of March, 2007, before me, a Notary Public in and for said State, personally appeared **Walter J. Plumb III**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Walter J. Plumb III, Inc. Profit Sharing Plan**, and acknowledged to me that he executed the same as such Trustee.



Pamela Wilcken
Notary Public of
Residing at: 90 S. 400 W. SLC, UT 84101
Commission Expires: 01.11.2011

STATE OF Utah)
)
COUNTY OF Salt Lake)
)
SS.

On this 13th day of March, 2007, before me, a Notary Public in and for said State, personally appeared **Philip T. Plumb**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Pamela Wilcken
Notary Public of
Residing at: 90 S. 400 W. SLC, UT 84101
Commission Expires: 01.11.2011

EXHIBIT A

TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 26: SE1/4;

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: A STRIP OF LAND 2 RODS WIDE ALONG THE SOUTH SIDE OF THE SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

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ALSO LESS AND EXCEPTING THEREFROM THE EXISTING COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH AND EAST BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY.

183461

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

RECEIVED

DEC 15 2006

TETON CO., ID
CLERK RECORDER

Instrument # 183461

DRIGGS, TETON, IDAHO

2006-12-15

11:08:53 No. of Pages: 3

Recorded for : FIRST AMERICAN

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 170884-T (lb)

Date: December 13, 2006

For Value Received, **Ripplinger Farms, a Limited Partnership**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **The Kem C. Gardner Family Partnership, LTD, a Utah Limited Liability Company**, as to an undivided 50% Interest; **Walter J. Plumb III, Inc. Profit Sharing Plan**, as to an undivided 20.5% Interest; **Philip T. Plumb, a single man**, as to an undivided 9% Interest AND **Ciel Holdings, LLC, a Utah Limited Liability Company**, as to an undivided 20.5% Interest., hereinafter called the Grantee, whose current address is **90 South 450 West, Suite 360, Salt Lake City, UT 84101**, the following described premises, situated in Teton County, Idaho, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

183461

Date: 12/13/2006

Warranty Deed
- continued

File No.: 170884-T (lb)

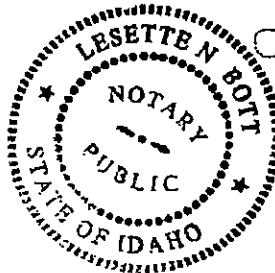
Ripplinger Farms, a Limited Partnership

Weston A. Ripplinger
By: Weston A. Ripplinger, General
Partner

Helen A. Ripplinger
By: Helen A. Ripplinger, General
Partner

STATE OF Idaho)
SS.
COUNTY OF Teton)

On this 14th day of December, 2006, before me, a Notary Public in and for said State, personally appeared **Weston A. Ripplinger and Helen A. Ripplinger**, known or identified to me to be one of the partners in the partnership of **Ripplinger Farms, a Limited Partnership**, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.



LeSette N. Borth
Notary Public of Idaho
Residing at: Teton, Id.
Commission Expires: 1-3-12

EXHIBIT A

TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 26: SE1/4;

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ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 241.7 FEET NORTH AND 1120 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 208.7 FEET, WEST 471 FEET, NORTH 474 FEET, THENCE SOUTHEASTERLY TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 2 RODS NORTH AND 200 FEET EAST OF THE SW CORNER OF THE SE1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE NORTH 208.7 FEET, EAST 626.1 FEET, SOUTH 208.7 FEET, WEST 626.1 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 271 FEET WEST AND 507 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 474 FEET, THENCE WEST 238 FEET, THENCE NORTH 624 FEET, THENCE SOUTHEASTERLY TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING 1829 FEET WEST MORE OR LESS AND 657 FEET NORTH MORE OR LESS FROM THE SE CORNER OF THE SE1/4SE1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE SOUTH 624 FEET, WEST 270 FEET, NORTH 680 FEET, SOUTHEASTERLY 310 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE EXISTING COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH AND EAST BOUNDARIES OF THE ABOVE DESCRIBED PROPERTY.