

RECEIVED

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Transfer No. 76185

NOV 03 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION**MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER**

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☐ #9 Other. Please describe: _____

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 76185

RECEIVED

AUG 28 2009

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

OCT 09 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGIONDEPT. OF WATER RESOURCES
SOUTHERN REGIONName of Applicant(s) Ranch Properties LLC

Phone _____

Mailing address 3663 E 3500 N, Kimberly, ID 83341

Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Greg Sullivan of Brockway EngineeringPhone 208-736-8543Mailing address 2016 North Washington St. Suite 4 Twin Falls 83301Email greg.sullivan@brockwayeng.com

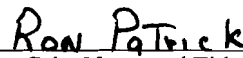
- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

RECEIVED
NOV 03 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.



Signature of Applicant or Authorized Representative



Print Name and Title if applicable

8-26-09

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2. Create 94.6 Acre PPU for 45-11969 and 1-10443**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part					
☒ ☐	45-11969	1.26/378.4	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	1-10443	0.87/	Irrigation	3/15 to 11/15	Snake River/Columbia River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.89 cfs and/or _____ ac-ft

2. Total amount of water proposed to be transferred or changed 1.89 cubic feet per second and/or _____ acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	24E	28						11	5										16
		29	.7		7.1	24					15	9.3				16			72.1
		30													5.7			0.8	6.5

Total Acres (for irrigation use) 94.6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing wells, pumps and pipes

- b. Who owns the property at the point(s) of diversion? Ranch Properties LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: No mortgages

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: _____
Land will continue to be irrigated.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: _____

None

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number:

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 45-11969

Current Owner: LARSEN PATRICK MC CALL PARTNERSHIP
NEIL H LARSEN
RON PATRICK
JACK MC CALL

Priority Date: 6/1/1939

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	1.26 CFS	378.4 AF
	Total Diversion	1.26 CFS	378.4 AF

Location of Point(s) of Diversion

GROUND WATER L9(SE1/4NE1/4) Sec. 29, Twp 10S, Rge 24E B.M.
CASSIA County

Place of Use

IRRIGATION Within CASSIA County

T10S R24E S28	Lot 4	NWNW	11.00	T10S R24E S28	Lot 4	SWNW	5.00
T10S R24E S29	Lot 9	NENE	0.70	T10S R24E S29	Lot 9	SWNE	7.10
T10S R24E S29	Lot 9	SENE	24.00	T10S R24E S29	Lot 11	NESW	15.00
T10S R24E S29	Lot 12	NWSW	9.30	T10S R24E S29	Lot 10	NWSE	16.00
T10S R24E S30	Lot 8	NESE	5.70	T10S R24E S30	Lot 8	SESE	0.80

Total Acres: 94.6

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 7/11/2005

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 1-10443

Current Owner: NEIL H LARSEN
Priority Date: 3/15/1961
Origin: Adjudication Recommendation
Status: Active
Basis: Beneficial Use

Source
SNAKE RIVER

Tributary
COLUMBIA RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	0.87 CFS	
	Total Diversion	0.87 CFS	

Location of Point(s) of Diversion

SNAKE RIVER
CASSIA County

L10(NW1/4SE1/4) Sec. 29, Twp 10S, Rge 24E B.M.

Place of Use

IRRIGATION Within CASSIA County

T10S R24E S29	Lot 11	NESW	15.00	T10S R24E S29	Lot 12	NWSW	9.30
T10S R24E S29	Lot 10	NWSE	12.70	T10S R24E S30	Lot 8	NESE	5.70
T10S R24E S30	Lot 8	SESE	0.80				

Total Acres: 43.5

Conditions of Approval:

1. E51 Right Nos. 45-11969 and 1-10443 are limited to a total combined diversion rate of 1.89 cfs.

2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

3. E55 Right Nos. 45-11969 and 1-10443 are limited to the irrigation of a combined total of 94.6 acres in a single irrigation season.



1 inch equals 1,000 feet
BROCKWAY ENGINEERING, PLLC.
ZL - 5/27/09

FRENCHMANS ISLAND RESORT T.10S R.24E NAIP 2004 AERIAL

- Legend
- 1-10443 SNAKE RIVER
 - 45-11969 GW WELL
 - PROPOSED PPU

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPT. OF WATER RESOURCES
SOUTHERN REGION

PART 3

☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.:

[illegible]

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Prelim. Check by B Walker Date 11/6/09

Fee Paid 290⁰⁰ Date 11/3/09 Received by B Walker Receipt # 5031168

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

RECEIVED

AUG 31 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

CASSIA COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE COMP/
10:57:13 am 04-27-2009

2009-002043

NO. PAGES: 14 FEE: \$42.00

LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

29507184

Case No. 59718KG

TitleFact, Inc
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED FRENCHMAN'S ISLAND RESORT, LLC, an Idaho Limited Liability Company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto RANCH PROPERTIES, LLC, an Idaho Limited Liability Company, hereinafter called Grantee, whose address is: 1613 Avenue South, Suite 310, Twin Falls Idaho 83301, the following described premises in Cassia County, Idaho; to-wit:

* 3663 E. 3500 N., Kimberly, ID 83341
SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 they are free from all encumbrances except as described above, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 22, 2009

FRENCHMAN'S ISLAND RESORT, LLC

BY: Neil H. Larsen, Member
NEIL H. LARSEN, Member

BY: Theresa E. Larsen, Member
THERESA E. LARSEN, Member

.....

STATE OF IDAHO
County of Twin Falls

On this 24th day of April, 2009, before me, a Notary Public in and for said State, personally appeared NEIL H. LARSEN, known or identified to me to be member of the limited liability company of FRENCHMAN'S ISLAND RESORT, LLC, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Reva J. Ginter
Notary Public for Idaho
Residing in Filer
Commission expires 04-28-10

REVA J GINTER
☆ NOTARY PUBLIC ☆
STATE OF IDAHO

.....

STATE OF IDAHO
County of Ada

On this 23 day of April, 2009, before me, a Notary Public in and for said State, personally appeared THERESA E. LARSEN, known or identified to me to be member of the limited liability company of FRENCHMAN'S ISLAND RESORT, LLC, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that she executed the same in said limited liability company name.

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

Erin L. Lentz
Notary Public for Idaho
Residing in 00152
Commission expires 04-28-10

ERIN L. LENTZ
NOTARY PUBLIC
STATE OF IDAHO

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Sections 28 & 29: TRACT 4; said tract being more particularly described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 29, from which the Southeast corner of said Section 29 bears S00°14'21"W—2640.04 feet; Thence N00°14'21"E along the East boundary of said Section 29 for a distance of 879.24 feet to a point on the approximate ordinary high water line on the Southerly bank of Paree's Island of the Snake River; Thence N54°09'45"E along the approximate ordinary high water line of the Southerly bank of Paree's Island of the Snake River for a distance of 77.76 feet; Thence N72°57'10"E along the approximate ordinary high water line of the Southerly bank of Paree's Island of the Snake River for a distance of 39.52 feet and being the TRUE POINT OF BEGINNING:

Thence leaving the Southerly bank of said Paree's Island on a bearing of N20°17'32"W for a distance of 511.35 feet to a point in the center of the access road, said point being on the arc of a curve right;

Thence Northeasterly along the arc of the curve right and along the center of the access road for a distance of 124.17 feet, said arc having a radius of 150.00 feet and a chord bearing and distance of N86°23'19"E—120.86 feet;

Thence leaving the center of the access road on a bearing of N18°52'03"W for a distance of 289.57 feet to a point on the approximate ordinary high water line of the Northerly bank & said Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island on the following courses:

**N70°04'06"E—76.44 feet;
N64°29'06"E—84.39 feet;
N62°53'47"E—233.07 feet;
N59°17'15"E—107.77 feet;
N65°05'18"E—99.26 feet;
N57°52'59"E—341.48 feet;
N60°10'00"E—98.20 feet;
N36°13'56"E—61.10 feet;
N27°20'31"E—23.34 feet;
N50°32'28"E—43.41 feet;
N65°06'22"E—356.18 feet;
N76°52'31"E—127.87 feet;
S81°25'54"E—42.03 feet;
N57°43'14"E—10.90 feet;**

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

N78°16'41"E—45.62 feet;
N62°49'46"E—21.51 feet;
N74°45'19"E—26.92 feet;
N62°28'36"E—26.70 feet;
N49°43'58"E—21.36 feet;
N42°31'48"E—18.60 feet;
N64°18'23"E—21.16 feet;
N76°22'32"E—33.29 feet;
N69°15'32"E—54.60 feet;
N80°10'46"E—14.83 feet;
S86°14'31"E—22.17 feet to the common point of the Northerly and Southerly banks of said
Paree's Island;
Thence along the approximate ordinary high water line of the Southerly bank of said Paree's
Island of the Snake River on the following courses:
S40°33'03"W—224.54 feet;
S42°16'02"W—71.29 feet;
S53°26'56"W—76.69 feet;
S33°17'52"W—164.53 feet;
S45°05'53"W—63.66 feet;
S47°53'20"W—101.28 feet;
S59°28'04"W—50.08 feet;
S56°28'24"W—115.12 feet;
S47°01'46"W—427.76 feet;
S44°19'42"W—123.91 feet;
S52°05'31"W—320.12 feet;
S38°14'03"W—178.51 feet;
S17°40'57"W—57.91 feet;
S39°56'25"W—255.45 feet;
S50°30'33"W—94.45 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO
Sections 28 & 29: TRACT 9; said tract being more particularly described as follows:
Commencing at the E¼ corner of said Section 29, from which the Southeast corner of said
Section 29 bears S00°14'21"W—2640.04 feet; Thence N00°14'21"E along the East boundary
or said Section 29 for a distance of 879.24 feet to a point on the approximate ordinary high
water line on the Southerly bank of Paree's Island of the Snake River and being the TRUE
POINT OF BEGINNING:

Thence along the approximate ordinary high water line of the Southerly bank of said Paree's
Island on the following courses:
S54°09'48"W—179.96 feet;
S10°12'06"W—39.97 feet;
S43°39'55"W—38.24 feet;
S88°17'24"W—64.26 feet;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

S44°20'36"W—160.07 feet;
S50°15'23"W—251.02 feet;
S61°29'43"W—74.16 feet;

Thence leaving the Southerly bank of said Paree's Island on a bearing of N27°34'02"W for a distance of 776.22 feet to a point on the approximate ordinary high water line of said Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island of the Snake River on the following courses:

N48°21'25"E—629.15 feet;
N55°32'57"E—88.27 feet;
N68°43'15"E—360.18 feet;
N70°04'06"E—47.42 feet;

Thence leaving the Northerly bank of said Paree's Island of the Snake River on a bearing of S18°52'03"E for a distance of 289.57 feet to a point in the center of the access road, said point being on the arc of a curve left;

Thence along the arc of the curve left and the center of the access road for a distance of 124.17 feet, said arc having a radius of 150.00 feet and a chord bearing and distance of S86°23'19"W—120.66 feet;

Thence leaving the center of the access road on a bearing of S20°17'32"E for a distance of 511.35 feet (shown of record 496.31 feet) to a point on the approximate ordinary high water line of the Southerly bank of said Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Southerly bank of said Paree's Island of the Snake River on the following courses:

S72°57'10"W—39.52 feet;
S54°09'48"W—77.76 feet to the TRUE POINT OF BEGINNING.

→EXCEPTING THEREFROM:

Sections 28 and 29: A parcel of land located in Government Lot 4 of Section 28 and Government Lot 9 of Section 29, more particularly described as follows:

Commencing at the Northeast corner of said Section 29, from which the N¼ corner of said Section 29 bears North 89°53'25" West 2622.76 feet; Thence South 00°02'02" West along the East boundary of said Section 29 for a distance of 1005.88 feet to a point on the approximate ordinary high water line on the Northerly bank of Paree's Island of the Snake River and being the True Point of Beginning;

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island on the following courses:

North 68°43'15" East 103.65 feet;
North 70°04'06" East 47.42 feet;

Thence leaving the Northerly bank of said Paree's Island on a bearing of South 18°52'03" East for a distance of 289.57 feet to a point in the center of the access road, said point being on the arc of a curve left;

Thence along the arc of the curve left and the center of the access road for a distance of 127.05 feet to the point of tangency, said arc having a radius of 150.00 feet and a chord bearing and distance of South 66°44'22" West 205.99 feet;

Thence South 23°22'31" West along the center of the access road for a distance of 126.90

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

feet to the point of curvature of a curve left;
Thence Southwesterly along the center of the access road and on the arc of the curve left for a distance of 64.12 feet to the point of a reverse curve right, said arc having a radius of 176.00 feet and a chord bearing and distance of South 12°56'16" West 63.77 feet;
Thence Southwesterly along the center of the access road and on the arc of the curve right for a distance of 145.55 feet to the point of a reverse curve left, said arc having a radius of 166.00 feet and a chord bearing and distance of South 27°37'10" West 140.93 feet;
Thence Southwesterly along the center of the access road and along the arc of the curve left for a distance of 87.65 feet, said arc having a radius of 112.00 feet and a chord bearing and distance of South 30°19'08" West 85.43 feet;
Thence leaving the center of the access road on a bearing of North 32°29'16" West for a distance of 529.61 feet to a point on the approximate ordinary high water line of the Northerly bank of said Patee's Island of the Snake River;
Thence along the approximate ordinary high water line of the Northerly bank of said Patee's Island of the Snake River on the following courses;
North 48°21'25" East 134.04 feet;
North 55°32'57" East 88.27 feet;
North 68°43'15" East 256.53 feet to the True Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: TRACT 10; said tract being more particularly described as follows:

Commencing at the NE corner of said Section 29, from which the N $\frac{1}{4}$ corner of said Section 29 bears N89°53'25"W—2622.76 feet; Thence N89°53'25"W along the North boundary of the NE $\frac{1}{4}$ of said Section 29 for a distance of 1311.38 feet to the NE $\frac{1}{16}$ corner of said Section 29; Thence S00°00'29"W along the West boundary of Government Lot 5 of said Section 29 for a distance of 1921.38 feet to a point on the approximate ordinary high water line on the Northerly bank of Patee's Island of the Snake River and being the TRUE POINT

OF BEGINNING:

Thence along the approximate ordinary high water line of the Northerly bank of Patee's Island of the Snake River on approximately the following courses:

N60°41'44"E—60.88 feet;

N74°59'33"E—126.88 feet;

N48°56'42"E—289.82 feet;

N53°44'50"E—167.23 feet;

Thence leaving the Northerly bank of said Patee's Island on a bearing of S27°34'02"E for a distance of 776.22 feet to a point on the approximate ordinary high water line on the Southerly bank of Patee's Island of the Snake River;

Thence along the approximate ordinary high water line of the Southerly bank of said Patee's Island of the Snake River on approximately the following courses:

S61°29'43"W—377.15 feet;

S56°00'05"W—246.72 feet;

S65°53'56"W—121.02 feet;

S52°39'23"W—340.20 feet;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

S55°07'37"W—235.02 feet;

S57°56'35"W—143.64 feet;

Thence leaving the Southerly bank of Paree's Island of the Snake River on a bearing of N22°45'05"W for a distance of 357.27 feet to a point in the center of the access road, said point being on the arc of a curve left;

Thence Northeasterly along the arc of the curve left and the center of the access road for a distance of 93.86 feet to the point of curvature of a reverse curve right, said arc having a radius of 251.40 feet and a chord bearing and distance of N67°24'48"E—93.31 feet;

Thence Northeasterly along the arc of the reverse curve right and the center of the access road for a distance of 163.65 feet, said arc having a radius of 1525.00 feet and a chord bearing and distance of N59°47'32"E—163.57 feet;

Thence leaving the center of the access road on a bearing of N21°07'36"W for a distance of 339.18 feet to a point on the approximate ordinary high water line of the Northerly bank of said Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island of the Snake River on approximately the following courses:

N74°45'28"E—27.07 feet;

N29°14'11"E—105.39 feet;

N47°05'59"E—103.04 feet (shown of record as 126.88 feet);

N60°23'11"E—202.48 feet;

N25°33'09"E—92.25 feet;

N60°41'44"E—8.26 feet to the TRUE POINT OF BEGINNING.

→ EXCEPTING THEREFROM:

A parcel of land located in Section 29, Tract 10, being more particularly described as follows:

Commencing at the Northeast corner of said Section 29, from which the North One Quarter (N¼) corner of said Section 29 bears N89°53'25"W 2622.76 feet; Thence N89°53'25"W along the North boundary of the NE¼ of said Section 29 for a distance of 1311.38 feet to the NE 1/16 corner of said Section 29; Thence S00°00'29"W along the West boundary of

Government Lot 5 of said Section 29 for a distance of 1921.38 feet to a point on the approximate ordinary high water line on the Northerly bank of Paree's Island of the Snake River; Thence S60°41'44"W along the approximate ordinary high water line of the Northerly bank of said Paree's Island for a distance of 8.26 feet; Thence S25°33'09"W along the approximate ordinary high water line of the Northerly bank of said Paree's Island for a distance of 92.25 feet; thence S60°23'11"W along the approximate ordinary high water line of said Paree's Island for a distance of 105.78 feet to the TRUE POINT OF BEGINNING;

Thence leaving the Northerly bank of said Paree's Island on a bearing of S23°13'40"E for a distance of 700.54 feet to a point on the approximate ordinary high water line on the Southerly bank of Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Southerly bank of said Paree's Island of the Snake River on approximately the following courses:

S52°39'23"W 208.76 feet;

S55°07'37"W 128.33 feet;

Thence leaving the Southerly bank of Paree's Island of the Snake River on a bearing of N21°07'36"W for a distance of 671.91 feet to a point on the approximate ordinary high

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

water line of the Northerly bank of said Paree's Island of the Snake River;
Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island of the Snake River on the following courses:

N74°45'28"E 27.07 feet;

N29°14'11"E 105.39 feet;

N47°05'59"E 103.04 feet;

N60°23'11"E 96.70 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: TRACT 11; said tract being more particularly described as follows:

Commencing at the N¼ corner of said Section 29, from which the NE corner of said Section 29 bears S89°53'25"E—2622.76 feet; Thence S00°01'05"E along the North-South center of Section line of said Section 29 for a distance of 2559.84 feet to a point on the approximate ordinary high water line on the Northerly bank of Paree's Island of the Snake River and being the TRUE POINT OF BEGINNING:

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island on the following courses:

N42°25'51"E—46.16 feet;

N70°21'12"E—170.88 feet;

N78°04'26"E—90.57 feet;

N83°26'43"E—126.35 feet;

N76°20'04"E—190.34 feet;

N55°54'31"E—95.65 feet;

S65°30'59"E—66.75 feet;

N70°17'01"E—97.63 feet;

N60°40'45"E—81.27 feet;

N74°45'28"E—41.94 feet;

Thence leaving the Northerly bank of said Paree's Island on a bearing of S21°07'36"E for a distance of 339.18 feet to a point in the center of the access road, said point being on the arc of a curve left;

Thence Southwesterly along the arc of the curve left and the center of the access road for a distance of 163.65 feet to the point of curvature of a reverse curve right, said arc having a radius of 1525.00 feet and a chord bearing and distance of S59°47'32"W—163.57 feet;

Thence Southwesterly along the arc of the curve right and the center of the access road for a distance of 93.86 feet to the point of tangency, said arc having a radius of 251.40 feet and a chord bearing and distance of S67°24'48"W—93.31 feet;

Thence S78°06'31"W along the center of the access road for a distance of 135.20 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left and center of the access road for a distance of 106.19 feet to the point of tangency, said arc having a radius of 600.00 feet and a chord bearing and distance of S73°02'18"W—106.06 feet;

Thence S67°58'04"W along the center of the access road for a distance of 94.94 feet to the point of curvature of a curve right;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Thence Southwesterly along the arc of the curve right and the center of the access road for a distance of 82.99 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of $S79^{\circ}51'20''W$ —82.40 feet;

Thence $N88^{\circ}15'24''W$ along the center of the access road for a distance of 112.25 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left and the center of the access road for a distance of 122.72 feet to the point of curvature of a reverse curve right, said arc having a radius of 450.00 feet and a chord bearing and distance of $S83^{\circ}55'50''W$ —122.34 feet;

Thence Southwesterly along the arc of the reverse curve right and the center of the access road for a distance of 72.22 feet, said arc having a radius of 400.00 feet and a chord bearing and distance of $S81^{\circ}17'25''W$ —72.12 feet;

Thence $S86^{\circ}27'46''W$ along the center of the access road for a distance of 151.95 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left and the center of the access road for a distance of 118.71 feet, said arc having a radius of 200.00 feet and a chord bearing and distance of $S69^{\circ}27'29''W$ —116.98 feet;

Thence $S52^{\circ}27'13''W$ along the center of the access road for a distance of 338.60 feet to the point of curvature of a curve right;

Thence Southwesterly along the arc of the curve right and the center of the access road for a distance of 121.38 feet to the point of tangency, said arc having a radius of 450.00 feet and a chord bearing and distance of $S60^{\circ}10'51''W$ —121.01 feet;

Thence $S67^{\circ}54'28''W$ along the center of the access road for a distance of 215.16 feet to the point of curvature of a curve right;

Thence Northwesterly along the arc of the curve right and the center of the access road for distance of 173.64 feet to the point of curvature of a reverse curve left, said arc having a radius of 200.00 feet and a chord bearing and distance of $N87^{\circ}13'13''W$ —168.24 feet;

Thence Northwesterly along the arc of the reverse curve left and the center of the access road for a distance of 283.40 feet, said arc having a radius of 350.00 feet and a chord bearing and distance of $N85^{\circ}32'42''W$ —275.72 feet;

Thence leaving the center of the access road on a bearing of $S07^{\circ}43'58''E$ for a distance of 347.40 feet to a point on the ordinary high water line on the Southerly bank of said Paree's Island of the Snake River;

Thence along the ordinary high water line of the Southerly bank of said Paree's Island of the Snake River on the following courses:

$N83^{\circ}20'39''W$ —219.51 feet;

$S77^{\circ}35'23''W$ —156.33 feet;

Thence leaving the Southerly bank of said Paree's Island of the Snake River on a bearing of $N08^{\circ}48'02''W$ for a distance of 425.14 feet to a point on the approximate ordinary high water line on the Northerly bank of said Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Northerly bank of said Paree's Island of the Snake River on the following courses:

$N63^{\circ}38'28''E$ —261.89 feet;

$N72^{\circ}06'00''E$ —124.72 feet;

$N89^{\circ}01'25''E$ —190.44 feet;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

N59°32'56"E—122.38 feet;
S74°38'32"E—73.27 feet;
N70°08'05"E—262.35 feet;
N58°33'16"E—127.20 feet;
N71°42'18"E—150.29 feet;
N77°22'02"E—207.37 feet;
N42°25'51"E—184.96 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 5:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: TRACT 12; said tract being more particularly described as follows:

Commencing at the NW corner of said Section 29, from which the N¼ corner of said Section 29 bears S89°53'17"E—2843.39 feet; Thence S89°53'17"E along the North boundary of the NW¼ of said Section 29 for a distance of 1321.70 feet to the Northwest 1/16 corner of said Section 29; Thence S00°02'39"E along the West boundary of the NE¼NW¼ and Government Lot 7 of said Section 29 for a distance of 3036.05 feet to a point on the approximate ordinary high water line on the Northerly bank of Paree's Island of the Snake River; Thence S63°38'28"W along the ordinary high water line of the Northerly bank of Paree's Island of the Snake River for a distance of 250.97 feet; Thence leaving the North bank of Paree's Island on a bearing of S08°48'02"E (shown of record S08°48'02"W) for a distance of 425.14 feet to a point on the approximate ordinary high water line on the Southerly bank of Paree's Island of the Snake River; Thence N77°35'23"E along the ordinary high water line of the Southerly bank of said Paree's Island for a distance of 156.35 feet; Thence S83°20'39"E along the ordinary high water line of the Southerly bank of said Paree's Island for a distance of 219.51 feet to the TRUE POINT OF BEGINNING;

Thence leaving the Southerly bank of said Paree's Island on a bearing of N07°43'58"W for a distance of 347.40 feet to a point in the center of the access road, said point being on the arc of a curve right;

Thence Southeasterly along the arc of the curve right and the center of the access road for a distance of 283.40 feet to the point of curvature of a reverse curve left, said arc having a radius of 350.00 feet and a chord bearing and distance of S85°32'42"E—275.72 feet;

Thence Southeasterly along the arc of the curve left and the center of the access road for a distance of 173.64 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of S87°13'13"E—168.24 feet;

Thence N67°54'28"E along the center of the access road for a distance of 215.16 feet to the point of curvature of a curve left;

Thence Northeasterly along the arc of the curve left and center of the access road for a distance of 121.38 feet to the point of tangency, said arc having a radius of 450.00 feet and a chord bearing and distance of N60°10'51"E—121.01 feet;

Thence N52°27'13"E along the center of the access road for a distance of 338.60 feet to the point of curvature of a curve right;

Thence Northeasterly along the arc of the curve right and the center of the access road for a distance of 118.71 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of N69°27'29"E—116.98 feet;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Thence N86°27'46"E along the center of the access road for a distance of 151.95 feet to the point of curvature of a curve left;
Thence Northeasterly along the arc of the curve left and the center of the access road for a distance of 72.22 feet to the point of curvature of a reverse curve right, said arc having a radius of 400.00 feet and a chord bearing and distance of N81°17'25"E—72.12 feet;
Thence Northeasterly along the arc of the reverse curve right and the center of the access road for a distance of 122.72 feet, said arc having a radius of 450.00 feet and a chord bearing and distance of N83°55'50"E—122.34 feet;
Thence S88°15'24"E along the center of the access road for a distance of 112.25 feet to the point of curvature of a curve left;
Thence Northeasterly along the arc of the curve left (shown of record right) and the center of the access road for a distance of 82.99 feet, said arc having a radius of 200.00 feet and a chord bearing and distance of N79°51'20"E—82.40 feet;
Thence N67°58'04"E along the center of the access road for a distance of 94.94 feet to the point of curvature of a curve right;
Thence Northeasterly along the arc of the curve right and the center of the access road for a distance of 106.19 feet, said arc having a radius of 600.00 feet and a chord bearing and distance of N73°02'18"E—106.06 feet;
Thence N78°06'31"E along the center of the access road for a distance of 135.20 feet;
Thence leaving the center of the access road on a bearing of S22°45'05"E (shown of record as S22°05'45"E) for a distance of 357.27 feet to a point on the ordinary high water line on the Southerly bank of said Paree's Island of the Snake River;
Thence along the ordinary high water line of the Southerly bank of said Paste's Island of the Snake River on the following courses:
S57°56'35"W—121.89 feet;
S50°12'07"W—275.90 feet;
S64°16'52"W—311.57 feet;
S77°48'03"W—355.18 feet;
S82°35'10"W—316.49 feet;
N84°57'39"W—243.54 feet;
S86°26'11"W—446.48 feet;
S84°02'55"W (shown of record as S84°02'05"W) 131.88 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 6:
TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO
Sections 29 & 30: TRACT 8; said tract being more particularly described as follows:
Commencing at the NW corner of said Section 29, from which the N¼ corner of said Section 29 bears S89°53'17"E—2643.39 feet, Thence S00°04'32"E along the West boundary of said Section 29 for a distance of 3424.41 feet to a point on the approximate ordinary high water line on the Northerly bank of Paree's Island of the Snake River and being the TRUE POINT OF BEGINNING:
Thence along the approximate ordinary high water line of the Northerly bank of Paree's Island of the Snake River on approximately the following courses:

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

N81°08'34"E—198.03 feet;
N87°04'12"E—103.22 feet;
N75°15'19"E—171.33 feet;
N85°30'53"E—161.01 feet;
N49°32'07"E—142.82 feet;
N71°31'08"E—261.73 feet;
N86°35'08"E—113.35 feet;

Thence leaving the Northerly bank of said Paree's Island on a bearing of S08°48'02"E for a distance of 425.14 feet to a point on the approximate ordinary high water line on the Southerly bank of Paree's Island of the Snake River;

Thence along the approximate ordinary high water line of the Southerly bank of said Paree's Island of the Snake River on approximately the following courses:

S77°35'23"W—313.73 feet;
N82°56'07"W—103.62 feet;
S84°28'18"W—133.05 feet;
S72°22'41"W—190.98 feet;
S57°29'28"W—183.55 feet;
S71°41'53"W—172.04 feet;
S77°50'45"W—281.53 feet;
S73°59'37"W—192.86 feet;
S61°42'05"W—242.62 feet;
S78°29'57"W—106.89 feet;
S57°54'38"W—154.76 feet;

S67°33'45"W—133.21 feet to the Southwesterly corner of Paree's Island;

Thence along the approximate ordinary high water line of the Westerly and Northerly banks of said Paree's Island of the Snake River on approximately the following courses:

N09°31'06"E—61.57 feet;
N32°24'33"E—189.03 feet;
N04°38'21"E—179.98 feet;
N01°04'45"E—95.41 feet;
N44°32'52"E—105.84 feet;
N51°30'41"E—123.58 feet;
N68°11'13"E—215.68 feet;
N78°51'06"E—326.52 feet;

N81°08'34"E—96.72 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

A 20.0 foot wide permit access easement across the Southerly channel of the Snake River on a 16.0 foot wide bridge, said easement being centered on the following described line:

Commencing at the East One Quarter (E¼) corner of said Section 29, from which the Southeast corner of said Section 29 bears S00°14'21"W 2640.04 feet; thence N00°14'21"E along the East boundary of Government Lot 1 of said Section 29 and the center of an existing county road for a distance of 440.76 feet to a point in the center of the Southerly end of a

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

bridge across the Southerly channel of the Snake River and being the TRUE POINT OF BEGINNING:

Thence N32°21'40"W along the center of the bridge for a distance of 321.69 feet to a point in the center of the Northerly end of said bridge, said point being the terminus point of said 20.0 foot wide permit access easement. An Easement for the purpose of constructing, using, and maintaining a bridge over, under, and cross lands situated in Cassia County, State of Idaho, described in State of Idaho Corrected Easement No. 6119, by and between State of Idaho, Department of Lands, acting by and through the State Board of Land Commissioners, and Neil H. Larsen, dated December 27, 2006 and recorded January 9, 2007 as Instrument No. 313171, records of Cassia County, Idaho.

PARCEL NO. 8:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO
A 30.0 foot wide access easement for the purpose of ingress and egress and 15.0 foot wide utility easement both for the benefit of Parcel No. 1, that are adjacent to and on each side of the 30.0 foot wide access easement, said access and utility easement being centered on the following described line:

Commencing at the E $\frac{1}{4}$ corner of said Section 29, from which the Southeast corner of said Section 29 bears S00°14'21"W 2640.04 feet; thence N00°14'21"E along the East boundary of government Lot 1 of said Section 29 and the center of an existing county road for a distance of 440.76 feet to a point in the center of the Southerly end of a bridge across the Southerly channel of the Snake River; thence N32°21'40"W along the center of the bridge for a distance of 321.69 feet to a point in the center of the Northerly end of said bridge and being the TRUE POINT OF BEGINNING:

Thence N35°55'40"W for a distance of 211.62 feet to the point of curvature of a curve right; Thence Northwestery along the arc of the curve right for a distance of 14.44 feet to the intersection of the Easterly and Westerly access and utility easements, said arc having a radius of 112.00 feet and a chord bearing and distance of N32°14'06"W 14.43 feet;

Thence Northeasterly along the center of the Easterly access and utility easement and on the arc of the curve right for a distance of 158.88 feet to the point of a reverse curve left, said arc having a radius of 112.00 feet and a chord bearing and distance of N12°05'53"E 145.89 feet;

Thence Northeasterly along the arc of the curve left for a distance of 145.55 feet to the point of a reverse curve right, said arc having a radius of 166.00 feet and a chord bearing and distance of N27°37'10"E 140.93 feet;

Thence Northeasterly along the arc of the curve right for a distance of 64.12 feet to the point of tangency, said arc having a radius of 176.00 feet and a chord bearing and distance of N12°56'16"E 63.77 feet;

Thence N23°22'31"E for a distance of 126.90 feet to a point of curvature of a curve right;

Thence Northeasterly along the arc of the curve right for a distance of 273.43 feet to the point of tangency, said arc having a radius of 150.00 feet and a chord bearing and distance of N75°35'50"E 237.12 feet;

Thence S52°10'52"E for a distance of 188.77 feet to the point of curvature of a curve left;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Thence Northeasterly along the arc of the curve left for a distance of 164.17 feet to the point of tangency, said arc having a radius of 105.00 feet and a chord bearing and distance of N83°01'35"E 147.95 feet;

Thence N38°14'03"E for a distance of 119.08 feet to the point of curvature of a curve right;

Thence Northeasterly along the arc of the curve right for a distance of 76.92 feet to the point of curvature of a reverse curve left, said arc having a radius of 400.00 feet and a chord bearing and distance of N43°44'35"E 76.80 feet;

Thence Northeasterly along the arc of the reverse curve left for a distance of 40.82 feet to the point of tangency, said arc having a radius of 400.00 feet and a chord bearing and distance of N46°19'44"E 40.80 feet;

Thence N43°14'43"E for a distance of 693.53 feet to the point of beginning of a hammer head turnaround said hammer head turnaround to be included in the described easement.

AND

WESTERLY ACCESS AND UTILITY EASEMENT

Commencing at the intersection of the Easterly and Westerly access and utility easement as before described and being the TRUE POINT OF BEGINNING:

Thence S89°53'00"W for a distance of 68.63 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 547.85 feet to the point of tangency, said arc having a radius of 720.00 feet and a chord bearing and distance of S68°05'06"W 534.73 feet;

Thence S46°17'12"W for a distance of 267.51 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 132.32 feet to the point of curvature of a reverse curve right, said arc having a radius of 600.00 feet and a chord bearing and distance of S39°58'07"W 132.05 feet;

Thence Southwesterly along the arc of the reverse curve right for a distance of 421.88 feet to the point of curvature of a reverse curve left, said arc having a radius of S53°47'39"W 413.24 feet;

Thence Southwesterly along the arc of the reverse curve left for a distance of 458.32 feet to the point of curvature of a reverse curve right, said arc having a radius of 1525.00 feet and a chord bearing and distance of S65°19'40"W 456.59 feet;

Thence Southwesterly along the arc of the reverse curve right for a distance of 93.86 feet to the point of tangency, said arc having a radius of 251.40 feet and a chord bearing and distance of S67°24'48"W 93.31 feet;

Thence S78°06'31"W for a distance of 135.20 feet to the point of curvature of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 106.19 feet to the point of tangency, said arc having a radius of 600.00 feet and a chord bearing and distance of S73°02'18"W 106.06 feet;

Thence S67°58'04"W for a distance of 94.94 feet to the point of curvature of a curve right;

Thence Southwesterly along the arc of the curve right for a distance of 82.99 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of S79°51'20"W 82.40 feet;

Thence N88°15'24"W for a distance of 112.25 feet to the point of curvature of a curve left;

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Thence Southwesterly along the arc of the curve left for a distance of 122.72 feet to the point of curvature of a reverse curve right, said arc having a radius of 450.00 feet and chord bearing and distance of S83°55'50"W 122.34 feet;
Thence Southwesterly along the arc of the reverse curve right for a distance of 72.22 feet to the point of tangency, said arc having a radius of 400.00 feet and a chord bearing and distance of S81°17'25"W 72.12 feet;
Thence S86°27'46"W for a distance of 151.95 feet to the point of curvature of a curve left;
Thence Southwesterly along the arc of the curve left for a distance of 118.71 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of S69°27'29"W 116.98 feet;
Thence S52°27'13"W for a distance of 338.60 feet to the point of curvature of a curve right;
Thence Southwesterly along the arc of the curve right for a distance of 121.38 feet to the point of tangency, said arc having a radius of 450.00 feet and a chord bearing and distance of S60°10'51"W 121.01 feet;
Thence S67°54'28"W for a distance of 215.16 feet to the point of curvature of a curve right;
Thence Northwesterly along the arc of the curve right for a distance of 173.64 feet to the point of curvature of a reverse curve left, said arc having a radius of 200.00 feet and a chord bearing and distance of N87°13'13"W 168.24 feet;
Thence Northwesterly along the arc of the reverse curve left for a distance of 283.40 feet to the point of tangency, said arc having a radius of 350.00 feet and a chord bearing and distance of N85°32'42"W 275.72 feet;
Thence S71°15'31"W for a distance of 811.39 feet to the point of curvature of a curve right;
Thence Southwesterly along the arc of the curve right for a distance of 95.93 feet to the point of curvature of a reverse curve left, said arc having a radius of 150.00 feet and a chord bearing and distance of S89°34'49"W 94.30 feet;
Thence Southwesterly along the arc of the reverse curve left for a distance of 485.41 feet to the point of curvature of a reverse curve right, said arc having a radius of 505.00 feet and a chord bearing and distance of S80°21'54"W 466.94 feet;
Thence Southwesterly along the arc of the reverse curve right for a distance of 60.84 feet to the point of tangency, said arc having a radius of 200.00 feet and a chord bearing and distance of S61°32'37"W 60.61 feet;
Thence S71°56'39"W for a distance of 633.23 feet to the point of beginning of a hammer head turnaround, said hammer head turnaround area to be included in said easement.

No. W 12056	Due no later than May 31, 2008 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. FRENCHMAN'S ISLAND RESORT, L.L.C. NEIL H. LARSEN PO BOX 11 HANSEN ID 83334 USA		NEIL H LARSEN 43 S #B 650 E BURLEY ID 83318			
			3. New Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	NEIL H LARSEN	PO BOX 11	HANSEN	ID	USA	83334
MEMBER	THERESA E. LARSEN	PO BOX 11	HANSEN	ID	USA	83334
5. Organized Under the Laws of: ID W 12056		6. Annual Report must be signed.* Signature: Neil H. Larsen Name (type or print): Neil H. Larsen Date: 06/24/2008 Title: Mgr. Member				
Processed 06/24/2008		* Electronically provided signatures are accepted as original signatures.				

RECEIVED
AUG 31 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION



(Instructions on back of application)

2009 MAR 30 AM 11:47

SECRETARY OF STATE
STATE OF IDAHO

- RANCH PROPERTIES, LLC**

- 2. The complete street and mailing addresses of the initial designated/principal office:**

161 5th Ave S, Ste 310, Twin Falls, ID 83301

(Street Address)

(Mailing Address, if different than street address)

- 3. The name and complete street address of the registered agent:**

Steven D. Peterson

(Name)

161 5th Ave S, Ste 310, Twin Falls, ID 83301

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Noting

Steven D. Peterson

Address

161 5th Ave S, Ste 310, Twin Falls, ID 83301

Steven D. Peterson, P.C.

101 5th Ave S, Ste 310, Twin Falls, ID 83301

- 5. Mailing address for future correspondence (annual report notices):**

181 5th Ave S, Ste 310, Twin Falls, ID 83301

- 6. Future effective date of filing (optional):**

Signature of organizer(s). (An organizer is a member, or is acting in behalf of a member or members).

Signature Steven D. Peters

Typed Name: Steven D. Peterson

Signature

Typed Name:

Secretary of State use only

Acceptance of the Terms and Conditions of the FMD

ID#00 SECRETARY OF STATE
 03/30/2009 05:00
 CK: 218229 CT: 172099 IN: 1163546
 1 @ 100.00 = 100.00 ORGAN LLC # 2
 1 @ 20.00 = 20.00 EXPDITE C # 3

W82665

FILED EFFECTIVE

2009 APR 24 PM 3:58

**STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH**

(See reverse for instructions)

CLERK OF STATE
STATE OF IDAHO

File #:

W82665

The undersigned entity submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Idaho.

1. The name of the entity is:
RANCH PROPERTIES, LLC
2. The street address of its present registered office is:
181 5TH AVE S, STE 310, TWIN FALLS, ID 83301
3. The new street address in Idaho (not a P.O. box or PMB) to which its registered office is to be changed is:
3663 E 3500 N, KIMBERLY, ID 83341
4. The name of its old registered agent is: STEVEN D. PETERSON
5. The name of its new registered agent is: RON PATRICK

Dated: APRIL 23, 2009

Signed:

Printed:

STEVEN D. PETERSON

Capacity: _____

I consent to serve as registered agent for the above-named entity.

(Signature of new registered agent)

FILE ONE COPY

NO FEE REQUIRED

g:\mpt\forms\info\formchangeRA_RO.pss

Rev. 08/2008

MEMBER ACQUISITION AGREEMENT

THIS AGREEMENT dated this 1st day of April, 2009 is by and between RANCH PROPERTIES, LLC an Idaho Limited Liability Company hereinafter "Buyer," and NEIL H. LARSEN and THERESA E. LARSEN, husband and wife, both in their individual capacity, FRENCHMAN'S ISLAND RESORT, LLC, an Idaho Limited Liability Company, hereinafter collectively as "Seller" whose address is PO Box 11, Hansen, Idaho 83334.

RECITALS

WHEREAS Sellers NEIL H. LARSEN and THERESA E. LARSEN are the sole owners and members of FRENCHMAN'S ISLAND RESORT, LLC, and;

WHEREAS FRENCHMAN'S ISLAND RESORT LLC owns a parcel of real property located in Cassia County, Idaho consisting of an island in the Snake River including all improvements and appurtenances including water rights for both domestic and irrigation wells. The parties to this agreement acknowledge that Sellers have previously sold parcels of real property consisting of a residence and approximately two acres together with two other parcels of real property consisting of approximately eight acres. The real property presently owned by FRENCHMAN'S ISLAND RESORT, LLC, is legally described on Exhibit 1 attached hereto and incorporated in full herein. The water rights appurtenant to the real property are legally described on Exhibit 2 attached hereto and incorporated in full herein, and;

WHEREAS FRENCHMAN'S ISLAND RESORT LLC also owns certain irrigation and farm equipment consisting of three quarter mile sprinkler handlines, with valve openers and end plugs, a homemade sprinkler pipe trailer, a 2006 Massey Ferguson Model 1540 tractor, a six foot rotary mower, a 150 gallon PTO sprayer with six foot boom and a 2001 25 HP Dixon commercial lawn mower.

WHEREAS Sellers NEIL H. LARSEN and THERESA E. LARSEN, desire to sell and Buyer desires to purchase all of Sellers' NEIL H. LARSEN and THERESA E. LARSEN'S ownership and membership interest in FRENCHMAN'S ISLAND RESORT, LLC which shall also include the personal property listed above. All other personal property located on the premises shall be excluded from the sale. All real property together with all improvements, water rights and appurtenances whether titled in the name of NEIL H. LARSEN and THERESA E. LARSEN or in the name of FRENCHMAN'S ISLAND RESORT, LLC.

WHEREAS Sellers have constructed a bridge across the Snake River allowing a vehicle ingress and egress to the real property which includes all easement permits and leases granted by the State of Idaho, which all of which are to be transferred to Buyer from Seller, as may be required. Sellers NEIL H. LARSEN and THERESA E. LARSEN shall each execute a quitclaim deed relinquishing any right title and interest that they may have in the bridge across the Snake River and accompanying easements.

RECEIVED

AUG 11 2009

NOW THEREFORE in consideration of the mutual covenants and conditions the parties agree as follows:

1. Recitals. The above stated recitals are material terms and conditions of this Membership Acquisition Agreement.

2. Purchase and Acquisition of Membership Interests. Subject to the terms and conditions of this Agreement Sellers, shall sell to Buyer, all of Sellers' right, title and interest in Sellers membership and ownership interests of FRENCHMAN'S ISLAND RESORT, LLC. Upon completion of the purchase of Sellers' membership interests, Sellers shall have no further interest in FRENCHMAN'S ISLAND RESORT, LLC, its real or personal property or any improvements, water rights or appurtenances, to said real property hereinafter sometimes referred to as the "Property".

2.1 Purchase Price. The purchase price for the property subject to this Agreement shall be [REDACTED] payable as follows:

2.1.1 Earnest Money Deposit. An Earnest Money Deposit of [REDACTED] shall be deposited with the closing Agent within ~~24 hours~~ of written notification by Sellers that Buyers have executed this Agreement. *4 Days R.P.*

2.1.2 Balance of Purchase Price. The balance of the purchase price in the amount of [REDACTED] shall be paid in full at closing. *JJ R.P. N.A.A.*

3. Contingency. This Agreement is contingent upon Buyer obtaining financing to acquire Sellers' interest in the Property subject to this Agreement. Buyer's financing must be obtained not later than 10 days from the date of this Agreement.

4. Encumbrances. Buyer acknowledges that an encumbrance agreement on the 2006 Massey Ferguson Tractor exists in the amount of approximately \$5,000. Seller will satisfy obligation at closing.

5. Acceptance. Sellers shall have 48 hours from the electronic receipt of this Agreement to accept the terms and conditions contained herein. If this Agreement is not accepted by Sellers, the Buyer shall have no further obligations hereunder. Upon notification to Buyer of acceptance by the Sellers and execution of this Agreement by the Sellers, Buyer shall have 24 hours to deposit the earnest money with the closing agent.

6. Closing. *JJ R.P. N.A.A.*
28 This transaction shall be closed at the offices of Title Fact. Inc. not later than April 18, 2009, unless extended by the mutual written agreement of the parties hereto. In the event this Agreement does not close as scheduled or mutually extended, this Agreement shall be null and void and the earnest money deposit shall be returned to the Buyer.

6.1 Closing Costs. All costs of closing excluding title insurance shall be shared equally between Buyer and Sellers. Sellers shall be responsible for the cost of the owner's title policy premiums as required pursuant to Paragraph 7 herein.

7. Title Insurance.

7.1 Commitment. Upon the acceptance of this Agreement by the Sellers, the Sellers shall order a Commitment for Title Insurance ("Commitment") issued by Title Fact, Inc. covering the Real property owned by Sellers.

7.2 Unapproved Exceptions. If any exceptions shown on the Commitment are not approved in writing by the Buyer prior to Closing, then the Buyer shall have the right to terminate this Agreement. All earnest money deposited shall be refunded to the Buyer and each party shall be fully released and discharged from any further obligations under this Agreement.

7.3. Policy. At closing, the Sellers shall purchase and deliver to the Buyer an Owner's Policy Title insurance policy which shall name the Buyer as the insured in the amount of Four Hundred Thousand Dollars and NO/100's (\$400,000.00).

8. Possession. The Sellers shall deliver actual possession of the Property to the Buyer at Closing.

9. Warranties and Representations.

9.1 Sellers NEIL H. LARSEN and THERESA E. LARSEN are the sole owners of FRENCHMAN'S ISLAND RESORT, LLC, and that FRENCHMAN'S ISLAND RESORT LLC is an existing Limited Liability Company in good standing in the State of Idaho.

9.2 Sellers represent that they and or FRENCHMAN'S ISLAND RESORT, LLC owns the property subject to this Agreement free and clear of all encumbrances.

9.3 Buyer warrants that RANCH PROPERTIES, LLC is an existing Limited Liability Company in good standing in the state of Idaho.

9.4 Sellers make no other warranties of the condition of the real and personal property owned by FRENCHMAN'S ISLAND RESORT, LLC.

10. Infrastructure Improvements. Sellers are obligated to complete infrastructure improvements for one parcel of real property previously sold. Seller agrees to furnish the closing agent a bid to complete the required infrastructure. The closing agent shall withhold the bid amount from Sellers' closing proceeds until the work is completed at which time closing agent is directed to release said funds upon written release signed by both Sellers and Buyers.

11. General Provisions.

11.1 Attorney Fees and Costs. The Parties agree that if a party is in default under this Agreement, then such party shall pay to the other party reasonable attorney fees and other costs and expenses incurred by the other party after default.

11.2 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

11.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

11.4 Entire Agreement. This Agreement, together with the accompanying Schedules and Exhibits, constitute the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

11.5 Execution. This Agreement may be executed in counterpart and either a facsimile transmitted executed copy of this Agreement, or an electronically transmitted executed copy of this Agreement shall constitute an original.

BUYER

By Ronald A. Patrick
Authorized Agent
Member Y.R.I.A.

SELLERS

Neil H. Larsen
NEIL H. LARSEN

Theresa E. Larsen
THERESA E. LARSEN

FRENCHMAN'S ISLAND RESORT LLC

By Neil H. Larsen, Member
Neil H. Larsen, Member

By Theresa E. Larsen
Theresa E. Larsen, Member

Neil H. Larsen
P.O. Box 11
Hansen, ID 83334

RECEIVED
NOV 03 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

October 1, 2009

Idaho Dept. of Water Resources

To Whom It May Concern:

I, Neil H. Larsen, have no further interest in any water rights associated with the Larsen, Patrick, McCall Partnership (partnership originally formed in 1990), on Frenchman's Island, in Burley, ID.

Sincerely,

A handwritten signature in cursive script that reads "Neil H. Larsen".

Neil H. Larsen

Ron Patrick
3663 E. 3500 N.
Kimberly, ID 83341

RECEIVED
NOV 16 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

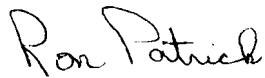
October 1, 2009

Idaho Dept. of Water Resources

To Whom It May Concern:

I, Ron Patrick, have no further interest in any water rights associated with the Larsen, Patrick, McCall Partnership (partnership originally formed in 1990), on Frenchman's Island, in Burley, ID.

Sincerely,



Ron Patrick

Jack McCall
3750 N. 2700 E.
Twin Falls, ID 83301

RECEIVED
NOV 01 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

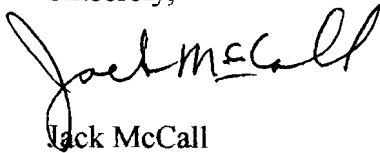
October 1, 2009

Idaho Dept. of Water Resources

To Whom It May Concern:

I, Jack McCall, have no further interest in any water rights associated with the Larsen, Patrick, McCall Partnership (partnership originally formed in 1990), on Frenchman's Island, in Burley, ID.

Sincerely,


Jack McCall

Kirk Woodland
541 Terrace Dr.
Burley, ID 83318

RECEIVED
NOV 11 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

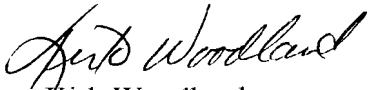
October 26, 2009

Ranch Properties, L.L.C.

To Whom It May Concern:

As the owner of Parcel 2 Tract 9 on Frenchman's Island in Cassia County, Idaho, I would like to submit my approval of the proposed water transfer of water rights 1-10443 and 45-11969 by Ranch Properties, L.L.C. I request IDWR to allow irrigation water owned by Ranch Properties, L.L.C. to cover and to be applied to the 5.03 acres of property I own on Frenchman's Island. It is my understanding that Ranch Properties, L.L.C. will retain ownership of water rights 1-10443 and 45-11969. At this time, I am not requesting a split of the ground water right or surface water right owned by Ranch Properties, L.L.C. Agreements have been made between Ranch Properties, L.L.C. and me to accommodate irrigation needs on my property.

Sincerely,


Kirk Woodland

Jeff & Julie McCray
268 Seven Springs Ave.
Twin Falls, ID 83301-2009

RECEIVED
NOV 11 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

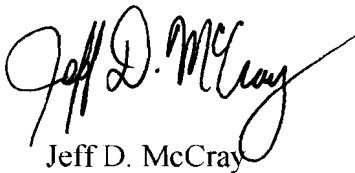
October 26, 2009

Ranch Properties, L.L.C.

To Whom It May Concern:

As the owner of Parcel 3 Tract 10 on Frenchman's Island in Cassia County, Idaho, I would like to submit my approval of the proposed water transfer of water rights 1-10443 and 45-11969 by Ranch Properties, L.L.C. I request IDWR to allow irrigation water owned by Ranch Properties, L.L.C. to cover and to be applied to the 5.04 acres of property I own on Frenchman's Island. It is my understanding that Ranch Properties, L.L.C. will retain ownership of water rights 1-10443 and 45-11969. At this time, I am not requesting a split of the ground water right or surface water right owned by Ranch Properties, L.L.C. Agreements have been made between Ranch Properties, L.L.C. and me to accommodate irrigation needs on my property.

Sincerely,



Jeff D. McCray