

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 75102APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Christie A Haugh Phone (208) 788-4703Post Office address 95 Townsend Gulch Rd Bellevue, Id. 83313

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Create PPU
2. Describe the reason for the proposed changes To create a 21.76 acre permissible place of use and to provide irrigation for area around home.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-113F¹</u>	<u>07/10/1884</u>	<u>0.16/28.4</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
<u>37-21299²</u>	<u>05/01/1905</u>	<u>0.075/</u>	<u>Irrigation</u>	<u>4/15</u> to <u>10/31</u>
				to
				to

2. Total amount of water being transferred 0.235 cubic feet per second and/or 28.4 acre-feet per annum.3. Source of water Ground Water¹ tributary to N/ASource of water Townsend Gulch Creek² tributary to Big Wood River

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		NE	SE	2	01N	18E	Blaine	New Well and Pump ¹
	NE	NW	SE	2	1N	18E	Blaine	Diversion from Creek ²
	NW	NW	SE	2	1N	18E	Blaine	Diversion from Creek ²

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
01N	18E	2													0.52	20.71	0.52	0.01	21.76

Printed 8/11/08 15:50

Total acres 21.76

* 8.1 acres will be irrigated under water right 37-113F and 3.7 acres will be irrigated under water right 37-21299 in the proposed 21.76 acre PPU after transfer approval.

RECEIVED

AUG 19 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

PART 1

6. General Information:

- a. Description of diversion system New well, pump, and piping appurtanences will serve irrigation system.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:
8.1 acres will no longer be irrigated at the current place of use.
- d. Remarks:
- ¹ - Source of 37-133F is ground water.
- ² - Source of 37-21299 is Townsend Gulch Creek, tributary to the Big Wood River.
- Because of the size of the proposed PPU, water rights 37-133F and 37-21299 should not have combined limits of any kind after this transfer application is approved. See easement (attached) granting permission for new well and piping appurtanences.
- New place of use is described as Lots 2A and 3B (or 3D) Townsend Gulch Subdivision, according to the official plat thereof, recorded June 21, 2000 as instrument no 440369, records of Blaine County, Idaho.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20 _____.

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-113F Decreed to Robert Head
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 37-113F issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice☒ Warranty Deed☐ Other _____3. Source of water Ground Water tributary to _____4. Date of priority 07/10/1884

5. Water is used for the following purpose:

Amount 0.16 for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.16 cubic feet per second and/or 28.4 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SE	NE	36	2N	18E	Blaine	Well and Pump

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	18E	36				8.1													8.1

Total acres 8.19. Describe any other water rights used for the same purpose as described above NONE.

Page _____ of _____

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

RECEIVED

AUG 19 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-21299 Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 37-21299 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice

☒ Warranty Deed

☐ Other _____

3. Source of water Townsend Gulch Crk. tributary to Big Wood River

4. Date of priority 05/01/1905

5. Water is used for the following purpose:

Amount 0.075/ for Irrigation purposes from 4/15 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.075 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NE	NW	SE	2	1N	18E	Blaine	Well and Pump
	NW	NW	SE	2	1N	18E	Blaine	Well and Pump

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1N	18E	2													1.2	2.5			3.7

Total acres 3.7

9. Describe any other water rights used for the same purpose as described above NONE.

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

_____ No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED
(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____



- Legend**
- Proposed New POD 37-113F
 - Claimed POD 37-21299
 - Approximate Proposed PPU
 - Approximate Pipe Location
 - Haugh Irrigation Pond

**HAUGH, CHRIS- TRANSFER APP.
PROPOSED 21.76 AC. PPU
T.01N R.18E SEC. 2
2006 NAIP AERIAL PHOTOGRAPH**

1" = 300'
BROCKWAY ENGINEERING, PLLC.
ZL - 8/11/08

F:\Projects\Haugh\Arcview 9\Haugh Water Rights Analysis ZL 9_14_07

PART 3**B. CHANGES IN NATURE OF USE**

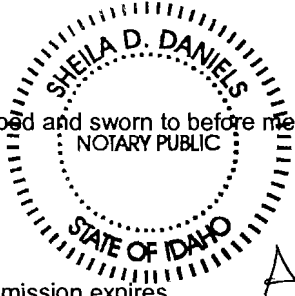
1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
NONE.			to _____ to _____
2. Quantity and quality of return flows and location of discharge:
N/A.
3. Describe the effects on other water uses resulting from the proposed change:
NONE.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

Subscribed and sworn to before me this 5th day of August, 2008.


Chris A. Haugh
(Signature of Applicant)

Sheila D. Daniels
(Notary Public)

My commission expires Aug. 16, 2013

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by js Date 8-19-08 Protest filed by _____

Prelim. check by _____ Fee \$250. 5030365

Receipted by js Date 8-19-08

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

EXHIBIT "A"

Water Right 37-113F

Owners: Robert Head
P.O. Box 203
Bellevue, ID 83313

Source: Groundwater

Beneficial Use: Irrigation

Period of use: Irrigation - 4/01 to 10/15

Diversiön Rate: Irrigation 0.16 cubic feet per second ("cfs")

Place of Use: Irrigation – Township 02N, Range 18E, Section 36 SENE, 8.1 acres

Irrigated Acres: 8.1

EXHIBIT B

**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHT**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT is made and entered into this ____ day of September, 2004, by and between Robert Head (hereinafter referred to as "Seller"), and Gus Lignos, Mark Dawson, and Dave Dawson, with an undivided interest (hereinafter collectively referred to as "Buyers").

RECITALS:

WHEREAS, the Seller owns water right 37-113F ("water right"), which is appurtenant to the Seller's real property located in County of Blaine, State of Idaho, and more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference;

WHEREAS, the Buyers desire to purchase a the water right from the Seller in accordance with the terms herein below set forth:

WHEREAS, it is the intent of the Buyers to hold the water as tenants in common with the interests of the parties to be determined in a Tenants in Common Agreement, to be incorporated herein by reference, it also being the intent of the buyers that the interests shall ultimately be 50% to Gus Lignos, and 25% each to Dave and Mark Dawson; and

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

ARTICLE I.

Sale of Water Right.

1.1. The Seller agrees to sell and convey, and the Buyers agree to buy water right 37-113F, the water right more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference.

ARTICLE II.

Purchase Price.

2.1. The purchase price shall be Eighteen Thousand Seven Hundred and 00/100 Dollars (\$18,700.00) per/inch, measured by cubic feet per second ("cfs"), for each irrigable acre, approved for transfer by the Idaho Department of Water Resources ("IDWR"). Payment shall be contingent upon approval by the IDWR of a transfer of the water right to a property of the Buyers' choosing. [For example, if IDWR approves the transfer for seven (7) acres, then the Buyers would owe a total of \$130,900.]

2.2 The Buyers shall pay Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) as an advance payment, with the remaining amount due upon approval of the transfer. If the transfer is not approved, then the advance payment shall be refunded in its entirety, within one (1) month of any denial of the transfer by IDWR.

ARTICLE III.

Warranties and Disclaimer.

3.1. The Buyers acknowledge and agree that they have been informed and understand that the Sellers makes no warranties, express or implied, to the Buyers, except as to title as contained in the title clause in the Agreement.

ARTICLE IV.

Deed.

4.1. Title shall be conveyed by a Deed once a transfer is approved by the IDWR, and such Deed shall convey to the Buyers the fee simple of the water right free from all encumbrances.

ARTICLE V.

Water Right Transfer

5.1. The Buyers shall be responsible to file and pay for all fees and costs of the transfer. As the current owner of the water right, Seller agrees to cooperate in the transfer by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision.

ARTICLE VI.

Miscellaneous Provisions.

6.1. Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Sellers and the Buyers contained in this Agreement shall survive the closing hereunder.

6.2. Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

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

6.4. Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

6.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6.6. Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

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

the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

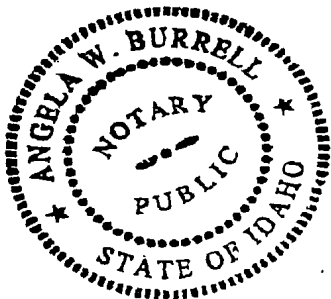
Dated: 10-8-04

Robert Head
Robert Head, Seller

STATE OF IDAHO,)
) : ss.
County of Blaine)

On this 8th day of October, 2004, before me, a Notary Public in and for said State, personally appeared Robert Head, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that he 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.



Angela W Burrell
NOTARY PUBLIC in and for
the State of Idaho
residing at Hailey, ID
Commission expires 08/1/08

EXHIBIT "A"

Water Right 37-113F

Owners: Robert Head
P.O. Box 203
Bellevue, ID 83313

Source: Groundwater

Beneficial Use: Irrigation

Period of use: Irrigation - 4/01 to 10/15

Diversion Rate: Irrigation 0.16 cubic feet per second ("cfs")

Place of Use: Irrigation -- Township 02N, Range 18E, Section 36 SENE, 8.1 acres

Irrigated Acres: 8.1

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 6

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Chris A. Haugh, hereby nominate and appoint Brockway Engineering PLLC (Charles E. Brockway) as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters pertaining to water right transfers and claims before the Idaho Department of Water Resources for the following water right transactions:

All water rights applications pertaining to all property owned by Chris A. Haugh.

in Blaine County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 5 day of Aug 2008.

Chris A. Haugh
Signature

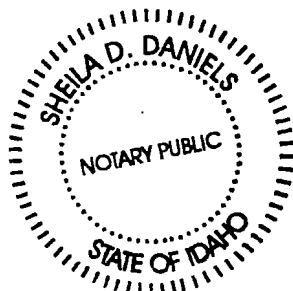
State of Idaho

County of Twin Falls)
ss.

On this 5th Day of August, 2008, before me, a Notary Public in and for said County and State, personally appeared Chris A. Haugh, known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he 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.

S
E
A
L



Sheila D. Daniels
Notary Public
In and for said State and County
Aug. 6, 2013
My Commission Expires

**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHT (Assignment of Rights)**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT and ASSIGNMENT AGREEMENT is made and entered into this 5th day of April, 2007, by and between Gus Lignos, Mark Dawson, and Dave Dawson (hereinafter collectively "Sellers" and/or "Assignor") and Chris Haugh (hereinafter "Buyer" and/or "Assignee").

RECITALS:

WHEREAS, the Sellers originally purchased water right 37-113F, more particularly described in Exhibit "A" to this Agreement ("water right"), from the original Seller, Robert Head;

WHEREAS, said purchase was made under a Purchase and Sale Agreement, attached hereto as Exhibit B;

WHEREAS, the Buyer wishes to purchase said water right from the Sellers in accordance with the terms herein below set forth; and

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

ARTICLE I.

Sale of Water Right.

1.1. The Buyer agrees to purchase the water right from the Sellers, Sellers agrees to sell and convey, and the Buyer agree to buy water right 37-113F, the water right more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference.

ARTICLE II.

Purchase Price.

2.1. The purchase price shall be Thirty Thousand and 00/100 Dollars (\$30,000.00) per/inch, measured by cubic feet per second ("cfs"), for each irrigable acre, approved for transfer by the Idaho Department of Water Resources ("IDWR"). Except as otherwise set forth herein, payment shall be contingent upon approval by the IDWR of a transfer of the water right to a property of the Buyers' choosing. [For example, if IDWR approves the transfer for seven (7) acres, then the Buyers would owe a total of \$210,000.00.]

2.2 The Buyer shall pay Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) as an advance payment, due upon execution of this Agreement.

3.1 The Buyer shall pay Fifty Thousand and 00/100 Dollars (\$50,000.00), within 120 days after execution of the Agreement.

3.2 The remaining One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) will be due within 60 days of approval by Idaho Department of Water Resources (IDWR) of approval of the transfer of the water right. The last payment may be adjusted depending on how many inches (0.02 cfs = one inch) is authorized for transfer by IDWR.

3.3 If the transfer is not approved, then sums advanced by Buyer shall be refunded within 60 days of any denial by IDWR of the transfer.

ARTICLE III.

Parties Responsibilities Under Original Purchase and Sale Agreement

3.4 The Sellers under this Agreement shall remain obligated under the original Purchase and Sale Agreement with Robert Head (Head), said Agreement is attached hereto as Exhibit B.

3.5 Buyer understands that regardless of the provisions under this Agreement, she takes subject to all the obligations created under the original Agreement with Head, as set forth in Exhibit B. Accordingly, should Sellers fail to pay Head, and should Buyer be obligated to pay Head for any reason, the Sellers shall indemnify Buyer for any and all losses, including any payment made to Head, and any attorney's fees and costs necessary to recoup those losses from the Sellers.

3.6 The obligations of Sellers to Buyer shall be joint and several.

ARTICLE IV.

Warranties and Disclaimer.

4.1. The Buyers acknowledge and agree that they have been informed and understand that the Sellers makes no warranties, express or implied, to the Buyers, except as to title as contained in the title clause in the Agreement. The Sellers also warrant that they have paid Head under the original Agreement.

ARTICLE V.

Deed.

5.1. Title shall be conveyed by a Deed once a transfer is approved by the IDWR, and such Deed shall convey to the Buyers the fee simple of the water right free from all encumbrances.

ARTICLE VI.

Water Right Transfer

6.1. The Buyers shall be responsible to file and pay for all fees and costs of the transfer. As the current owner of the water right, Seller agrees to cooperate in the transfer by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision.

ARTICLE VII.

Miscellaneous Provisions.

7.1. Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Sellers and the Buyers contained in this Agreement shall survive the closing hereunder.

7.2. Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

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

7.4. Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

7.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

7.6. Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

7.7. Entire Agreement. The Seller and Buyers acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyers agree that the terms, covenants and conditions of this Agreement shall supercede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

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

7.9 Incorporation of Recitals. The Recital are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Dated: _____

Mark Dawson, Seller

Dated: _____

Gus Lignos, Seller

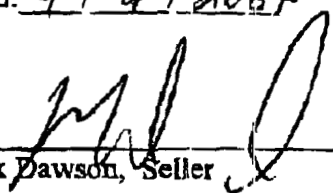
Dated: _____

Dave Dawson, Seller

Dated: April 07

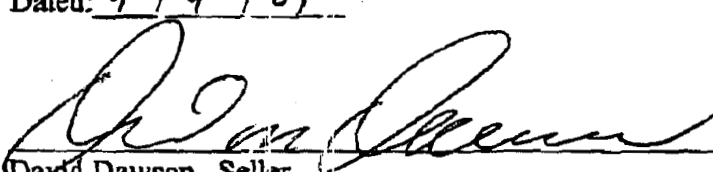
Chris Haugh
Chris Haugh, Buyer

Dated: 4 / 4 / 2007



Mark Dawson, Seller

Dated: 4 / 4 / 07



David Dawson, Seller

Dated: 4 / 4 / 07

Gus Lignos

AGREEMENT FOR PURCHASE AND SALE OD WATER RIGHT-5



PROPERTY MASTER

08/05/2008

<u>Year</u> 2008	<u>Parcel #</u> RP00557000003D	<u>Parcel Status</u> Active	<u>Property Type</u> Real	<u>Reappraisal Year</u> 2004
<u>Location Code</u>	<u>Code Area</u> 013000	<u>Parcel Type</u>	<u>Appraiser</u> MED	<u>Physical Inspection</u> 01/01/2004

Physical Location	
Address	95 TOWNSEND GULCH RD ID 80000-0000
Group Type	SUB
Group #	1750
Description	TOWNSEND RANCH
Zoning	
Township/Range/Section	1N 18E 20

Primary Owner/Contact Information	
Name	HAUGH CHRISTIE ANNE 113 TOWNSEND GULCH RD BELLEVUE ID 83313-0000
Legal	TOWNSEND RANCH SUB AM LOT 3D 22.770
Deed Reference No:	551837 09/26/2007

Additional Owners/Contacts	

Solid Waste	
Unit	Type

Photo & Map	
Photo:	
Map:	

Property Values	Status	State Cat. Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
	Active	15	21.770	670,000	Primary	Non-Occupancy	MARKET
	Active	37		2,001,500	Primary	Non-Occupancy	COST
	Totals		21.770	2,671,500 (100,938)	Total Values Less Homeowner's Exemption		
				2,570,562	Taxable Value		

AUG-05-2008 TUE 10:43 AM BLAINE CO TITLE HAILEY

FAX NO. 12087881985

P. 06

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG
Post Office Box 249
Ketchum, ID 83340
KKCL File No. 7831

Instrument # 486669

HAILEY, BLAINE, IDAHO
2003-06-16 02:29:00 No. of Pages: 3
Recorded for: JIM PHILLIPS
MARSHA RIEMANN Fee: 9.00
Ex-Officio Recorder Deputy
WITNESS WITNESS

(Space above line for Recorder's Use)

WARRANTY DEED

GRANTORS Eugene Holman, Jr. and Carol D. Holman, husband and wife, do hereby grant and convey, in fee simple, to Chris Haugh, a single woman, whose present address is 95 Townsend Gulch Road, Bellevue, Idaho, 83313, as Grantee, her successors and assigns, that certain real property in Blaine County, Idaho, described on Exhibit A, attached hereto and by this reference made a part hereof.

Subject to taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

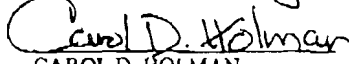
Together with all and singular the tenements, hereditaments, and appurtenances, except water rights, thereunto belonging.

Grantors reserve any and all water rights appurtenant to said property.

Grantors warrant to the Grantee, and her successors in title, that Grantors have not created nor permitted to be created any lien, charge or encumbrance against said real estate which is not shown herein, and Grantors covenant that they will defend said premises to the extent of the warranties made herein against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantors have hereunto caused this deed to be executed this 4 day of November, 2002.

GRANTORS:


EUGENE HOLMAN, JR.

CAROL D. HOLMAN

WARRANTY DEED

PAGE 1 OF 2

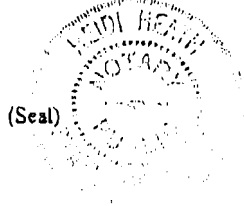
95 TOWNSEND Gulch

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Blaine)

On this four day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Holman, Jr., known to me to be the person whose name is subscribed to the within instrument as Grantor and acknowledged to me that he executed the same.

WITNESS my hand and seal the day and year in this certificate first above written.

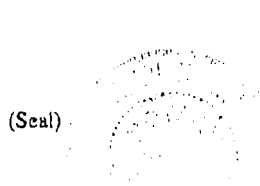


Notary Public for Idaho
Residing at Helena
Comm. Exp. 4-4-05

STATE OF IDAHO)
) ss
County of Blaine)

On this 14th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Carol D. Holman, known to me to be the person whose name is subscribed to the within instrument as Grantor and acknowledged to me that she executed the same.

WITNESS my hand and seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at _____
Comm Exp. 4-5-05

F:\Wp\dubbi\Real\wk,misch\holman wd.wpd

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

**PROPERTY DESCRIPTION OF
A PORTION OF LOT 2A, LOT LINE SHIFT OF LOTS 2 AND 3,
TOWNSEND RANCH SUBDIVISION
HOLMAN TO HAUGH**

A parcel of land lying within a portion of the N 1/2 of the S 1/2 of Section 2, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho; being more particularly described as follows:

Commencing at a Brass Cap marking the Center South 1/16 Corner of said Section 2, proceed N 75°47'51" E, 680.48 feet to a point on the existing line between said Lots 2A and 3A, which point is the **TRUE POINT OF BEGINNING**;

Thence N 89°15'06" W, 120.81 feet to a point;

Thence N 03°10'31" E, 280.78 feet to a point;

Thence N 12°04'27" W, 360.93 feet to a point near the southerly top of a creek bank;

Thence N 67°32'36" E, 143.52 feet along the southerly top of a creek bank;

Thence N 79°56'46" E, 59.77 feet along the southerly top of a creek bank to a point on the existing line between said Lots 2A and 3A;

Thence S 00°52'47" W, 700.21 feet along the existing line between Lots 2A and 3A, to the **TRUE POINT OF BEGINNING**; containing 92,480 square feet, (2.12 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid in US Survey Feet.

BS:bs

11/8/2002

405_Townsend_Sale Parcel_Nov0801.doc

P.O. Box 2037, 280 Rivers Street East, Lower Level, Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: alpine7@mindspring.com

EXHIBIT "A"

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and entered into this 16th day of July, 2002, hereto by and between ROBERT L. CHRISTENSEN, a single man, of P.O. Box 1659, Destin, FL, 32540 (herein referred to as "Grantor"), and CHRISTIE ANNE HAUGH, a single woman, of 95 Townsend Gulch, Bellevue, Idaho, 83313 (herein referred to as "Grantee").

RECITALS

A. Grantor is the owner of Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho (herein also referred to as "Lot 4A").

B. Grantee is the owner of Lot 3B of TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, according to the official plat thereof, recorded June 21, 2000 as Instrument No. 440369, records of Blaine County, Idaho (herein also referred to as "Lot B").

C. Grantee sold Lot 4A to the Grantor with part of the consideration from Grantor to Grantee therefore being the Grantor granting to the Grantee an easement for the Grantee to construct and maintain the existing well, water system and related improvements over, under and across Lot 4A for the use and benefit of Lot 3B.

TERMS AND CONDITIONS

NOW, THEREFORE, the Grantor and Grantee hereby mutually covenant and agree as follows:

1. GRANT OF WELL EASEMENT. Grantor hereby grants, bargains and conveys to Grantee a permanent and perpetual easement over, under and across that portion of Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, more particularly described in attached Exhibit A (Area for Well) to operate, maintain, and replace an irrigation well, pipes, pump, electrical supply thereto and related improvements for the use and benefit of Lot 3B.

2. GRANT OF WATER LINE EASEMENT. Grantor hereby grants, bargains and conveys to Grantee a permanent and perpetual easement ten (10) feet in width over, under and across that portion of Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, the centerline of which is more particularly described in attached Exhibit B (water line) to operate, maintain, repair and replace the existing irrigation water line, pipes, pump, electrical supply thereto and related improvements for the use and benefit of Lot 3B. In the event that said water line, as presently constructed, does not lay within the legal description set forth on Exhibit A, then the actual location shall control over said legal description.

3. CONSTRUCTION EASEMENT. Grantor hereby grants, bargains and conveys to Grantee a construction access easement over, under and across Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, for the repair, maintenance and replacement of the well, water line, and related improvements as set forth in Paragraphs 2 and 3 above. Upon conclusion of any which work, the Grantee shall restore the easement to the condition as it existed prior to any use thereof by the Grantee.

4. POWER LINE EASEMENT. Grantor hereby grants, bargains and conveys to Grantee a power line easement over, under and across Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, to operate, maintain, repair, and replace an electrical power line and related improvements to the well, water line, and related improvements set forth in Paragraphs 1 and 2 above. Upon conclusion of any which work, the Grantee shall restore the easement to the condition as it existed prior to any use thereof by the Grantee.

5. USE AND PURPOSES OF EASEMENT. Grantee shall have the right to use each of said easements solely for the purposes and subject to the conditions and limitations set forth herein.

6. INDEMNIFICATION. Grantee hereby agrees to fully indemnify and hold Grantor harmless from any and all injuries, claims and expenses, whether known or unknown, including but not limited to personal injury or damage to property arising out of or relating to the exercise by Grantee, or Grantee's agents, employees, guests, licensees or invitees, of any of the rights granted herein.

7. NOTICES. Any and all notices or other communications required or permitted by this Grant of Easement (herein after referred to as "this Agreement") or by law to be served on or given by one party to the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States Mail, first-class return receipt postage prepaid, addressed to Grantor or Grantee, as the case may be, at their address set forth in the introductory paragraph of this Agreement.

8. COVENANTS RUNNING WITH THE LAND. The Easements granted hereby shall be covenants running with the land for the use and benefit of Lot 3B and which shall inure to and be binding upon Lot 4A, and Lot 3B, and each of the parties hereto and their respective heirs, successors and assigns.

9. GENERAL PROVISIONS.

A. Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or party thereof, shall remain

fully in force and effect.

B. Attorney Fees. In the event of any suit or proceeding by either party herein against the other party in any way arising out of this Agreement or to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party the costs and reasonable attorney's fees incurred by the prevailing party in such action.

C. Governing Law. This Agreement shall be governed in accordance with the laws of the state of Idaho without reference to its provisions regarding conflicts of law.

D. Captions to Paragraphs. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors, and assigns of the parties hereto.

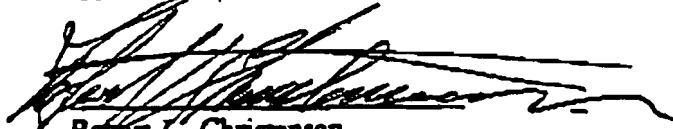
F. Number and Gender. The terms Grantor and Grantee are used herein without regard to the number or gender of the persons constituting such parties. Whenever a singular term is used herein, such term shall be construed to include the plural. Whenever any gender or neuter term is used herein, it shall include the other gender and neuter.

G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements that may exist between the parties respecting the matters contained in this Agreement. This Agreement shall not be amended or modified except in writing executed by the parties hereto.

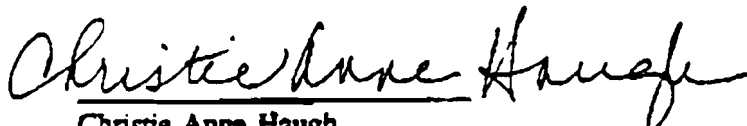
H. Recitals and Attached Exhibits Incorporated. Exhibits A and B are each attached hereto and incorporated herein by reference. The Recitals above are incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Grant of Easement effective the date set forth above.

GRANTOR,


Robert L. Christensen

GRANTEE,

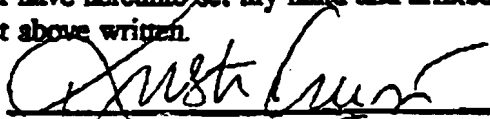

Christie Anne Haugh

STATE OF IDAHO)
) ss.
County of Blaine)

On this 10th day of July, 20012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Christensen, a single man, known or identified to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed 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.



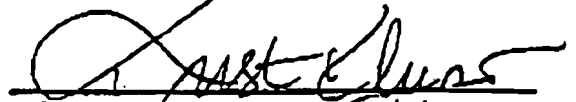

NOTARY PUBLIC FOR Idaho
Residing at: Peterson
Commission expires: 12-14-2007

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christie Anne Haugh, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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.




NOTARY PUBLIC FOR Idaho
Residing at: Peterson
Commission expires: 12-14-2007

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 • 100 Bell Drive

Ketchum, Idaho 83340

208/726-9512 • Fax 208/726-9514 • www.bma5h.com

LEGAL DESCRIPTION

"WATER WELL"

TOWNSEND RANCH SUBDIVISION : LOT 4-A
BLAINE COUNTY, IDAHO

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN
SECTION 2, Blaine County, Idaho

Location of an existing water well within:

TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded as Instrument No. 416981, records of Blaine County, Idaho, said location being more particularly described by metes and bounds as follows:

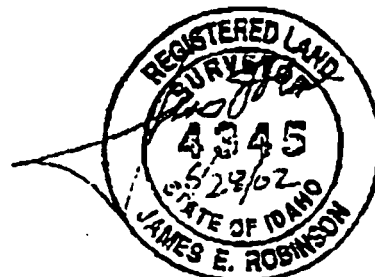
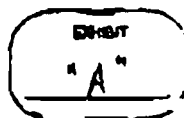
Commencing at the northeast corner of said Lot 4-A, thence $S81^{\circ}22'05''W$, 146.41 feet to the center of said water well.

TOGETHER WITH a 100-foot radius No-Building Zone and Non-Contamination Zone, being more particularly described by metes and bounds as follows:

Commencing at the center of said water well, thence $N77^{\circ}12'03''E$, 100.00 feet to a point on the northerly boundary of said LOT 4-A, said point being the True Point of Beginning.

Thence 359.59 feet along a curve to the right, said curve having a central angle of $206^{\circ}01'55''$, a radius of 100.00 feet and a chord length of 194.86 feet that bears $N89^{\circ}46'59''W$ to a point on said northerly boundary LOT 4-A, said point being the True Point of Ending.

Jer/2000/00347well



Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 - 100 Ball Drive

Ketchum, Idaho 83340

208/726-9512 • Fax 208/726-9514 • www.bmaah.com

LEGAL DESCRIPTION

"WATER LINE"

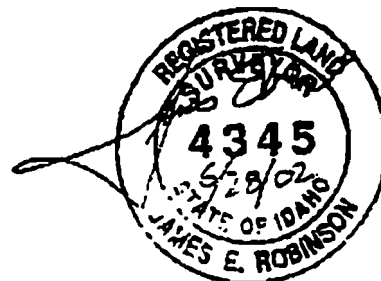
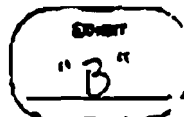
TOWNSEND RANCH SUBDIVISION : LOT 4-A
BLAINE COUNTY, IDAHOTOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN
SECTION 2, Blaine County, Idaho

Approximate location of an existing underground water line within:
TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official
plat thereof, recorded as Instrument No. 416981, records of
Blaine County, Idaho, said approximate location being more
particularly described by metes and bounds as follows:

Commencing at the northeast corner of said Lot 4-A, thence
S81°22'05"W, 146.41 feet to the center of a water well, said water
well being the True Point of Beginning of said water line.

Thence S43°40'12"W, 213.37 feet;
thence S44°12'52"W, 27.90 feet;
thence S37°32'32"W, 101.78 feet;
thence S39°12'13"W, 131.32 feet;
thence S73°02'19"W, 118.35 feet;
thence S85°45'56"W, 66.54 feet;
thence S87°16'52"W, 86.35 feet;
thence S64°13'08"W, 75.11 feet;
thence S39°15'54"W, 39.81 feet;
thence S78°44'50"W, 60.51 feet;
thence N89°41'42"W, 64.83 feet;
thence N66°20'31"W, 61.58 feet to a point on the westerly
boundary of said LOT 4-A, said point lying S00°32'12"W, 476.38
feet from the northwest corner of said LOT 4-A and said point
being the True Point of Ending.

Jer/2000/00347waterline



RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this 10th day of July, 2002, by Christie Anne Haugh, a single women, of 95 Townsend Gulch, Bellevue, Idaho, 83313 (herein after referred to as "Declarant"), and Robert L. Christensen, a single man, of P.O. Box 1659, Destin, FL, 32540, (herein after referred to as "Christensen").

RECITALS

WHEREAS, Haugh is presently the owner of Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho (herein also referred to as "Lot 4A"), which she is selling to Christensen.

WHEREAS, Haugh is the owner of Lot 3B TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: LOT 2A, according to the official plat thereof, recorded June 21, 2000 as Instrument No. 440369 in the records of Blaine County, Idaho (herein also referred to as "Lot 3B"), which lot is adjacent to Lot 4A.

WHEREAS, the terms of this Restrictive Covenant are part of Christensen's obligations under his agreement to purchase of Lot 4A from Haugh and part of the consideration received by Haugh for her sale of Lot 4A to Christensen to protect the present and future views, aesthetics and value of Lot 3B.

NOW, THEREFORE, the Declarant and Christensen hereby declare, covenant and agree that Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho, is and shall be held, conveyed, encumbered, and used subject to the following restrictive covenants.

1. RESTRICTIVE COVENANTS.

A. Christensen and all subsequent owners of Lot 4A shall obtain the prior written consent of Haugh or the subsequent owners of Lot 3B as to the location on Lot 4A of any proposed residence, barn or other structure to be constructed on Lot 4A.

B. Christensen, at his sole cost, shall construct a separate driveway and entrance to Lot 4A within one (1) year from the date hereof. This separate driveway entrance shall be constructed at the location described in attached Exhibit A, and Haugh shall grant to Christensen a twenty (20) foot private driveway easement along the portion of the boundary of Lot 3B as described in said Exhibit A. Upon the granting of said separate driveway easement by Haugh for this separate entrance to Lot 4A, the access easement across Lot 3B as shown on the TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, and referred to on the plat index as "C" and in Note 6 of Notes: Townsend Ranch Sub., Lot 3B, all according to the official plat thereof, recorded June 21, 2000, as Instrument No. 440369, in the records of Blaine County, Idaho, shall be abandoned and deemed vacated by Christensen, and Christensen shall not use or have the right to use said easement.

C. If Christensen exercises his option to purchase Lot 3B set forth in paragraph 1 of the Agreement of even date herewith between Christensen and Haugh, then Haugh shall record a release of Lot 4A from 1(A) and 1(B), above, with the Office of the Blaine County Recorder, Hailey.

2. COVENANTS RUNNING WITH THE LAND. This Restrictive Covenant, and each of the terms, conditions, restrictions and obligations set forth herein, shall run with Lot 4A for the benefit of Lot 3B and its owners, as covenants running with the land, and shall be binding upon all persons or legal entities having or acquiring any interest in Lot 4A, or any part thereof, and shall inure to the benefit of and be binding upon the Declarant, her heirs successors and assigns, and upon Christensen, his heirs, successor and assigns.

3. GENERAL PROVISIONS.

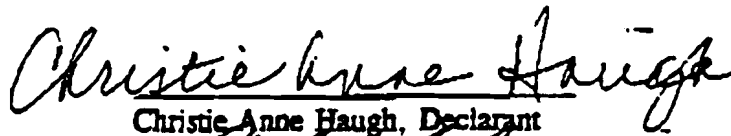
A. Severability. In the event any provision of this Restrictive Covenant, or any part thereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect.

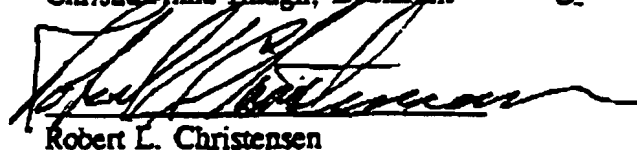
B. Attorney Fees. In the event of any suit or proceeding by to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party the costs and reasonable attorney's fees, including such fees on appeal, incurred by the prevailing party in such action.

C. Captions to Paragraphs. The captions to the paragraphs of this Restrictive Covenant are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

D. Recitals. The Recitals above are hereby incorporated herein by reference.

IN WITNESS WHEREOF, this Restrictive Covenant has been executed the date set forth above.

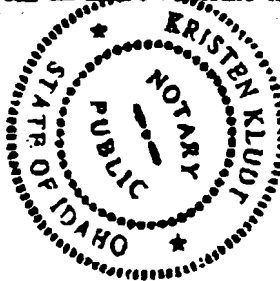

Christie Anne Haugh, Declarant


Robert L. Christensen

STATE OF IDAHO)
) ss.
County of Blaine)

On this 10th day of July, 20012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Christensen, a single man, known or identified to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed 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.



Kristen Kludt
NOTARY PUBLIC FOR Idaho
Residing at: Celidum
Commission expires: 12-14-2007

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christie Anne Haugh, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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.



Kristen Kludt
NOTARY PUBLIC FOR Idaho
Residing at: Celidum
Commission expires: 12-14-2007

TOWNSEND RANCH SUBD.
LOT 3B

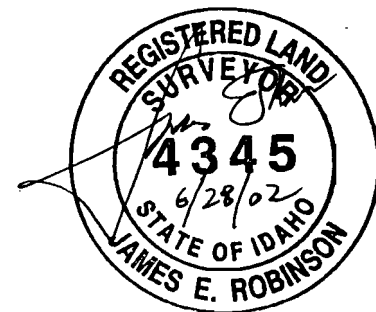
TOWNSEND RANCH SUBD.
LOT 4A

TAX LOT 7522

WATER
VAGON
TRAIL
LINE



Scale: 1" = 300'



PREPARED BY: BENCHMARK ASSOCIATES P.A.
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**TOWNSEND RANCH
LOT 4A
EASEMENTS**