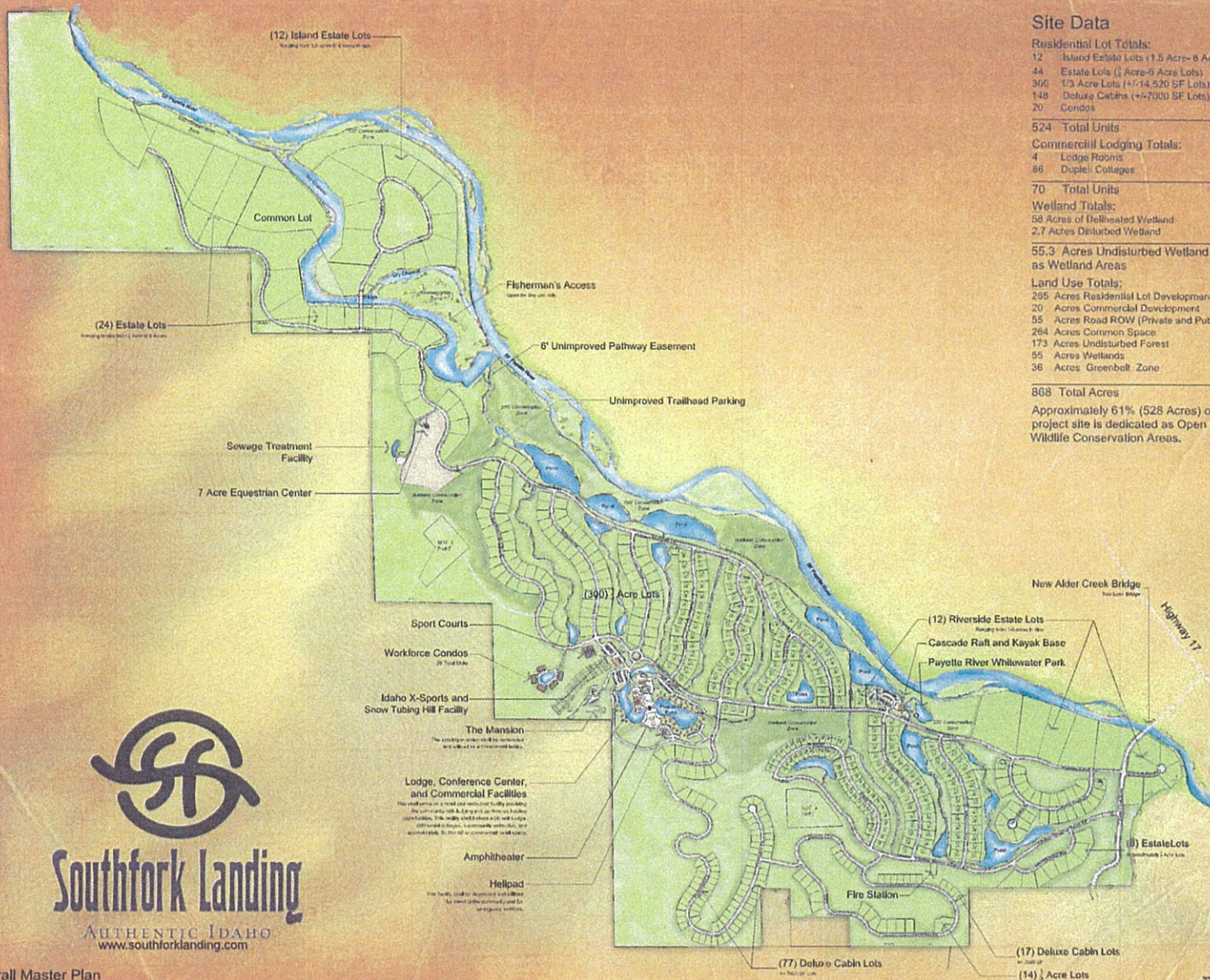




Site Data

Residential Lot Totals:

12	Island Estate Lots (1.5 Acre - 8 Acre Lots)
44	Estate Lots (1 Acre - 6 Acre Lots)
300	1/3 Acre Lots (+/- 14,520 SF Lots)
148	Deluxe Cabins (+/- 7000 SF Lots)
20	Condos

524 Total Units

Commercial Lodging Totals:

4	Lodge Rooms
66	Duplex Cottages

70 Total Units

Wetland Totals:

58	Acres of Disturbed Wetland
2.7	Acres Disturbed Wetland

55.3 Acres Undisturbed Wetland to remain as Wetland Areas

Land Use Totals:

265	Acres Residential Lot Development	30.5%
20	Acres Commercial Development	2.5%
55	Acres Road ROW (Private and Public)	6%
264	Acres Common Space	30%
173	Acres Undisturbed Forest	20%
55	Acres Wetlands	6%
36	Acres Greenbelt Zone	5%

868 Total Acres 100%

Approximately 61% (528 Acres) of the total project site is dedicated as Open Space or Wildlife Conservation Areas.



Overall Master Plan
April 4, 2008



Plat Showing
LANDING SUBDIVISION
 Situated in Sections 27, 28, 34 and 35,
 Township 9 North, Range 4 East, B.M.
 Boise County, Idaho
 2007

Sheet Index
SHEET 1 - OVERALL PLAT MAP
SHEETS 2-12 - SUBDIVISION PLAT MAPS
SHEET 13 - CURVE TABLE
SHEET 14 - CURVE AND LINE TABLES
SHEETS 15-16 - OWNERS CERTIFICATE
SHEET 17- ACKNOWLEDGMENT AND NOTES
SHEET 18- SIGNATURE PAGE

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- FOUND 1/2" STEEL PIN
- SET 5/8" X 30" STEEL PIN W/MP
MARKED "ALS PLS 12458"
- SET 1/2" X 24" STEEL PIN W/MP
MARKED "ALS PLS 12458"
- △ CALCULATED POINT, NOTHING FOUND OR SET

14 LOT NUMBER
CK 2 BLOCK NUMBER

WAPC WITH MAROON PLASTIC CAP

———— SUBDIVISION BOUNDARY LINE

— — — — — INTERIOR LOT LINE

----- EASEMENT LINE

PRIVATE ROAD E

PUBLIC ROAD RIGHT-OF-WAY

— — — — — ROAD CENTERLINE

— — — SECTION LINE



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06018 G:\2006\06270Cad\06270_plat.dwg SHEET 1 of 18

APPLICANT'S
Exhibit 2

Basis of Bearings

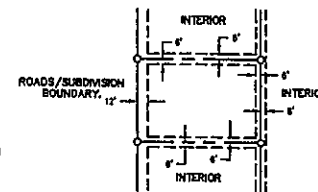
THE WESTERLY LINE OF THE NORTHWEST 1/4
OF THE NORTHWEST 1/4 OF SECTION 27
HAVING A BEARING OF SOUTH 01°12'21" EAST.

Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

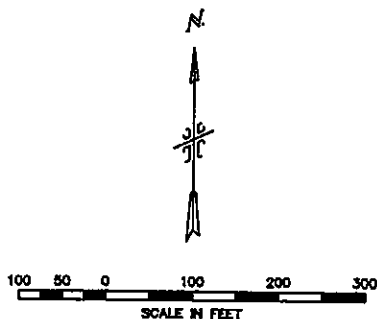
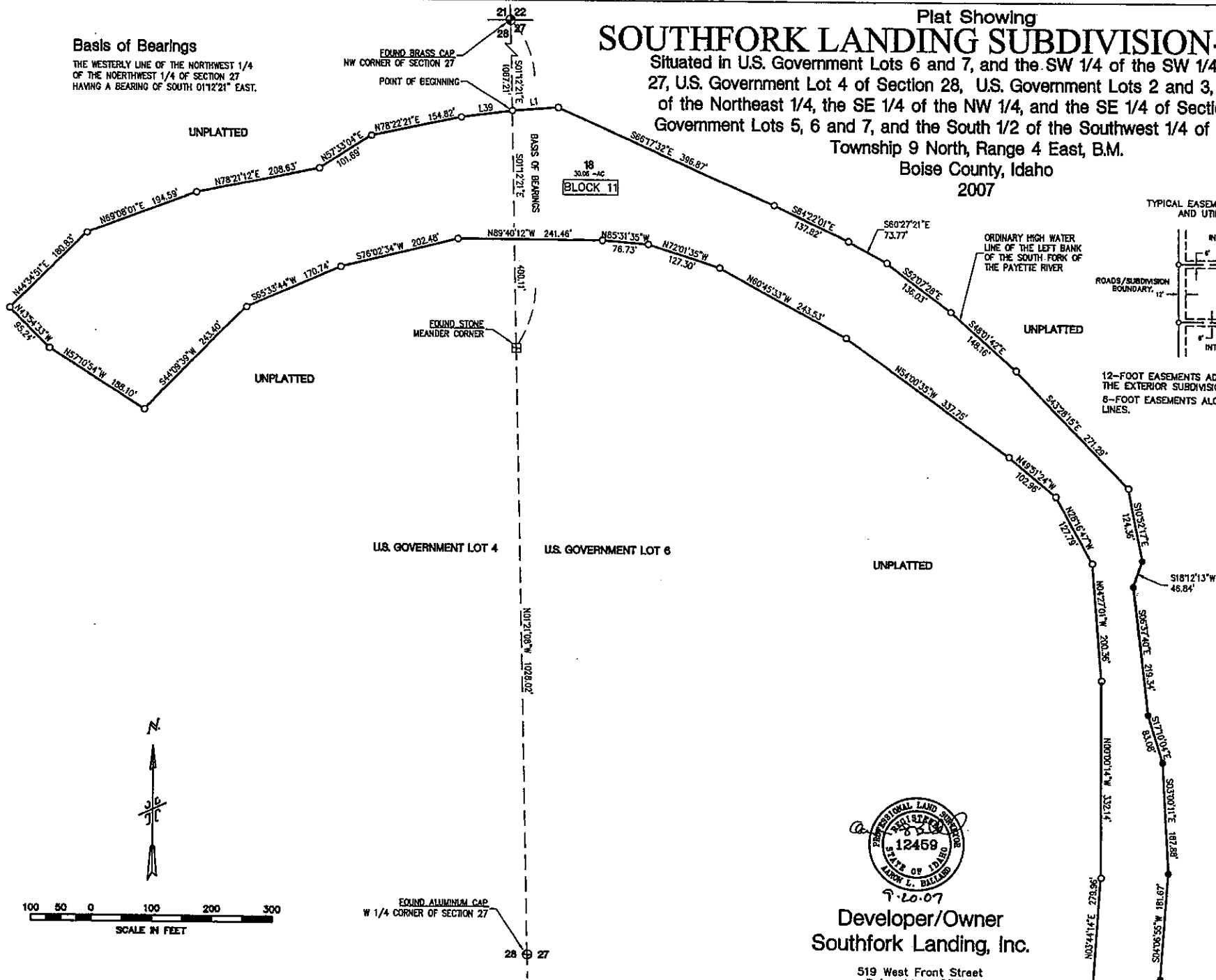
Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35 Township 9 North, Range 4 East, B.M. Boise County, Idaho 2007

18
30.06 -AC
BLOCK 11

TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
THE EXTERIOR SUBDIVISION BOUNDARY.
8-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
LINES.



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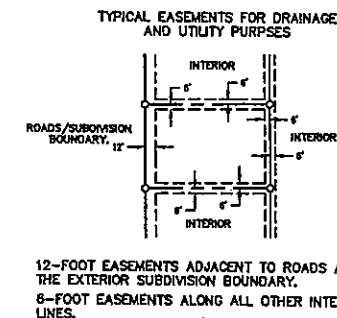
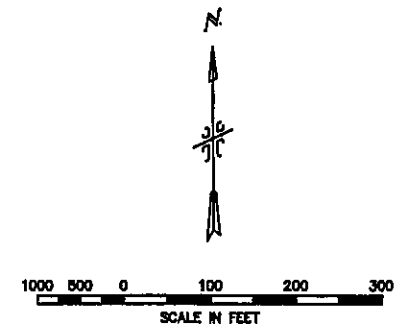
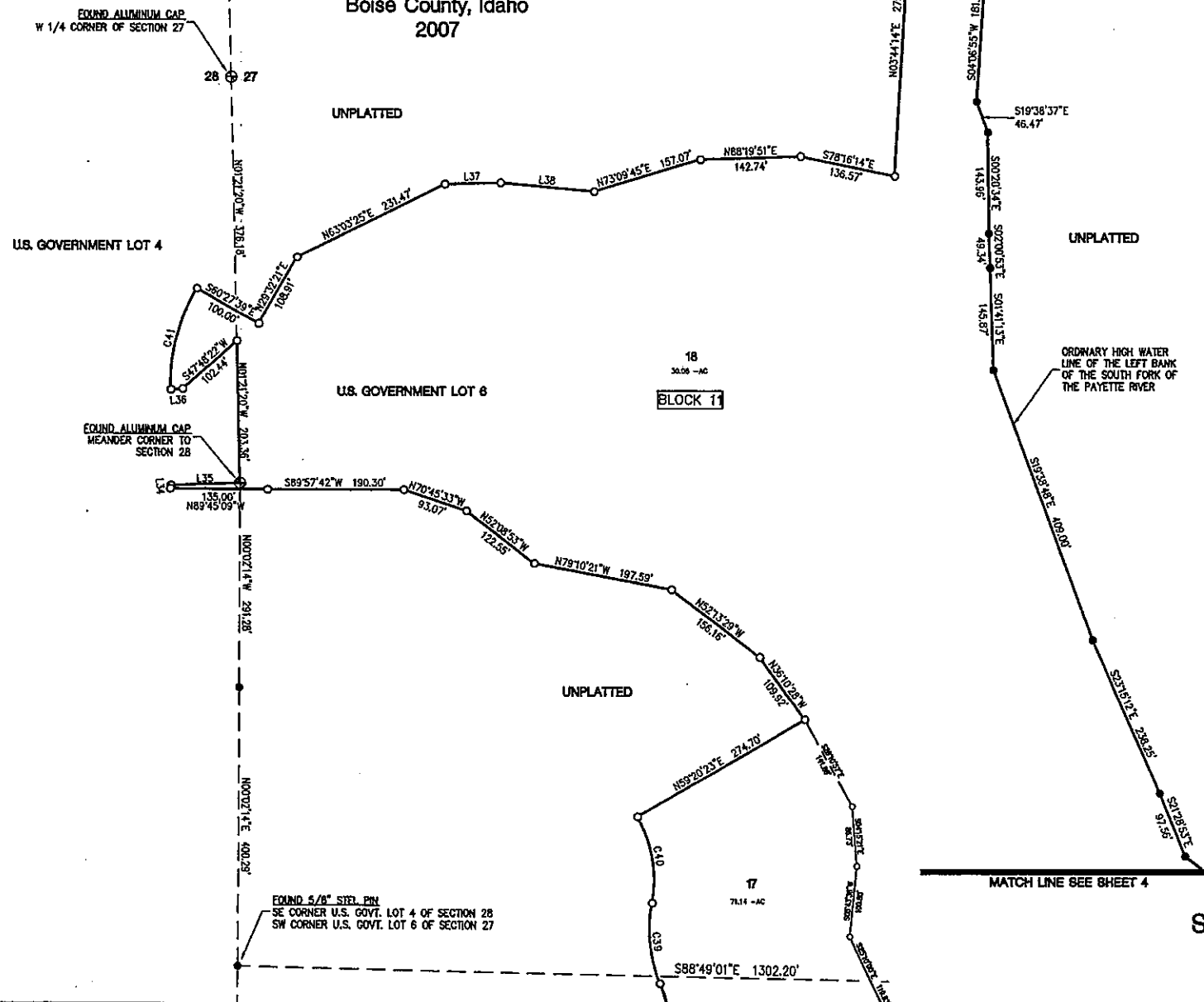
MATCH LINE SEE SHEET 3
06018 G:\2006\06270\06270_plat.dwg SHEET 2 OF 18

Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35 Township 9 North, Range 4 East, B.M.

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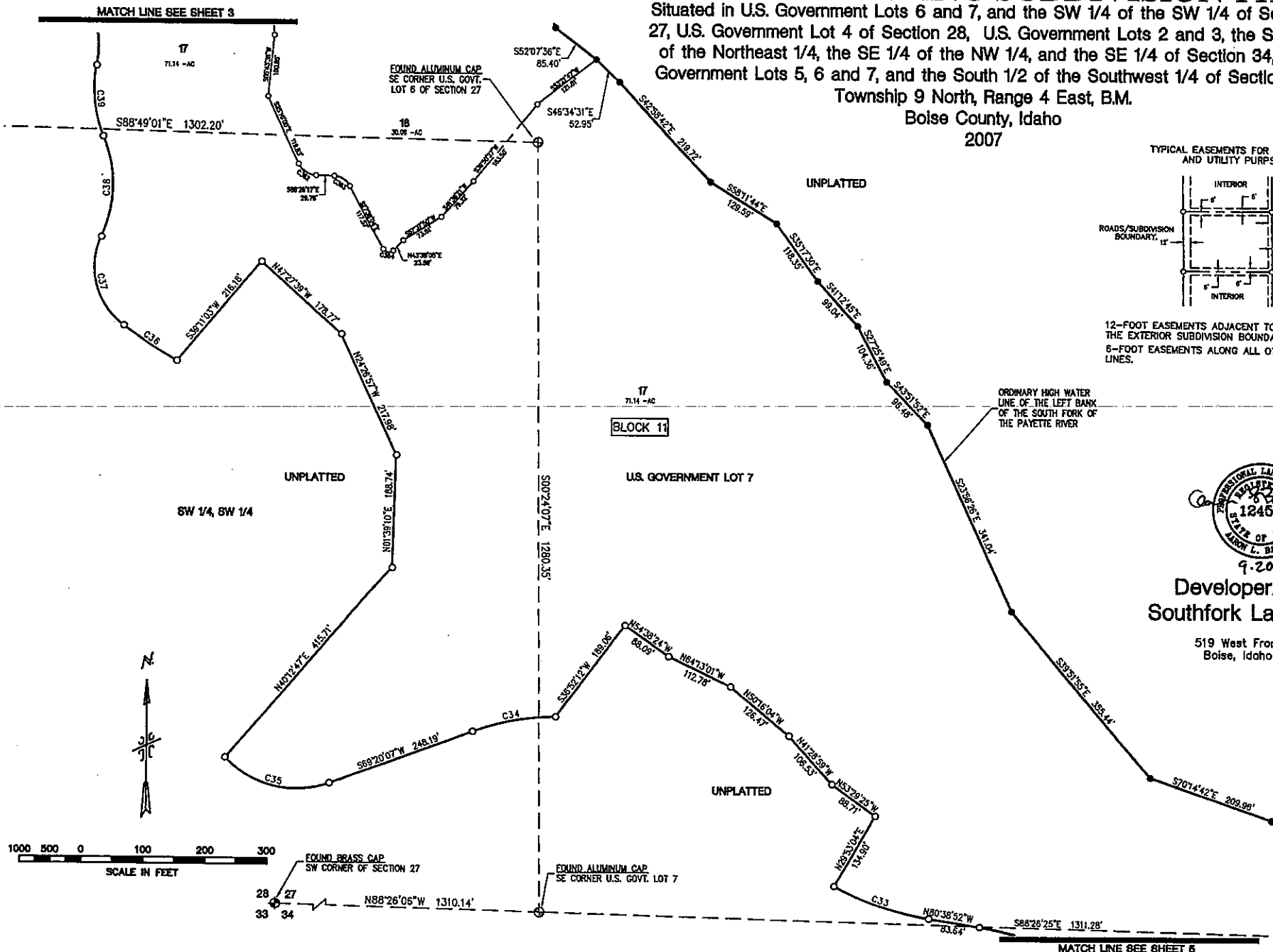
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Soil Conservation
Agricultural Engineering
Drainage Engineering
Land Surveying

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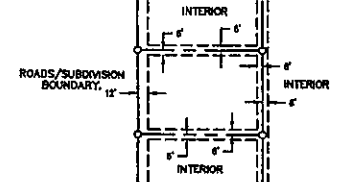
Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35 Township 9 North, Range 4 East, B.M.

Boise County, Idaho
2007



TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES



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6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
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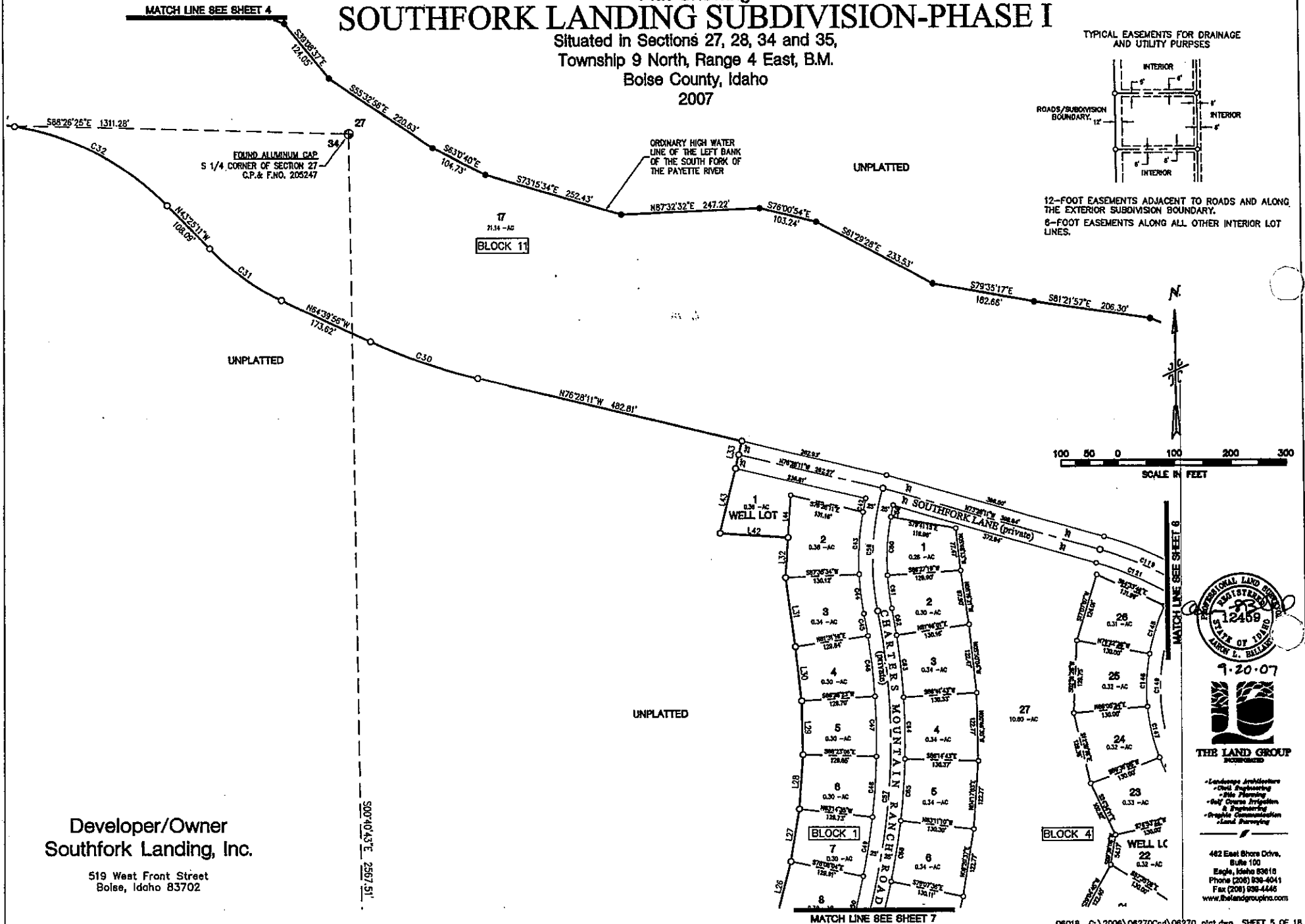
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MATCH LINE SEE SHEET 5

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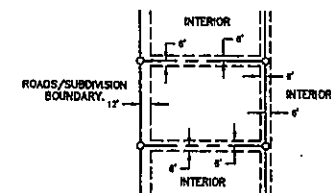
SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in Sections 27, 28, 34 and 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2007



A horizontal scale bar with markings at 100, 50, 0, 100, 200, and 300 feet. The bar is divided into alternating black and white segments. Below the bar, the text "SCALE IN FEET" is printed.

TYPICAL EASEMENTS FOR DRAINAGE AND UTILITY PURPOSES



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
THE EXTERIOR SUBDIVISION BOUNDARY.
6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
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9.20.07

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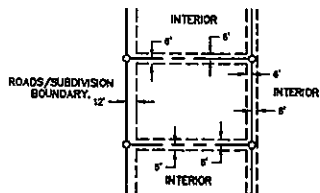
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06018 G:\2006\06270Cad\06270_plat.dwg SHEET 6 OF 18

Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

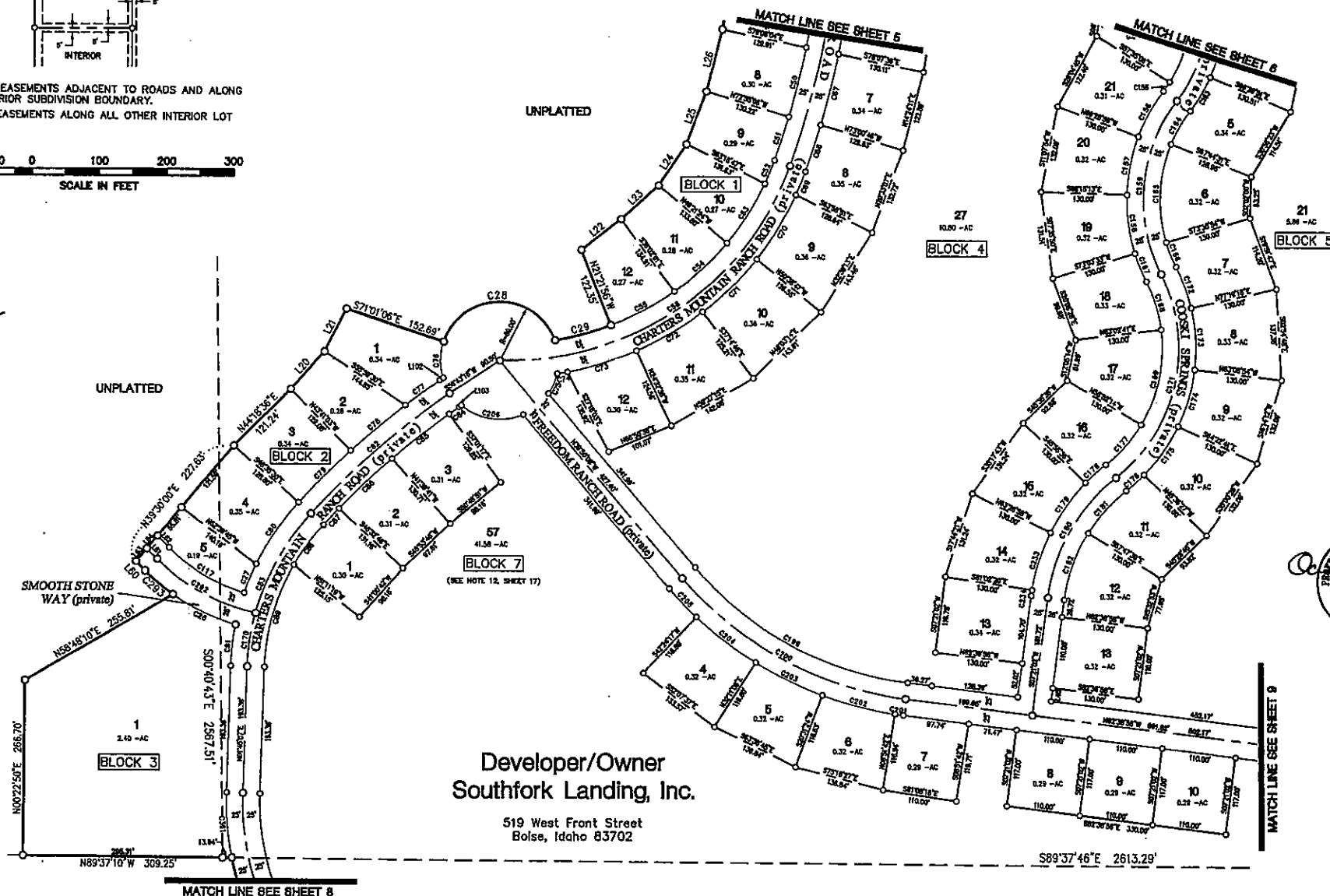
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TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
THE EXTERIOR SUBDIVISION BOUNDARY.
6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
LINES.

100 50 0 100 200 300
SCALE IN FEET



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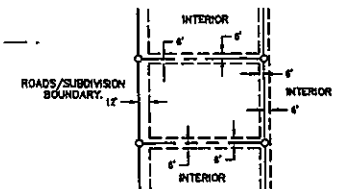


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 AND UTILITY PURPOSES



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
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 6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
 LINES.



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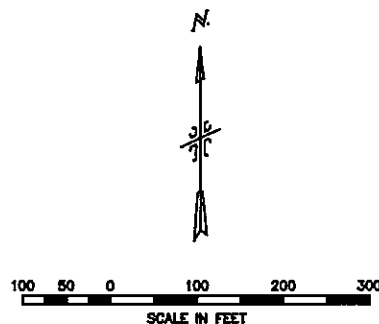
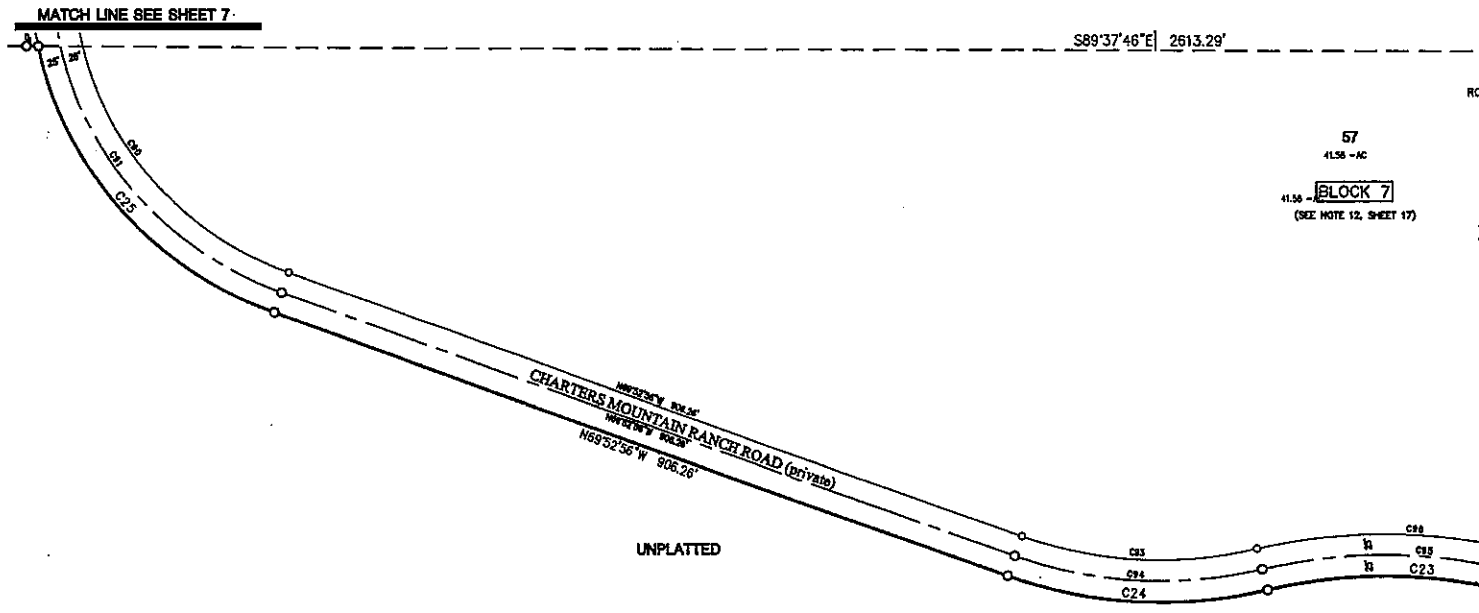
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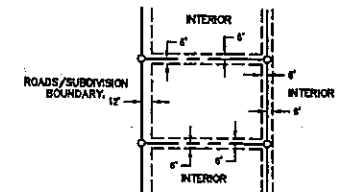
Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

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2007

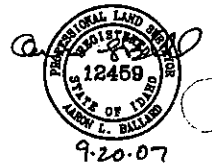


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SCALE IN FEET

TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES



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5-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
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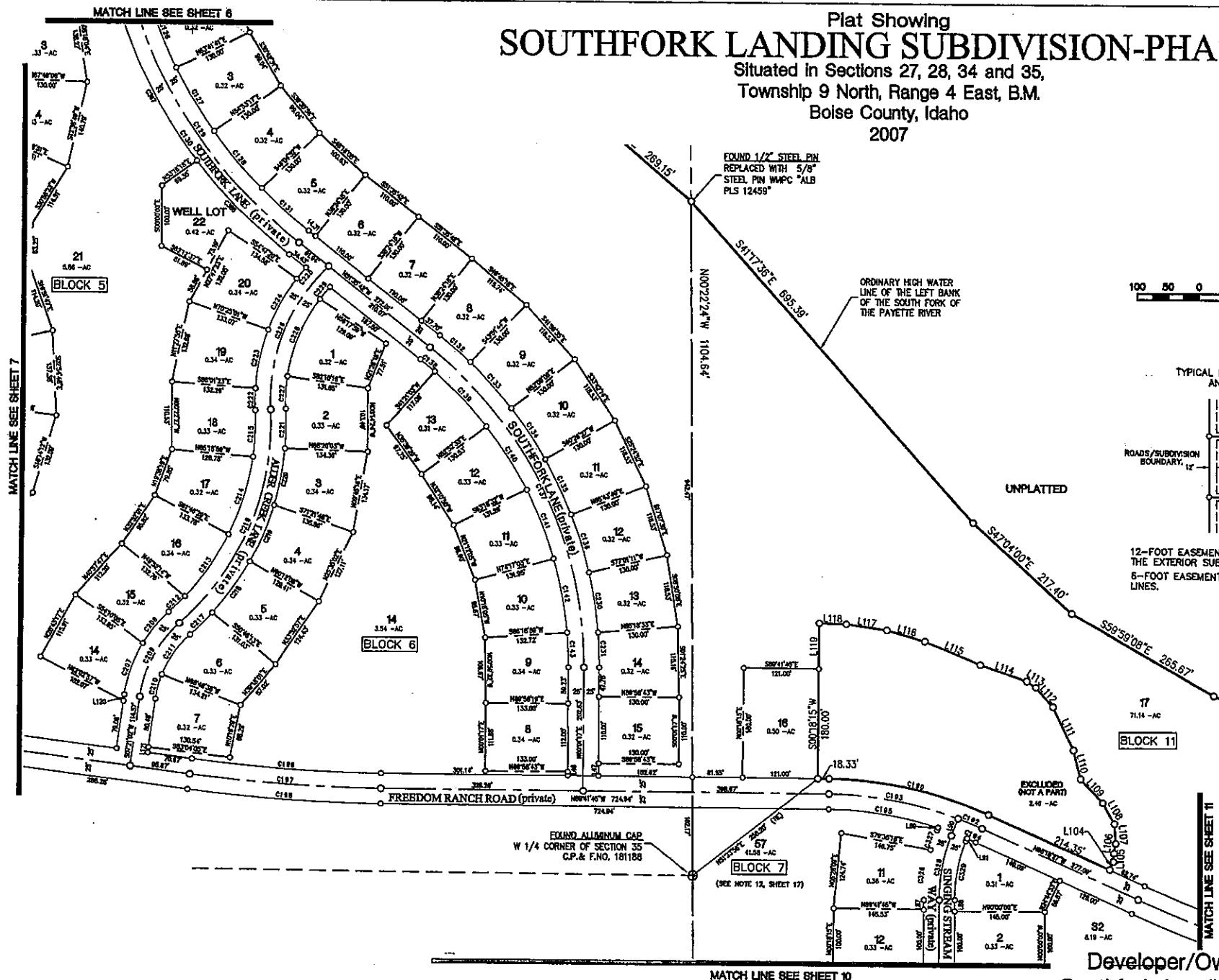
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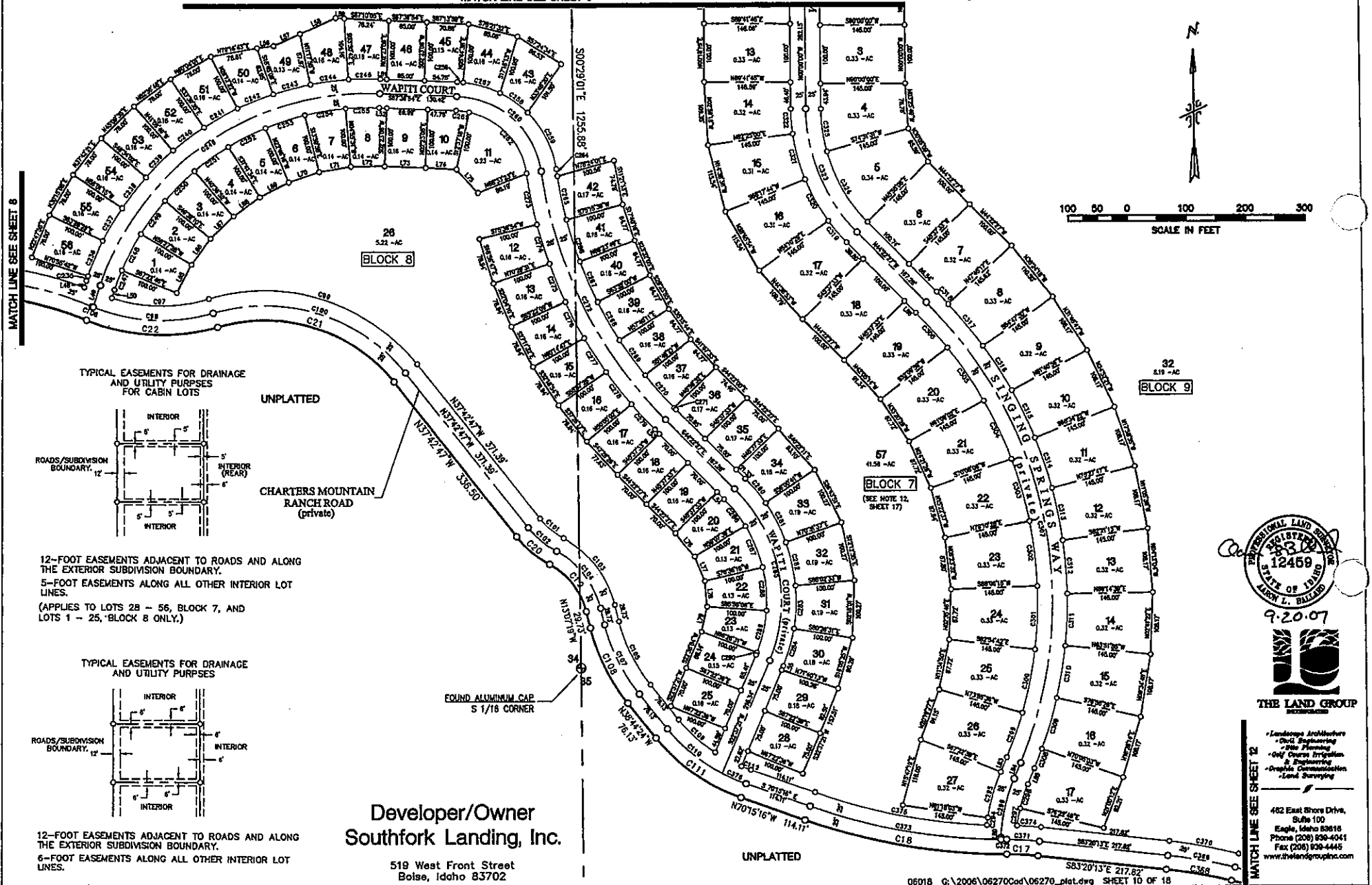
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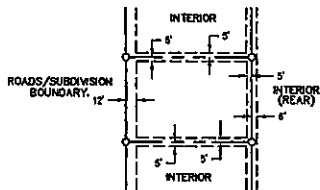
Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

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MATCH LINE SEE SHEET 8

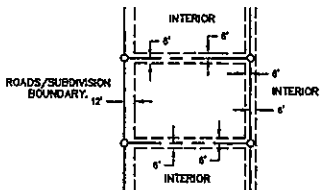


TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES
FOR CABIN LOTS



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
THE EXTERIOR SUBDIVISION BOUNDARY.
5-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
LINES.
(APPLIES TO LOTS 28 - 56, BLOCK 7, AND
LOTS 1 - 25, BLOCK 8 ONLY.)

TYPICAL EASEMENTS FOR DRAINAGE
AND UTILITY PURPOSES



12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG
THE EXTERIOR SUBDIVISION BOUNDARY.
6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT
LINES.

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UNPLATTED

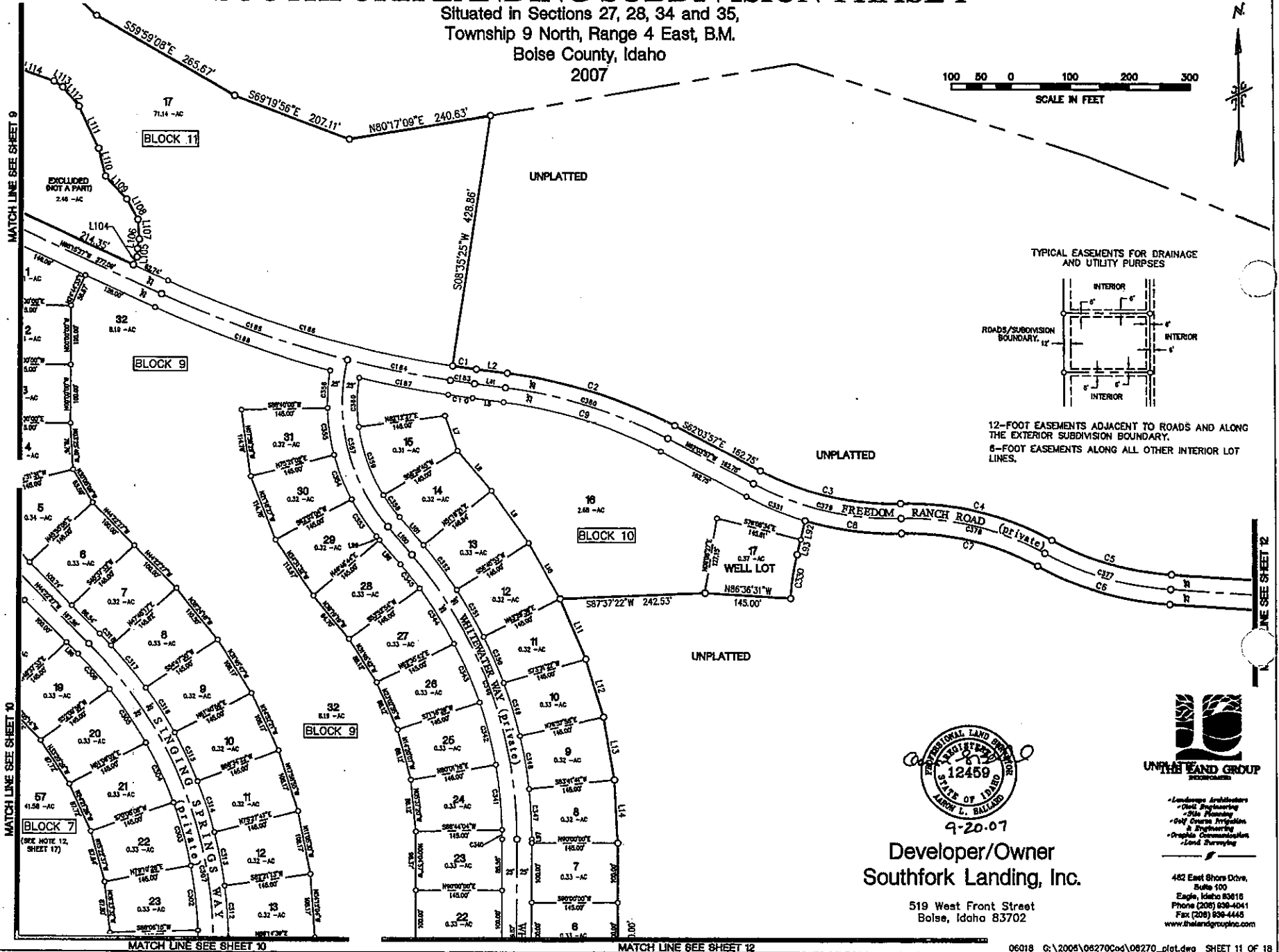
06018 G:\2006\06270Cod\06270_plat.dwg SHEET 10 OF 18

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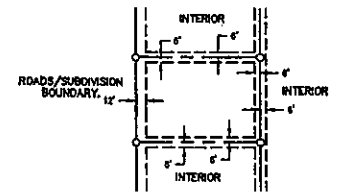
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SCALE IN FEET



TYPICAL EASEMENTS FOR DRAINAGE
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Plat Showing
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MATCH LINE SEE SHEET 11

C11 C12 C13 C14 C15 C16

UNPLATTED

FREEDOM RANCH ROAD (Private)

WELL LOT

BLOCK 10

BLOCK 12

UTILITY LOT

Alder Creek Road (public)

CHARTERS MOUNTAIN RANCH ROAD (private)

TYPICAL EASEMENTS FOR DRAINAGE AND UTILITY PURPOSES

12-FOOT EASEMENTS ADJACENT TO ROADS AND ALONG THE EXTERIOR SUBDIVISION BOUNDARY.

6-FOOT EASEMENTS ALONG ALL OTHER INTERIOR LOT LINES.

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Plat Showing

SOUTHFORK LANDING SUBDIVISION-PHASE I

Sited in Sections 27, 28, 34 and 35,
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Boise County, Idaho
2007

CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C1	40.34	1775.00	178°08'	S82°03'36"E	40.34
C2	287.28	825.00	20°38'48"	N72°23'20"W	287.28
C3	245.10	475.00	29°33'31"	S78°50'53"E	242.38
C4	262.47	495.48	30°21'04"	N78°27'16"W	259.41
C5	208.76	475.00	25°18'06"	S73°55'47"E	208.06
C6	231.84	525.00	25°18'06"	S73°55'47"E	229.56
C7	235.98	445.48	30°21'04"	N78°27'16"W	233.23
C8	163.52	525.00	17°50'44"	S82°42'26"E	162.86
C9	279.26	775.00	20°38'48"	N72°23'20"W	277.76
C10	41.48	1825.00	178°08'	S82°03'36"E	41.48
C11	409.14	525.00	44°38'06"	N74°16'23"E	398.87
C12	493.45	2025.00	13°57'42"	S58°55'41"W	492.23
C13	220.75	825.00	24°05'28"	S77°57'16"W	219.12
C14	199.72	475.00	24°05'28"	S77°57'16"W	198.26
C15	481.26	1975.00	13°57'42"	S58°55'41"W	480.07
C16	531.23	575.00	52°58'05"	N78°24'52"E	512.54
C17	52.44	475.00	06°19'33"	N86°30'00"W	52.42
C18	347.21	1025.00	19°24'31"	N79°57'31"W	345.56
C19	105.53	125.00	48°22'15"	N37°18'29"W	102.42
C20	72.63	125.00	23°48'47"	N48°36'10"W	72.11
C21	331.11	275.00	68°59'06"	N72°12'21"W	311.47
C22	224.77	325.00	39°37'31"	S88°53'08"E	220.31
C23	364.37	575.00	38°18'27"	N85°13'37"W	358.30
C24	308.95	525.00	31°28'55"	S86°37'53"E	302.59
C25	431.94	425.00	58°13'51"	S47°46'00"E	413.58
C26	104.27	315.00	18°57'58"	S63°50'40"E	103.80
C27	47.20	390.00	6°58'03"	S21°57'32"W	47.17
C28	219.74	89.00	141°27'52"	S89°08'53"W	168.03
C29	87.58	425.00	11°48'28"	N74°38'22"E	87.43
C30	200.87	975.00	11°48'15"	N70°34'04"E	200.52
C31	157.59	425.00	21°14'45"	S54°02'34"E	156.69
C32	308.63	475.00	37°13'41"	N82°02'02"W	303.23
C33	164.38	475.00	18°49'40"	S70°44'02"E	163.56
C34	139.17	391.00	20°23'39"	S79°31'56"W	138.44
C35	185.58	155.00	68°35'58"	S76°21'54"E	174.69
C36	104.84	680.80	8°48'33"	S58°11'12"E	104.54
C37	164.99	125.00	75°37'29"	S13°58'11"E	153.27
C38	170.02	210.00	48°23'15"	N00°38'56"E	165.41
C39	115.70	200.00	33°08'45"	S85°58'19"E	114.09
C40	128.52	185.00	39°48'13"	N09°18'03"W	125.95
C41	150.34	278.31	31°10'27"	S13°55'00"W	146.49
C42	25.31	510.00	2°50'38"	S11°42'00"W	25.31
C43	113.34	510.00	12°43'58"	S03°54'42"W	113.10
C44	71.14	510.00	7°58'30"	S06°27'02"E	71.08
C45	40.48	1225.00	153°36"	N09°20'59"W	40.48
C46	108.63	1225.00	50°43'51"	N06°00'46"W	108.80
C47	108.62	1225.00	50°43'50"	N06°00'55"W	108.59
C48	108.62	1225.00	50°43'50"	N06°00'55"W	108.59
C49	108.64	1225.00	50°43'50"	N06°00'55"W	108.60
C50	108.66	1225.00	50°43'50"	N06°00'55"W	108.62
C51	69.02	1225.00	31°34'42"	N18°27'59"E	69.01
C52	36.80	425.00	51°14'	N22°40'57"E	36.58
C53	107.02	425.00	14°28'38"	N32°29'53"E	106.73
C54	107.43	425.00	14°28'57"	N46°37'10"E	107.14
C55	107.62	425.00	14°30'32"	N61°26'54"E	107.33
C56	224.33	485.00	28°30'06"	S02°48'16"W	222.34
C57	885.89	1250.00	30°31'36"	N04°49'01"E	858.14
C58	562.64	450.00	71°38'17"	N55°53'58"E	526.70
C59	21.19	460.00	2°38'20"	S11°35'37"W	21.16
C60	106.50	460.00	13°15'53"	S03°38'31"W	106.26

CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C61	59.86	460.00	7°27'21"	S08°43'06"E	59.82
C62	48.73	1275.00	2°11'24"	N09°21'05"W	48.73
C63	111.30	1275.00	5°00'06"	N05°45'20"W	111.27
C64	111.29	1275.00	5°00'05"	N00°45'14"W	111.26
C65	111.30	1275.00	5°00'05"	N04°14'50"E	111.26
C66	111.31	1275.00	5°00'07"	N09°14'56"E	111.27
C67	111.33	1275.00	5°00'10"	N14°15'05"E	111.29
C68	74.05	1275.00	3°19'40"	N18°25'00"E	74.04
C69	38.43	475.00	4°38'08"	N22°23'53"E	38.42
C70	114.12	475.00	13°45'57"	N31°35'56"E	113.85
C71	114.52	475.00	13°48'48"	N45°23'19"E	114.24
C72	114.72	475.00	13°50'18"	N59°12'52"E	114.45
C73	108.68	475.00	13°08'35"	N72°41'18"E	108.48
C74	15.54	475.00	1°52'28"	N80°10'50"E	15.54
C75	32.92	89.00	21°11'25"	N25°18'19"E	32.73
C76	54.96	89.00	35°22'48"	S00°43'32"W	54.09
C77	64.16	1275.00	2°53'00"	S53°12'20"W	64.16
C78	106.50	1275.00	4°47'10"	S49°22'15"W	106.47
C79	110.23	1275.00	4°57'13"	S44°30'04"W	110.20
C80	112.96	390.00	18°35'54"	S33°43'30"W	112.59
C81	63.88	390.00	9°23'04"	S06°26'39"W	63.81
C82	275.39	1250.00	12°37'23"	S48°20'08"W	274.84
C83	173.51	385.00	27°41'15"	N28°24'19"E	171.89
C84	18.83	1225.00	0°52'51"	S54°12'24"W	18.83
C85	108.75	1225.00	5°05'11"	S51°13'23"W	108.72
C86	108.80	1225.00	5°05'20"	S46°08'07"W	108.77
C87	33.50	1225.00	13°44'00"	S42°48'27"W	33.50
C88	75.56	340.00	12°44'00"	S35°39'27"W	75.41
C89	163.42	340.00	27°32'20"	S15°31'17"W	161.85
C90	468.84	375.00	71°38'03"	S34°03'54"E	438.80
C91	500.10	400.00	71°38'03"	S34°03'54"E	468.16
C92					NOT USED
C93	277.71	475.00	33°29'55"	S86°37'53"E	273.78
C94	292.33	500.00	33°29'55"	S86°37'53"E	288.18
C95	380.21	600.00	36°18'27"	N85°13'37"W	373.88
C96	371.00	625.00	34°00'39"	N86°22'31"W	365.56
C97	165.16	275.00	34°24'39"	S89°29'35"E	162.69
C98	205.37	300.00	39°13'19"	S87°05'15"E	201.38
C99	391.31	325.00	68°59'08"	N72°12'21"W	368.10
C100	361.21	300.00	68°59'08"	N72°12'21"W	339.78
C101	51.89	125.00	23°46'47"	N49°38'10"W	51.51
C102	82.26	150.00	23°46'47"	N49°38'10"W	61.81
C103	147.74	175.00	48°22'15"	N37°18'26"W	143.39
C104	128.63	150.00	48°22'15"	N37°18'26"W	122.91
C105	122.98	175.00	25°37'05"	N25°55'51"W	121.94
C106	2.11	300.00	0°24'12"	S67°16'30"E	2.11
C107	134.14	300.00	26°37'45"	N25°55'51"W	133.02
C108	145.31	325.00	25°37'05"	N25°55'51"W	144.11
C109	84.20	275.00	17°32'37"	N47°30'42"E	83.87
C110	121.99	300.00	23°17'54"	N50°23'21"E	121.35
C111	178.76	325.00	31°30'52"	N54°28'50"W	176.51
C112	18.72	275.00	03°29'03"	N68°30'44"W	18.72
C113	75.90	525.00	8°17'00"	S79°15'35"E	75.83
C114	508.14	550.00	52°56'05"	N78°24'52"E	490.26
C115	487.35	2000.00	13°57'42"	S58°55'41"W	486.15
C116	210.24	500.00	24°05'28"	S72°57'16"W	208.69
C117	132.27	265.00	28°35'30"	S58°40'41"E	130.90
C118	531.35	625.00	48°42'37"	N48°06'53"W	515.49
C119	174.48	600.00	16°38'33"	N65°08'25"W	173.84
C120	421.15	600.00	40°13'01"	N36°42'08"W	412.56

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C121	143.01	575.00	14°15'02"	N66°20'40"W	142.84
C122	134.64	575.00	13°24'58"	N47°30'46"W	134.33
C123	242.97	575.00	24°12'39"	N28°41'57"W	241.17
C124	88.08	625.00	8°09'57"	N20°40'36"W	88.00
C125	12.24	775.00	0°54'17"	S17°02'46"E	12.24
C126	119.12	775.00	8°48'24"	S21°54'07"E	119.01
C127	119.12	775.00	8°48'24"	S30°42'31"E	119.01
C128	119.12	775.00	8°48'24"	S39°30'56"E	119.01
C129	488.71	800.00	35°00'04"	S34°05'40"E	481.15
C130	503.98	825.00	35°00'04"	S34°05'40"E	496.18
C131	103.83	775.00	7°40'34"	S47°45'25"E	103.75
C132	65.72	690.00	5°27'25"	N48°51'59"W	65.69
C133	99.83	690.00	8°17'22"	N41°58'35"W	99.74
C134	99.83	690.00	8°17'22"	N33°42'14"W	99.74
C135	99.83	690.00	8°17'22"	N25°24'52"W	99.74
C136	99.83	690.00	8°17'22"	N17°07'30"W	99.74
C137	599.08	865.00	51°36'59"	N25°47'12"W	579.03
C138	30.57	640.00	2°44'14"	N50°13'35"W	30.57
C139	122.03	640.00	10°55'28"	N43°23'44"W	121.84
C140	122.14	640.00	10°56'03"	N32°27'59"W	121.95
C141	122.26	640.00	10°56'43"	N21°31'35"W	122.08
C142	123.61	640.00	11°03'57"	N10°31'15"W	123.41
C143	55.96	640.00	5°00'34"	N02°28'00"W	55.94
C144	23.16	350.00	3°47'22"	S27°19'57"W	23.15
C145	90.48	350.00	14°48'41"	S18°01'53"W	90.23
C146	94.60	350.00	15°53'09"	S02°51'28"W	94.61
C147	94.61	350.00	15°52'19"	S12°59'18"E	94.33
C148	59.95	350.00	9°48'57"	S28°16'23"E	59.89
C149	368.98	325.00	63°38'17"	S01°58'17"W	342.70
C150	98.18	300.00	18°45'02"	S19°10'34"W	97.74
C151	141.64	300.00	27°03'02"	S03°43'28"E	140.32
C152	67.88	300.00	12°57'52"	S23°43'55"E	67.74
C153	59.70	200.00	17°06'14"	N21°59'45"W	59.48
C154	158.91	200.00	45°31'31"	N09°39'08"E	154.77
C155	16.31	200.00	4°40'22"	N34°45'05"E	16.31
C156	79.53	275.00	16°34'15"	S28°48'08"W	79.28
C157	90.09	275.00	18°46'14"	S11°07'54"W	89.69
C158	89.69	275.00	18°41'14"	S07°35'50"E	89.30
C159	277.46	250.00	63°35'24"	S05°12'34"W	263.44
C160	49.88	250.00	11°25'50"	S24°29'57"E	49.79
C161	91.48	250.00	20°57'56"	N08°18'04"W	90.97
C162	93.10	250.00	21°20'14"	N12°51'01"E	92.58
C163	58.20	250.00	13°34'07"	N30°18'12"E	58.07
C164	58.24	225.00	14°48'46"	S29°40'22"W	58.07
C165	151.82	225.00	38°39'35"	S02°55'42"W	148.95
C166	39.68	225.00	10°06'02"	S21°27'07"E	39.61
C167	45.89	275.00	9°33'41"	S21°43'18"E	45.84
C168	78.78	225.00	16°32'49"	N16°43'44"W	78.39
C169	149.56	225.00	38°05'05"	N12°05'14"E	146.82
C170	83.04	365.00	13°02'05"	N08°16'09"E	82.86
C171	342.03	250.00	76°23'18"	N12°41'31"E	315.98
C172	66.35	275.00	13°49'26"	N19°35'25"W	66.19
C173	93.74	275.00	19°31'48"	N02°54'46"W	93.28
C174	90.09	275.00	18°46'14"	N16°14'12"E	89.69
C175	90.08	275.00	18°46'14"	N35°00'22"E	89.68
C176	35.97	275.00	7°29'37"	N48°08'21"E	35.94
C177	81.51	225.00	20°45'23"	N01°34'28"E	81.07
C178	40.91	300.00	7°46'46"	S47°58'47"W	40.88
C179	64.65	300.00	12°20'48"	S37°54'00"W	64.52
C180	213.75	275.00	43°37'07"	S07°37'06"W	206.41

Plat Showing

SOUTHFORK LANDING SUBDIVISION-PHASE I

Situating in Sections 27, 28, 34 and 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2007

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C241	65.05	500.00	7.27°13'	S60°04'01"W	65.00
C242	65.05	500.00	7.27°13'	S67°31'15"W	65.00
C243	65.05	500.00	7.27°13'	S74°58'28"W	65.00
C244	65.05	500.00	7.27°13'	S82°25'41"W	65.00
C245	54.37	500.00	6°13'48"	S89°18'12"W	54.34
C246	815.88	475.00	74°17'18"	S55°14'26"W	573.63
C247	35.53	450.00	4°31'22"	S20°21'30"W	35.82
C248	70.07	450.00	8°55'18"	S27°04'53"W	70.00
C249	70.07	450.00	8°55'18"	S34°00'11"W	70.00
C250	70.07	450.00	8°55'18"	S41°05'29"W	70.00
C251	70.07	450.00	8°55'18"	S48°10'47"W	70.00
C252	70.07	450.00	8°55'18"	S55°15'65"W	70.00
C253	70.07	450.00	8°55'18"	S62°20'83"W	70.00
C254	70.09	450.00	8°55'26"	S69°25'01"W	70.02
C255	57.42	450.00	7°18'37"	S76°29'47"W	57.38
C256	10.26	175.00	3°21'32"	S83°34'08"W	10.26
C257	65.38	175.00	1°24'20"	N73°33'12"W	65.00
C258	58.12	175.00	18°01'46"	N53°20'09"W	57.88
C259	109.51	175.00	35°51'12"	N25°53'40"W	107.73
C260	208.52	150.00	79°38'50"	N42°47'28"W	192.13
C261	22.33	125.00	10°14'12"	N82°29'48"W	22.30
C262	151.43	125.00	59°24'39"	N42°40'23"W	142.34
C263				NOT USED	
C264	11.82	733.17	0°54'28"	S08°25'18"E	11.82
C265	75.03	733.17	5°51'49"	S14°48'27"E	75.00
C266	75.03	733.17	5°51'49"	S21°40'16"E	75.00
C267	75.03	733.17	5°51'49"	S28°32'05"E	75.00
C268	75.03	733.17	5°51'49"	S35°23'55"E	75.00
C269	75.03	733.17	5°51'49"	S42°15'44"E	75.00
C270	75.03	733.17	5°51'49"	S49°07'33"E	75.00
C271	4.05	733.17	0°18'59"	S44°12'57"E	4.05
C272	481.75	758.17	26°24'23"	S26°10'15"E	473.68
C273	87.72	783.17	6°25'02"	S11°10'35"E	87.87
C274	70.02	783.17	5°07'22"	S18°36'47"E	70.00
C275	70.02	783.17	5°07'22"	S25°44'10"E	70.00
C276	70.02	783.17	5°07'22"	S32°51'32"E	70.00
C277	70.02	783.17	5°07'22"	S39°58'54"E	70.00
C278	70.02	783.17	5°07'22"	S47°06'17"E	70.00
C279	59.80	783.17	4°22'28"	S54°11'14"E	59.78
C280	53.81	296.83	10°23'08"	N39°10'53"W	53.73
C281	75.20	296.83	14°30'58"	N26°43'51"W	75.00
C282	75.20	296.83	14°30'58"	N12°12'58"W	75.00
C283	75.20	296.83	14°30'58"	N07°18'01"W	75.00
C284	87.68	296.83	13°03'53"	N16°05'25"E	87.84
C285	317.86	271.83	66°59'48"	N10°52'33"W	300.06
C286	58.17	246.83	13°30'06"	N37°37'24"W	58.03
C287	75.29	246.83	17°28'37"	N22°08'03"W	75.00
C288	75.29	246.83	17°28'37"	N04°39'28"W	75.00
C289	75.29	246.83	17°28'37"	N12°49'10"E	75.00
C290	4.59	246.83	1°03'52"	N22°02'25"E	4.59
C291	156.06	290.00	30°50'02"	S59°47'47"E	154.19
C292	54.88	315.00	9°58'55"	S49°22'14"E	54.81
C293	12.30	325.00	0°21'05"	N07°36'55"E	12.30
C294	81.11	325.44	14°16'49"	S15°50'39"W	80.80
C295	103.40	300.00	19°44'54"	N12°44'54"E	102.89
C296	51.58	275.00	06°08'00"	N10°33'11"W	29.42
C297	43.21	275.00	9°00'10"	S18°02'16"W	43.17
C298	80.59	705.00	8°33'00"	N19°20'51"E	80.55
C299	110.55	705.00	8°59'03"	N10°33'11"W	110.43
C300	110.55	705.00	8°59'03"	N02°35'46"E	110.43
C301	110.55	705.00	8°59'03"	N04°39'28"W	110.38
C302	110.61	705.00	8°59'22"	N15°22'14"W	110.50
C303	110.55	705.00	8°59'03"	N24°21'28"W	110.43
C304	110.55	705.00	8°59'03"	N33°20'28"W	110.43
C305	80.48	705.00	8°32'26"	N41°06'14"W	80.43
C306	853.60	730.00	86°59'48"	N10°52'33"W	805.79
C307	35.67	755.00	2°42'24"	N21°16'09"E	35.68
C308	90.80	755.00	6°53'28"	N16°28'14"E	90.74
C309	90.80	755.00	6°53'28"	N09°34'46"E	90.74
C310	90.80	755.00	6°53'28"	N02°41'22"E	90.74

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C312	90.80	755.00	8°53'26"	N85°40'05"E	90.74
C313	90.80	755.00	8°53'26"	N11°05'30"W	90.74
C314	90.80	755.00	8°53'26"	N17°58'55"W	90.74
C315	90.80	755.00	8°53'26"	N24°52'21"W	90.74
C316	90.80	755.00	8°53'26"	N31°45'47"W	90.74
C317	92.72	755.00	7°02'12"	N38°43'36"W	92.67
C318	28.05	755.00	2°07'44"	N45°18'35"W	28.05
C319	48.49	325.00	8°32'55"	S40°05'59"E	48.45
C320	80.10	325.00	14°07'16"	S28°45'54"E	79.90
C321	80.10	325.00	14°07'16"	S14°38'38"E	79.90
C322	43.02	325.00	7°35'00"	S03°47'30"E	42.98
C323	232.34	300.00	44°22'27"	S22°11'13"E	226.58
C324	138.71	275.00	28°53'57"	S29°55'28"E	137.24
C325	74.27	275.00	15°28'29"	S07°44'18"E	74.05
C326	83.61	325.00	14°44'22"	S07°22'11"W	83.38
C327	34.06	325.00	6°09'14"	S17°44'29"W	34.04
C328	108.61	300.00	20°44'36"	S10°22'18"W	108.02
C329	99.56	275.00	20°44'36"	S10°22'18"W	99.02
C330	74.88	425.00	10°05'41"	S08°28'20"W	74.78
C331	107.38	525.00	11°43'06"	S62°55'30"E	107.19
C332	42.34	975.00	2°20'17"	N13°33'17"E	42.34
C333	107.59	975.00	8°18'22"	N09°13'57"E	107.64
C334	103.31	975.00	8°04'18"	N03°02'08"E	103.26
C335	259.74	1000.00	14°52'55"	N07°26'28"E	259.01
C336	64.47	1025.00	3°36'14"	N13°04'48"E	64.46
C337	93.14	1025.00	5°12'22"	N08°40'30"E	93.10
C338	91.88	1025.00	5°08'09"	N03°30'14"E	91.85
C339	18.74	1025.00	0°56'09"	S00°28'05"W	18.74
C340	18.01	725.00	1°15'56"	N00°37'58"W	18.01
C341	110.25	725.00	8°42'47"	N05°37'20"W	110.15
C342	110.25	725.00	8°42'47"	N14°20'07"W	110.15
C343	110.25	725.00	8°42'47"	N23°07'55"W	110.15
C344	110.25	725.00	8°42'47"	N31°45'42"W	110.15
C345	51.92	725.00	4°06'10"	N38°10'11"W	51.80
C346	528.49	750.00	40°13'16"	N20°06'38"W	515.75
C347	85.29	775.00	8°18'19"	N03°08'10"W	85.24
C348	81.02	775.00	6°43'46"	N09°40'12"W	80.97
C349	95.71	775.00	7°04'33"	N16°34'22"W	95.65
C350	86.51	775.00	6°23'43"	N23°18'30"W	86.46
C351	91.02	775.00	6°43'46"	N29°52'14"W	90.97
C352	94.49	775.00	6°59'09"	N36°43'42"W	94.43
C353	74.87	350.00	12°15'20"	S44°05'36"E	74.72
C354	81.34	350.00	13°18'58"	S21°18'27"E	81.16
C355	81.34	350.00	13°18'58"	S07°59'29"E	81.16
C356	64.17	350.00	10°30'17"	S03°59'08"E	64.08
C357	302.87	325.00	53°23'40"	S13°31'28"E	292.03
C358	45.55	300.00	8°42'01"	S35°52'16"E	45.51
C359	124.24	300.00	23°43'42"	S19°39'24"E	123.36
C360	84.48	300.00	16°08'03"	S00°16'20"W	84.20
C361	99.42	425.00	13°24'11"	S44°56'59"E	99.19
C362	36.44	33.00	63°16'17"	S58°48'08"E	34.62
C363	31.84	30.00	80°48'13"	N58°02'10"W	30.36
C364	18.88	10.00	108°43'51"	S81°59'59"E	16.25
C365	36.12	225.00	9°11'52"	N09°01'06"E	36.08
C366	214.08	825.00	14°51'59"	S44°04'42"E	213.46
C367	289.92	825.00	20°06'05"	S26°36'40"E	288.43
C368	111.17	775.00	8°13'08"	N78°13'39"W	111.08
C369	114.78	800.00	8°13'08"	N79°13'39"W	114.66
C370	118.34	825.00	8°13'08"	N79°13'39"W	118.24
C371	55.20	500.00	8°19'33"	N86°30'00"W	55.18
C372	9.60	1000.00	0°33'11"	S89°23'16"E	9.60
C373	329.14	1000.00	18°51'30"	S78°41'01"E	327.66
C374	40.56	525.00	4°25'34"	N85°33'00"W	40.55
C375	287.43	975.00	17°28'43"	S78°53'37"E	298.28
C376	43.02	300.00	8°12'35"	S66°08'47"E	42.98
C377	220.80	500.00	25°18'06"	N73°55'47"W	219.01
C378	249.22	470.48	30°21'04"	N76°27'16"W	248.32
C379	258.00	500.00	28°33'51"	N76°50'53"W	255.14
C380	288.27	800.00	20°38'46"	N72°23'20"W	286.72

LINE TABLE		
LINE	LENGTH	BEARING
L1	76.30	N85°40'05"E
L2	53.28	S82°42'43"E
L3	25.07	S07°41'52"W
L4	25.07	S07°41'52"W
L5	53.28	N82°42'43"W
L6	40.52	N90°00'00"E
L7	63.73	S19°39'24"E
L8	88.63	S40°15'16"E
L9	108.28	S35°39'31"E
L10	107.99	S29°52'14"E
L11	111.80	S22°53'47"E
L12	104.36	S18°25'16"E
L13	107.99	S09°40'12"E
L14	107.50	S02°58'03"E
L15	107.21	S03°30'35"W
L16	25.00	S00°00'00"E
L17	25.00	S00°00'00"E
L18	40.52	N90°00'00"W
L19	75.75	N41°11'25"E
L20	72.30	N28°55'59"E
L21	75.48	N52°00'58"E
L22	75.87	N47°38'28"E
L23	74.46	N33°58'44"E
L24	85.58	N20°28'05"E
L25	96.88	N14°28'11"E
L26	96.95	N09°18'40"E
L27	96.95	N04°11'09"E
L28	96.95	N00°57'21"W
L29	97.36	N08°05'52"E
L30	125.29	N07°28'55"W
L31	72.68	N03°55'01"E
L32	50.00	N13°31'49"E
L33	4.78	N03°57'40"W
L34	97.36	N87°49'20"E
L35	16.85	S85°59'25"W
L36	78.96	N88°36'04"E
L37	133.72	S84°42'18"E
L38	86.75	N82°37'51"E
L39	53.28	N82°42'43"W
L40	120.97	N86°04'59"W
L41	121.08	N13°31'48"E
L42	78.66	N03°55'01"E
L43	20.00	S07°21'02"W
L44	8.28	S00°01'17"W
L45	20.00	S00°18'15"W
L46	11.50	N18°05'47"E
L47	38.19	N18°05'47"E
L48	14.08	N18°05'47"E
L49	10.87	S87°36'54"E
L50	12.67	S87°36'54"E
L51	10.22	S44°22'27"E
L52	17.06	S44°22'27"E
L53	7.51	S22°37'21"W
L54	27.92	N82°57'40"E
L55	49.16	N65°48'51"E
L56	65.80	N65°48'51"E
L57	14.60	S86°49'17"E
L58	19.48	N44°38'31"E
L59	22.16	N44°41'48"W

Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35

Township 9 North, Range 4 East, B.M.

Boise County, Idaho

2007

Certificate of Owners

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED ARE THE OWNERS OF THE REAL PROPERTY HEREFTER DESCRIBED.

A TRACT OF LAND SITUATED IN U.S. GOVERNMENT LOTS 6 AND 7, AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, U.S. GOVERNMENT LOT 4 OF SECTION 28, U.S. GOVERNMENT LOTS 2 AND 3, THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER, THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER, AND THE SOUTHEAST ONE QUARTER OF SECTION 34; AND U.S. GOVERNMENT LOTS 5, 6, AND 7, AND THE SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 35, ALL IN TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 27; THENCE FOLLOWING THE WESTERLY LINE OF SAID SECTION 27, SOUTH 01°12'41" EAST A DISTANCE OF 1,067.21 FEET TO A SET 5/8-INCH STEEL PIN ON THE ORDINARY HIGH WATER LINE OF THE LEFT BANK OF THE PAYETTE RIVER BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID WESTERLY LINE AND FOLLOWING THE ORDINARY HIGH WATER LINE OF THE LEFT BANK OF THE SOUTH FORK OF THE PAYETTE RIVER THE FOLLOWING FIFTY-NINE COURSES:

NORTH 85°40'05" EAST A DISTANCE OF 76.30 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 86°17'32" EAST A DISTANCE OF 396.87 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 84°22'01" EAST A DISTANCE OF 137.82 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 80°27'21" EAST A DISTANCE OF 73.77 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 52°07'28" EAST A DISTANCE OF 138.03 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 48°01'42" EAST A DISTANCE OF 148.18 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 43°28'10" EAST A DISTANCE OF 271.28 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 10°52'17" EAST A DISTANCE OF 124.38 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 18°12'13" WEST A DISTANCE OF 45.84 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 08°37'40" EAST A DISTANCE OF 218.34 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 17°07'04" EAST A DISTANCE OF 83.08 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 03°00'11" EAST A DISTANCE OF 187.86 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 04°06'55" WEST A DISTANCE OF 151.87 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 19°58'37" EAST A DISTANCE OF 48.47 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 00°20'34" EAST A DISTANCE OF 143.96 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 00°00'53" EAST A DISTANCE OF 48.34 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 01°11'12" EAST A DISTANCE OF 143.87 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 19°38'48" EAST A DISTANCE OF 406.00 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 23°15'12" EAST A DISTANCE OF 238.25 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 21°25'53" EAST A DISTANCE OF 97.56 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 52°07'36" EAST A DISTANCE OF 85.40 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 48°34'21" EAST A DISTANCE OF 52.95 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 42°58'12" EAST A DISTANCE OF 218.72 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 58°11'44" EAST A DISTANCE OF 128.86 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 35°17'30" EAST A DISTANCE OF 118.35 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 41°12'45" EAST A DISTANCE OF 99.04 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 27°25'49" EAST A DISTANCE OF 104.36 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 43°01'52" EAST A DISTANCE OF 94.48 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 43°02'28" EAST A DISTANCE OF 341.04 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 39°51'53" EAST A DISTANCE OF 353.44 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 70°14'42" EAST A DISTANCE OF 209.96 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 38°08'37" EAST A DISTANCE OF 124.05 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 50°32'54" EAST A DISTANCE OF 220.83 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 83°04'40" EAST A DISTANCE OF 104.73 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 75°15'34" EAST A DISTANCE OF 252.43 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 67°32'32" EAST A DISTANCE OF 247.22 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 78°05'54" EAST A DISTANCE OF 103.24 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 81°29'28" EAST A DISTANCE OF 233.53 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 70°35'17" EAST A DISTANCE OF 182.58 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 81°29'57" EAST A DISTANCE OF 206.30 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 68°06'54" EAST A DISTANCE OF 85.78 FEET TO A FOUND 5/8-INCH STEEL PIN;
NORTH 24°29'21" EAST A DISTANCE OF 68.28 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 73°58'18" EAST A DISTANCE OF 117.33 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 82°52'13" EAST A DISTANCE OF 116.49 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 86°34'32" EAST A DISTANCE OF 173.17 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 80°28'05" EAST A DISTANCE OF 117.26 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 23°50'47" EAST A DISTANCE OF 149.57 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 08°55'17" EAST A DISTANCE OF 123.72 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 03°09'10" EAST A DISTANCE OF 142.05 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 44°06'35" EAST A DISTANCE OF 132.57 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 32°10'28" EAST A DISTANCE OF 120.08 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 36°13'19" EAST A DISTANCE OF 182.36 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 31°43'22" EAST A DISTANCE OF 87.48 FEET TO A FOUND 5/8-INCH STEEL PIN;
SOUTH 44°02'05" EAST A DISTANCE OF 259.15 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 41°17'36" EAST A DISTANCE OF 688.30 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 47°04'00" EAST A DISTANCE OF 217.40 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 06°30'08" EAST A DISTANCE OF 285.87 FEET TO A SET 5/8-INCH STEEL PIN;
SOUTH 88°19'38" EAST A DISTANCE OF 207.11 FEET TO A SET 5/8-INCH STEEL PIN;
NORTH 80°17'00" EAST A DISTANCE OF 240.83 FEET TO A SET 5/8-INCH STEEL PIN;

THENCE LEAVING SAID ORDINARY HIGH WATER LINE, SOUTH 06°35'25" WEST A DISTANCE OF 428.54 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 40.34 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,775.00 FEET, A CENTRAL ANGLE OF 0°11'08", A CHORD BEARING OF SOUTH 82°03'39" EAST AND A CHORD DISTANCE OF 40.34 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 82°03'39" EAST A DISTANCE OF 55.28 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 13°29'11" WEST A DISTANCE OF 58.18 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTHERLY 74.88 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 10°05'41", A CHORD BEARING OF SOUTH 82°26'20" WEST AND A CHORD DISTANCE OF 74.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 297.28 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 20°36'48", A CHORD BEARING OF SOUTH 72°23'20" EAST AND A CHORD DISTANCE OF 295.88 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 62°03'57" EAST A DISTANCE OF 162.75 FEET TO A SET 5/8-INCH STEEL PIN;

Developer/Owner
Southfork Landing, Inc.

519 West Front Street
Boise, Idaho 83702

THENCE 245.10 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 20°33'51", A CHORD BEARING OF SOUTH 78°50'53" EAST AND A CHORD DISTANCE OF 242.30 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 282.47 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 495.48 FEET, A CENTRAL ANGLE OF 30°21'04", A CHORD BEARING OF SOUTH 79°27'16" EAST AND A CHORD DISTANCE OF 256.41 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 209.78 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 25°16'06", A CHORD BEARING OF SOUTH 72°55'47" WEST AND A CHORD DISTANCE OF 209.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 06°34'50" EAST A DISTANCE OF 618.23 FEET TO A SET 5/8-INCH STEEL PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF ALDER CREEK ROAD;
THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 07°41'52" WEST A DISTANCE OF 50.14 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 86°34'50" WEST A DISTANCE OF 612.46 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 231.84 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 25°16'06", A CHORD BEARING OF NORTH 73°55'47" WEST AND A CHORD DISTANCE OF 228.86 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 238.18 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 415.48 FEET, A CENTRAL ANGLE OF 30°21'04", A CHORD BEARING OF NORTH 79°27'16" WEST AND A CHORD DISTANCE OF 233.33 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 163.32 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 17°50'44", A CHORD BEARING OF NORTH 82°42'28" WEST AND A CHORD DISTANCE OF 162.86 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°30'31" WEST A DISTANCE OF 145.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 87°37'22" WEST A DISTANCE OF 242.53 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 22°53'47" EAST A DISTANCE OF 111.80 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 18°25'15" EAST A DISTANCE OF 104.36 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 08°40'12" EAST A DISTANCE OF 107.98 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 02°58'03" EAST A DISTANCE OF 107.90 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 400.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 03°30'35" WEST A DISTANCE OF 107.21 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 08°40'30" WEST A DISTANCE OF 185.53 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 408.14 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 44°36'08", A CHORD BEARING OF NORTH 74°10'23" EAST AND A CHORD DISTANCE OF 398.87 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 81°58'50" EAST A DISTANCE OF 113.82 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 493.45 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,025.00 FEET, A CENTRAL ANGLE OF 13°57'42", A CHORD BEARING OF NORTH 56°55'41" EAST AND A CHORD DISTANCE OF 492.23 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°34'50" EAST A DISTANCE OF 418.07 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 228.75 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 24°05'28", A CHORD BEARING OF NORTH 77°57'18" EAST AND A CHORD DISTANCE OF 218.12 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 40.52 FEET TO A SET 5/8-INCH STEEL PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF ALDER CREEK ROAD;
THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°00'00" EAST A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 80°00'00" WEST A DISTANCE OF 40.52 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 192.72 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 24°05'28", A CHORD BEARING OF SOUTH 77°57'18" WEST AND A CHORD DISTANCE OF 218.12 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 65°54'32" WEST A DISTANCE OF 418.07 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 481.26 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,975.00 FEET, A CENTRAL ANGLE OF 13°57'42", A CHORD BEARING OF SOUTH 56°55'41" WEST AND A CHORD DISTANCE OF 490.07 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 81°58'50" WEST A DISTANCE OF 113.82 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 531.23 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 52°56'05", A CHORD BEARING OF SOUTH 78°24'52" WEST AND A CHORD DISTANCE OF 512.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 75°07'05" WEST A DISTANCE OF 287.05 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 111.17 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 08°13'06", A CHORD BEARING OF NORTH 78°13'40" WEST AND A CHORD DISTANCE OF 111.08 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 82°20'13" WEST A DISTANCE OF 217.82 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 52.44 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 8°10'33", A CHORD BEARING OF NORTH 84°23'50" WEST AND A CHORD DISTANCE OF 52.42 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 547.21 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 19°24'51", A CHORD BEARING OF NORTH 78°57'31" WEST AND A CHORD DISTANCE OF 345.58 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 70°15'10" WEST A DISTANCE OF 114.11 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 178.78 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 31°30'52", A CHORD BEARING OF NORTH 54°23'50" WEST AND A CHORD DISTANCE OF 178.51 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 38°04'24" WEST A DISTANCE OF 74.13 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 145.31 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°37'05", A CHORD BEARING OF NORTH 25°55'51" WEST AND A CHORD DISTANCE OF 144.11 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 13°07'19" WEST A DISTANCE OF 29.73 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 105.53 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 48°22'15", A CHORD BEARING OF NORTH 37°26'28" WEST AND A CHORD DISTANCE OF 102.42 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 22.83 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 23°48'47", A CHORD BEARING OF NORTH 49°36'10" WEST AND A CHORD DISTANCE OF 22.11 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 37°42'47" WEST A DISTANCE OF 338.50 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 331.11 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 68°56'08", A CHORD BEARING OF NORTH 72°12'21" WEST AND A CHORD DISTANCE OF 311.47 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 224.77 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 30°37'31", A CHORD BEARING OF NORTH 86°25'00" WEST AND A CHORD DISTANCE OF 220.23 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 384.37 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 36°18'27", A CHORD BEARING OF NORTH 86°13'37" WEST AND A CHORD DISTANCE OF 358.30 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 308.93 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 33°29'55", A CHORD BEARING OF NORTH 86°37'53" WEST AND A CHORD DISTANCE OF 302.59 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 89°22'56" WEST A DISTANCE OF 806.26 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 451.84 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 58°13'51", A CHORD BEARING OF NORTH 40°46'07" WEST AND A CHORD DISTANCE OF 414.89 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°37'10" WEST A DISTANCE OF 308.23 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 00°22'50" EAST A DISTANCE OF 268.70 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 08°48'10" EAST A DISTANCE OF 235.81 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 54.88 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 09°58'56", A CHORD BEARING OF NORTH 40°22'14" WEST AND A CHORD DISTANCE OF 54.81 FEET TO A SET 5/8-INCH STEEL PIN;



9.20.07



• Landowner Architecture
• Civil Engineering
• Site Planning
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• Graphic Communication
• Land Surveying

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Phone (208) 896-4041
Fax (208) 896-4445
www.thelandgroupinc.com

Plat Showing SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35 Township 9 North, Range 4 East, B.M., Boise County, Idaho

Township 9 North, Range 4 East, B.M., Boise County, Idaho

2007

Certificate of Owner-Continued

THENCE NORTH 44°39'45" WEST A DISTANCE OF 19.48 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 39°30'04" EAST A DISTANCE OF 227.63 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 41°11'39" EAST A DISTANCE OF 121.94 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 41°11'25" EAST A DISTANCE OF 75.75 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 26°55'50" EAST A DISTANCE OF 72.30 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 71°01'06" EAST A DISTANCE OF 152.69 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 219.74 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 141°27'52", A CHORD BEARING OF NORTH 80°08'53" EAST AND A CHORD DISTANCE OF 168.03 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 67.58 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 11°48'25", A CHORD BEARING OF NORTH 74°34'22" EAST AND A CHORD DISTANCE OF 87.45 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 21°21'56" WEST A DISTANCE OF 122.35 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 52°00'59" EAST A DISTANCE OF 75.48 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 47°36'28" EAST A DISTANCE OF 75.97 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 33°38'44" EAST A DISTANCE OF 74.48 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 20°22'05" EAST A DISTANCE OF 85.38 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 14°28'11" EAST A DISTANCE OF 96.86 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 09°19'40" EAST A DISTANCE OF 96.95 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 04°11'09" EAST A DISTANCE OF 96.95 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 00°37'21" WEST A DISTANCE OF 96.95 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 08°05'52" WEST A DISTANCE OF 97.38 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 02°42'50" WEST A DISTANCE OF 125.29 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 03°55'01" EAST A DISTANCE OF 72.84 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°04'50" WEST A DISTANCE OF 120.87 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 13°31'40" EAST A DISTANCE OF 171.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 72°28'11" WEST A DISTANCE OF 482.81 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 200.87 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 11°48'15", A CHORD BEARING OF NORTH 70°54'54" WEST AND A CHORD DISTANCE OF 200.52 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 84°04'54" WEST A DISTANCE OF 172.82 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 157.39 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 21°14'45", A CHORD BEARING OF NORTH 54°02'54" WEST AND A CHORD DISTANCE OF 156.69 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 43°25'11" WEST A DISTANCE OF 108.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 308.83 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 37°13'41", A CHORD BEARING OF NORTH 62°02'01" WEST AND A CHORD DISTANCE OF 303.23 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 80°58'51" WEST A DISTANCE OF 83.94 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 194.38 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 18°44'40", A CHORD BEARING OF NORTH 70°14'02" WEST AND A CHORD DISTANCE OF 163.56 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 29°53'04" EAST A DISTANCE OF 134.90 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 53°28'25" WEST A DISTANCE OF 86.71 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 41°28'56" WEST A DISTANCE OF 108.53 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 80°14'54" WEST A DISTANCE OF 128.47 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 64°13'01" WEST A DISTANCE OF 112.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 54°38'24" WEST A DISTANCE OF 88.09 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 36°52'12" WEST A DISTANCE OF 100.06 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 138.17 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 391.00 FEET, A CENTRAL ANGLE OF 20°23'38", A CHORD BEARING OF SOUTH 70°15'51" WEST AND A CHORD DISTANCE OF 136.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 82°01'07" WEST A DISTANCE OF 218.12 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 185.58 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 68°35'58", A CHORD BEARING OF NORTH 76°21'54" WEST AND A CHORD DISTANCE OF 174.69 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 40°12'47" EAST A DISTANCE OF 415.71 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 01°39'10" EAST A DISTANCE OF 188.74 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 24°25'57" WEST A DISTANCE OF 217.88 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 47°27'57" WEST A DISTANCE OF 178.77 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 39°11'03" WEST A DISTANCE OF 218.18 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 104.84 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 680.80 FEET, A CENTRAL ANGLE OF 08°48'33", A CHORD BEARING OF NORTH 96°11'12" WEST AND A CHORD DISTANCE OF 104.84 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 164.99 FEET FOLLOWING THE ARC OF A COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 75°37'29", A CHORD BEARING OF NORTH 13°58'11" WEST AND A CHORD DISTANCE OF 153.27 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 170.02 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 46°23'15", A CHORD BEARING OF NORTH 00°58'58" EAST AND A CHORD DISTANCE OF 185.43 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 115.70 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 33°06'45", A CHORD BEARING OF NORTH 08°58'19" WEST AND A CHORD DISTANCE OF 114.09 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 126.52 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 39°48'15", A CHORD BEARING OF NORTH 09°16'53" WEST AND A CHORD DISTANCE OF 123.80 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 58°22'23" EAST A DISTANCE OF 274.10 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 38°10'28" WEST A DISTANCE OF 108.92 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 52°13'28" EAST A DISTANCE OF 158.16 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 78°10'21" WEST A DISTANCE OF 107.39 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 62°06'53" WEST A DISTANCE OF 122.55 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 70°46'33" WEST A DISTANCE OF 93.07 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 89°57'42" WEST A DISTANCE OF 140.30 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 84°45'08" WEST A DISTANCE OF 135.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 03°57'40" WEST A DISTANCE OF 4.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 67°49'20" EAST A DISTANCE OF 97.38 FEET TO A FOUND ALUMINUM CAP;
THENCE NORTH 01°21'20" WEST A DISTANCE OF 203.36 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 47°48'22" WEST A DISTANCE OF 102.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 85°19'25" WEST A DISTANCE OF 16.75 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 194.32 FEET FOLLOWING THE ARC OF A NON TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 31°09'11", A CHORD BEARING OF NORTH 13°22'45" EAST AND A CHORD DISTANCE OF 148.46 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 60°27'38" EAST A DISTANCE OF 100.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 29°32'21" EAST A DISTANCE OF 108.91 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 63°03'25" EAST A DISTANCE OF 231.47 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°36'04" EAST A DISTANCE OF 78.86 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 84°45'19" EAST A DISTANCE OF 133.72 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 73°09'45" EAST A DISTANCE OF 157.07 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 88°19'31" EAST A DISTANCE OF 142.74 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 78°10'14" EAST A DISTANCE OF 136.57 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 03°44'14" EAST A DISTANCE OF 279.96 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 08°00'14" WEST A DISTANCE OF 332.14 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 04°27'01" WEST A DISTANCE OF 200.36 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 28°16'47" WEST A DISTANCE OF 127.79 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 46°51'24" WEST A DISTANCE OF 102.96 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 54°00'35" WEST A DISTANCE OF 337.75 FEET TO A SET 5/8-INCH STEEL PIN;

THENCE NORTH 60°45'33" WEST A DISTANCE OF 243.53 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 72°01'30" WEST A DISTANCE OF 127.30 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 85°31'30" WEST A DISTANCE OF 78.73 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°40'12" WEST A DISTANCE OF 241.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 78°02'34" WEST A DISTANCE OF 202.48 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 65°33'44" WEST A DISTANCE OF 170.74 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 44°09'36" WEST A DISTANCE OF 243.40 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 67°10'34" WEST A DISTANCE OF 188.10 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 43°54'40" WEST A DISTANCE OF 93.26 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 44°34'51" EAST A DISTANCE OF 180.83 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 68°08'01" EAST A DISTANCE OF 194.56 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 78°21'12" EAST A DISTANCE OF 206.83 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 57°33'04" EAST A DISTANCE OF 101.69 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 78°22'21" EAST A DISTANCE OF 154.82 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 82°37'51" EAST A DISTANCE OF 86.75 FEET TO THE POINT OF BEGINNING.

EXCLUDING THEREFROM A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MONUMENTING THE SOUTH ONE SIXTEENTH CORNER, THENCE FOLLOWING THE WESTERLY LINE OF SAID SECTION, NORTH 00°28'01" WEST A DISTANCE OF 1,255.88 FEET TO A FOUND ALUMINUM CAP MONUMENTING THE WEST ONE QUARTER CORNER OF SAID SECTION 35;
THENCE LEAVING SAID WESTERLY LINE, NORTH 51°23'50" EAST A DISTANCE OF 258.20 FEET TO A SET 5/8-INCH STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF FREEDOM RANCH ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 00°18'15" EAST A DISTANCE OF 254.35 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 86°08'01" EAST A DISTANCE OF 43.68 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 81°52'21" EAST A DISTANCE OF 68.85 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 74°27'47" EAST A DISTANCE OF 63.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 67°10'22" EAST A DISTANCE OF 97.45 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 70°14'23" EAST A DISTANCE OF 79.93 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 56°38'30" EAST A DISTANCE OF 17.85 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 40°49'28" EAST A DISTANCE OF 42.27 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 24°40'14" EAST A DISTANCE OF 78.41 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 13°33'35" EAST A DISTANCE OF 48.46 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 42°47'08" EAST A DISTANCE OF 53.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 28°42'09" EAST A DISTANCE OF 39.37 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 03°48'55" EAST A DISTANCE OF 32.79 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 10°00'11" WEST A DISTANCE OF 10.61 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 03°04'48" WEST A DISTANCE OF 13.83 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 24°44'33" WEST A DISTANCE OF 14.40 FEET TO A SET 5/8-INCH STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY OF FREEDOM RANCH ROAD;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, NORTH 65°15'27" WEST A DISTANCE OF 214.35 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, 268.58 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 24°28'18", A CHORD BEARING OF NORTH 77°28'38" WEST AND A CHORD DISTANCE OF 284.56 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, NORTH 80°41'45" WEST A DISTANCE OF 18.33 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING A TRACT OF LAND SITUATED IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT A SET 5/8-INCH STEEL PIN PREVIOUSLY REFERRED TO AS POINT "A", THENCE SOUTH 67°34'48" WEST A DISTANCE OF 162.37 FEET TO A SET 5/8-INCH STEEL PIN AND THE POINT OF BEGINNING.

THENCE SOUTH 60°20'08" WEST A DISTANCE OF 123.25 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 77°22'58" WEST A DISTANCE OF 145.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 36.12 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 9°11'32", A CHORD BEARING OF NORTH 81°01'08" EAST AND A CHORD DISTANCE OF 36.08 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 32°15'01" EAST A DISTANCE OF 61.63 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 87°30'18" EAST A DISTANCE OF 145.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 275.63 ACRES, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS AND PRIVATE ROADS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER PERSONAL PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE SOUTHFORK LANDING HOME OWNERS ASSOCIATION WHICH WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID WATER SYSTEM.

THE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE SOUTHFORK HOME OWNERS ASSOCIATION.

EAGLE SPRINGS RANCH, LLC

BY: SOUTHFORK LANDING, INC., MEMBER
BY: T. ERIK OAS, PRESIDENT, SOUTHFORK LANDING, INC.

BARNES VENTURES, INC.

BY: LORI BARNES, AUTHORIZED REPRESENTATIVE

Developer/Owner
Southfork Landing, Inc.

519 West Front Street
Boise, Idaho 83702

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9-20-07



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• Engineering
• Graphic Communication
• Land Surveying

482 East Shore Drive,
Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 938-4446
www.thelandgroupinc.com

Plat Showing
SOUTHFORK LANDING SUBDIVISION-PHASE I

Situating in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section
27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4
of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S.
Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35

Township 9 North, Range 4 East, B.M.

Boise County, Idaho

2007

Acknowledgment

STATE OF _____ ss

COUNTY OF _____ ss

ON THIS _____ DAY OF _____, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND
FOR SAID STATE, PERSONALLY APPEARED T. ERIC GAAS, PRESIDENT OF SOUTHFORK LANDING, INC., KNOWN OR IDENTIFIED TO ME
TO BE THE MEMBER OF THE EAGLE SPRINGS RANCH, LLC, AND ACKNOWLEDGED TO ME THAT SAID EAGLE SPRINGS RANCH, LLC
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 STATE OF _____

RESIDING AT _____
MY COMMISSION EXPIRES _____

Acknowledgment

STATE OF _____ ss

COUNTY OF _____ ss

ON THIS _____ DAY OF _____, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND
FOR SAID STATE, PERSONALLY APPEARED LORI BARNES KNOWN OR IDENTIFIED TO ME TO BE AUTHORIZED REPRESENTATIVE OF
THE BARNES VENTURES, INC. AND ACKNOWLEDGED TO ME THAT THE SAID BARNES VENTURES, INC. 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 STATE OF _____

RESIDING AT _____
MY COMMISSION EXPIRES _____

Notes

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHFORK LANDING.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
3. BOISE COUNTY ASSUMES NO RESPONSIBILITY FOR MAINTENANCE OF PRIVATE COMMON USE ROADS PLATTED HEREON, SUBJECT TO ORDINANCE. NO COUNTY SERVICES (EXCEPT EMERGENCY IN NATURE) WILL BE APPROVED FOR SAID PRIVATE COMMON USE ROADS. THE MAINTENANCE AND SNOW REMOVAL FROM THESE ROADS SHALL BE THE RESPONSIBILITY OF THE SOUTHFORK LANDING HOME OWNERS ASSOCIATION AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHFORK LANDING.
4. UTILITY AND DRAINAGE EASEMENTS ALONG SAID PRIVATE COMMON USE ROADS MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND SNOW STORAGE.
5. BECAUSE THIS AREA HAS BEEN IDENTIFIED AS A WILDLIFE HABITAT, DAMAGE TO LANDSCAPE FROM WILD ANIMALS SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER AND SHALL NOT BE THE RESPONSIBILITY OF THE STATE OF IDAHO OR BOISE COUNTY. NEITHER BOISE COUNTY NOR THE STATE OF IDAHO WILL BE LIABLE FOR WILDLIFE DEPREDAATION.
6. LOT 1, BLOCK 1, LOT 22, BLOCK 4, LOT 22, BLOCK 5, LOT 17 AND BLOCK 10 ARE HEREBY DESIGNATED AS PUBLIC WATER SYSTEM WELL LOTS AND WILL BE OWNED AND MAINTAINED BY THE SOUTHFORK LANDING HOME OWNERS ASSOCIATION. LOT 1, BLOCK 12 IS HEREBY DESIGNATED AS A PUBLIC SEWER FACILITY LOT AND WILL BE OWNED AND MAINTAINED BY THE SOUTHFORK LANDING HOME OWNERS ASSOCIATION.
7. A 12-FOOT DRAINAGE, UTILITY AND SLOPE EASEMENT EXISTS INSIDE ALL LOT LINES ALONG ROADS: A 12-FOOT DRAINAGE AND UTILITY EASEMENT EXISTS ALONG THE SUBDIVISION BOUNDARY, AND A 12-FOOT DRAINAGE AND UTILITY EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES WITH THE EXCEPTION OF LOTS 28 - 56, BLOCK 7, AND LOTS 1 - 25, BLOCK 8 WHICH WILL HAVE A 10-FOOT EASEMENT CENTERED ON INTERIOR SIDE LOT LINES DUE TO A 5-FOOT BUILDING SETBACK ALLOWANCES FOR THOSE LOTS.
8. ALL ROADS LABELED AS "PRIVATE" WITHIN THE PLAT ARE PRIVATE COMMON USE ROADS.
9. LOTS 17 & 18 OF BLOCK 11 SHALL BE ENTERED INTO TWO PERMANENT CONSERVATION EASEMENTS.
10. THE ALIGNMENT OF CHARTERS MOUNTAIN RANCH ROAD MAY BE ADJUSTED AS REQUIRED TO ACCOMMODATE TOPOGRAPHIC ISSUES OR ACCESS ONTO ALDER CREEK ROAD. ANY CHANGES SHALL BE SUBJECT TO BOISE COUNTY ORDINANCES AND AN AMENDMENT TO THE PLAT OF SOUTHFORK LANDING SUBDIVISION-PHASE I.
11. A PERMANENT ACCESS EASEMENT FOR INGRESS AND EGRESS IS PROVIDED AND SHOWN AS FREEDOM RANCH ROAD TO CONNECT THE 52.12 ACRES LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, OWNED BY BOX R LAND AND LIVESTOCK, INC. (ROGEE PROPERTY), ITS SUCCESSORS AND ASSIGNEES WITH ALDER CREEK ROAD.
12. LOT 57, BLOCK 7 IS SUBJECT TO A FUTURE RESIDENTIAL AND COMMERCIAL RE-SUBDIVISION.
13. THE CONSERVATION EASEMENT AGREEMENT BETWEEN THE STATE OF IDAHO DEPARTMENT OF LANDS AND EAGLE SPRINGS RANCH, LLC SHALL BE APPLICABLE TO ALL PLATS WITHIN THE SOUTHFORK LANDING PLANNED UNIT DEVELOPMENT.
14. THE LAND AREA HEREON IS FOR TAX PURPOSES ONLY.
15. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT THE PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.



• Landscape Architecture
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• Engineering
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Developer/Owner
Southfork Landing, Inc.
519 West Front Street
Boise, Idaho 83702

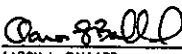
482 East Shore Drive,
Suite 100
Boise, Idaho 83616
Phone (208) 988-4041
Fax (208) 988-4445
www.thelandgroup.com

Plat Showing
SOUTHFORK LANDING SUBDIVISION-PHASE I

Situated in U.S. Government Lots 6 and 7, and the SW 1/4 of the SW 1/4 of Section 27, U.S. Government Lot 4 of Section 28, U.S. Government Lots 2 and 3, the SW 1/4 of the Northeast 1/4, the SE 1/4 of the NW 1/4, and the SE 1/4 of Section 34, U.S. Government Lots 5, 6 and 7, and the South 1/2 of the Southwest 1/4 of Section 35 Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2007

Certificate of Surveyor

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SOUTHFORK SUBDIVISION, INC. AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS THEREON AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.


AARON L. BALLARD



8-27-07
DATE

Certificate of County Assessor

I THE UNDERSIGNED, COUNTY ASSESSOR, IN AND FOR THE COUNTY OF BOISE, IDAHO, PER THE REQUIREMENTS OF IDAHO CODE, DO HEREBY CERTIFY THAT THIS PLATING IS ACCEPTABLE FOR ASSESSING AND TAX PURPOSES.

DATE _____ COUNTY ASSESSOR _____

Certificate of the Boise County Treasurer

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID THE NEXT THIRTY (30) DAYS ONLY.

BOISE COUNTY TREASURER _____

Certificate of Boise County Surveyor

I THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR BOISE COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

DATE _____ BOISE COUNTY SURVEYOR _____

Certificate of Boise County Recorder

STATE OF IDAHO)
COUNTY OF BOISE)
INSTRUMENT NUMBER _____

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ M THIS _____ DAY OF _____ A.D. 2007, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ THROUGH _____

DEPUTY
FEE: _____

EX-OFFICIO RECORDER _____

Approval of Boise County Commissioners

I, THE UNDERSIGNED, COUNTY COMMISSIONER IN AND FOR BOISE COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COUNTY COMMISSIONERS HELD ON THE _____ DAY OF _____, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

DATE _____ COUNTY COMMISSIONER _____

Certificate of County Engineer

I THE UNDERSIGNED, COUNTY ENGINEER IN AND FOR THE COUNTY OF BOISE, IDAHO, HEREBY APPROVE THIS PLAT OF SOUTHFORK LANDING SUBDIVISION-PHASE I.

DATE _____ COUNTY ENGINEER _____



• Landscape Architecture
• Civil Engineering
• Site Planning
• Off-Site Drainage Engineering
• Graphic Communication
• Land Surveying

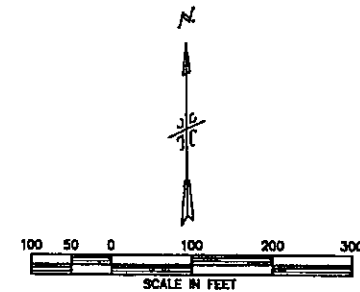
**Developer/Owner
Southfork Landing, Inc.**

519 West Front Street
Boise, Idaho 83702

482 East Shore Drive,
Suite 100
Eagle, Idaho 83615
Phone (208) 939-4041
Fax (208) 939-4446
www.thelandgroupinc.com

Plat Showing Southfork Landing Subdivision - Phase 2

Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2008



Sheet Index

SHEET 1 - OVERALL PLAT MAP
SHEET 2 - BLOCK 2 AND 11 SUBDIVISION PLAT MAP
SHEET 3 - BLOCK 1 AND 4 SUBDIVISION PLAT MAP
SHEET 4 - BLOCK 7 SUBDIVISION PLAT MAP
SHEET 5 - CURVE AND LINE TABLES AND PLAT NOTES
SHEETS 6-7 - OWNER'S CERTIFICATE AND ACKNOWLEDGEMENT
SHEET 8 - SIGNATURE PAGE

Legend

- ◆ FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- SET 5/8" X 30" STEEL PIN W/MPG MARKED "ALB PLS 12459"
- ▲ CALCULATED POINT, NOTHING FOUND OR SET
- 14 LOT NUMBER
- BLOCK 2 BLOCK NUMBER
- W/MPG WITH MAROON PLASTIC CAP
- BOUNDARY LINE
- PHASE 1 BOUNDARY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- PRIVATE ROAD BOUNDARY LINE
- PHASE 1 PRIVATE ROAD BOUNDARY LINE
- ROAD CENTERLINE
- SECTION LINE



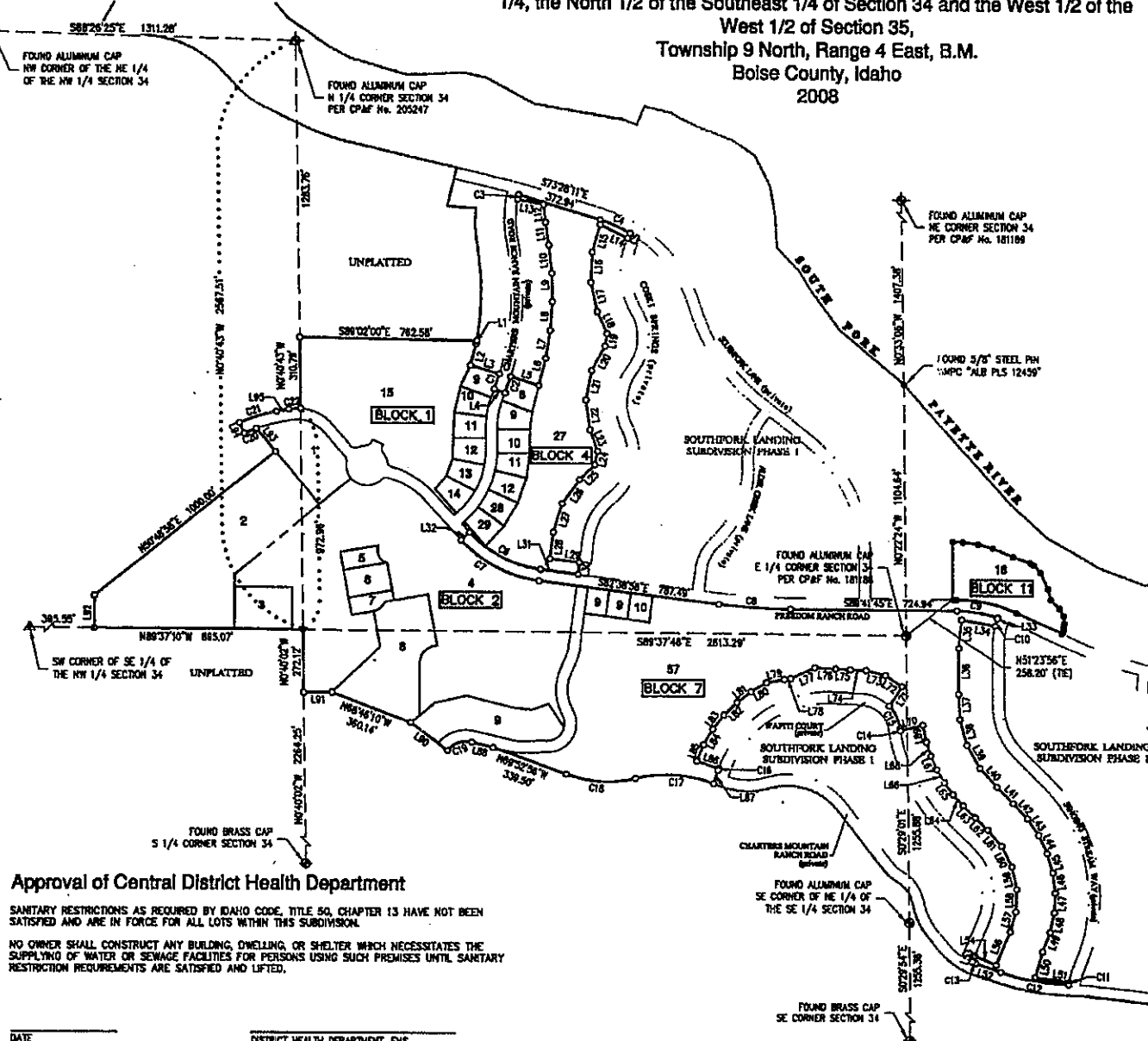
Landmark Architecture
Civil Engineering
Site Planning
Old Growth Irrigation
Engineering
Drainage Communication
Land Surveying

401 East Shore Drive, Suite 100
Coeur d'Alene, Idaho 83814
Phone 208.526.4444
Fax 208.526.4448
www.thelandgroup.com

Developer/Owner
Southfork Landing, Inc.

519 W. Front Street
Boise, Idaho 83702

08050 & \2008\08050\CAD\Survey Dwg\08050_FinPlat_Sht1.dwg Sheet 1 of 8



Approval of Central District Health Department

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR ALL LOTS WITHIN THIS SUBDIVISION.

NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHED WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

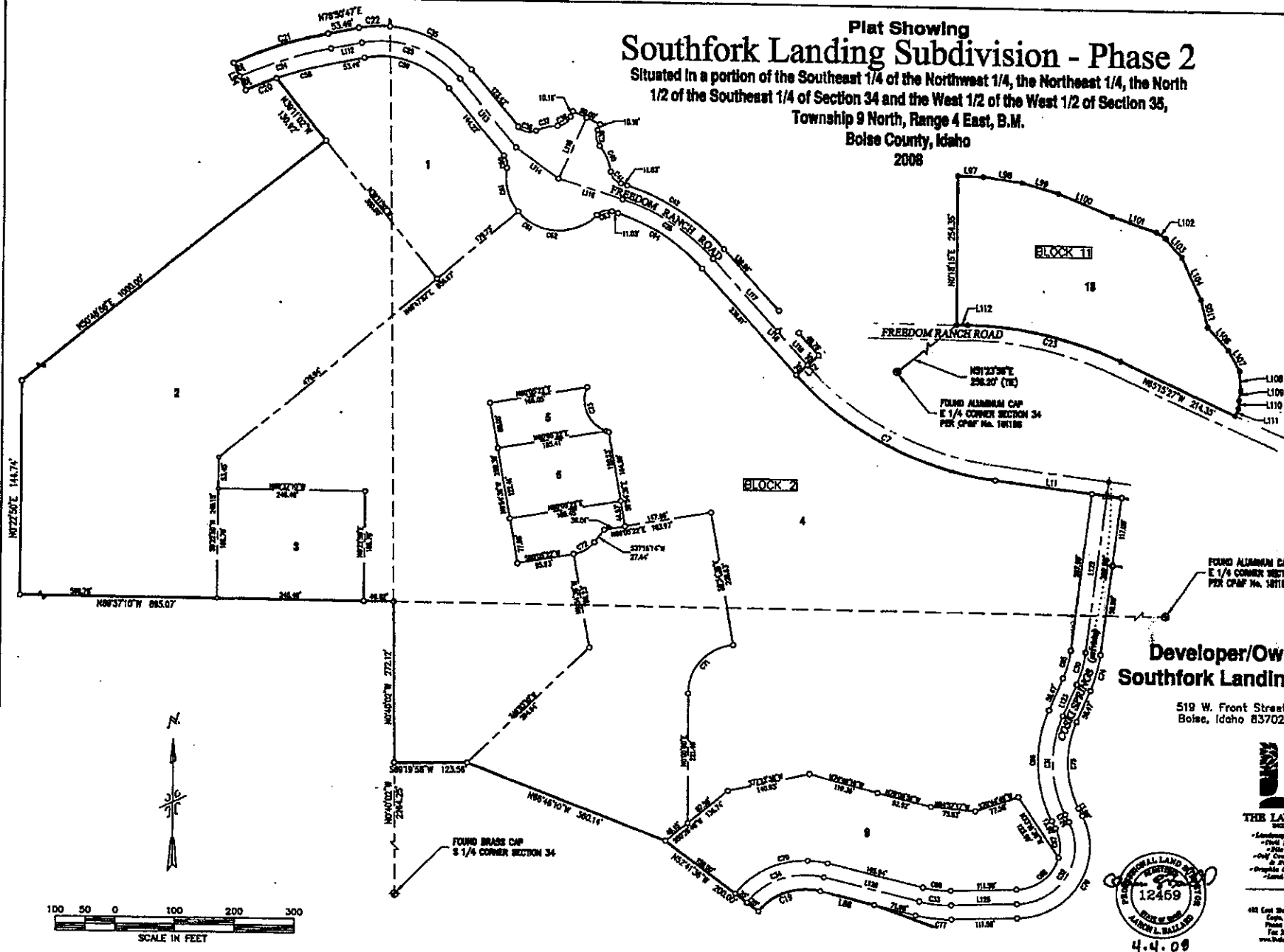
DATE _____ DISTRICT HEALTH DEPARTMENT, DHS

APPLICANT'S
Exhibit 3

Plat Showing Southfork Landing Subdivision - Phase 2

Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho

2008



Developer/Owner
Southfork Landing, Inc.

519 W. Front Street
Boise, Idaho 83702



• Landscape Architecture
• Civil Engineering
• Site Planning
• Civil Surveying
• Surveying
• Geomatics Engineering
• Land Surveying

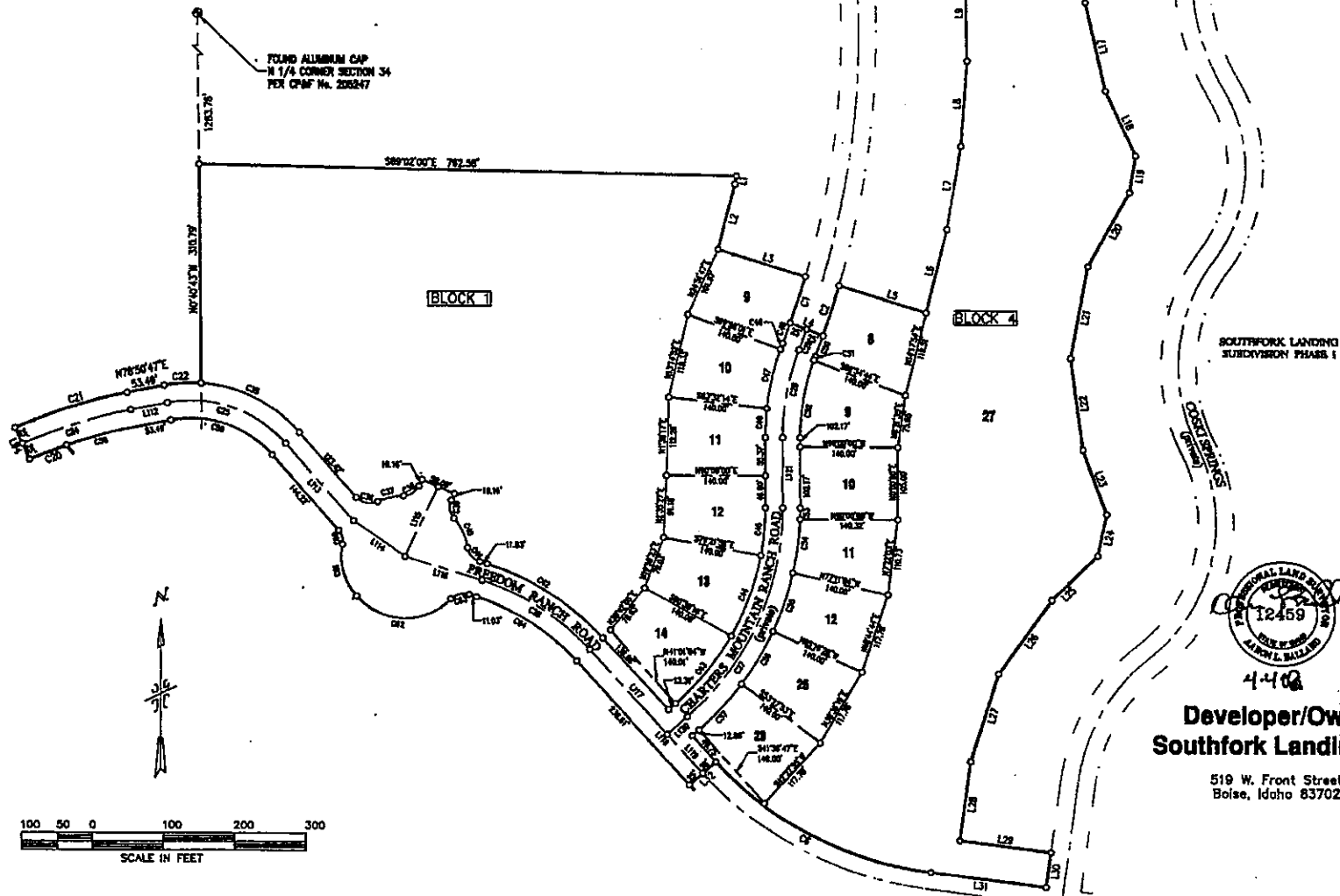
400 East Shore Drive, Suite 100
Coeur d'Alene, Idaho 83814
Phone 208.522.4000
Fax 208.522.4110
www.thelandgroup.com



4.4.08

Plat Showing Southfork Landing Subdivision - Phase 2

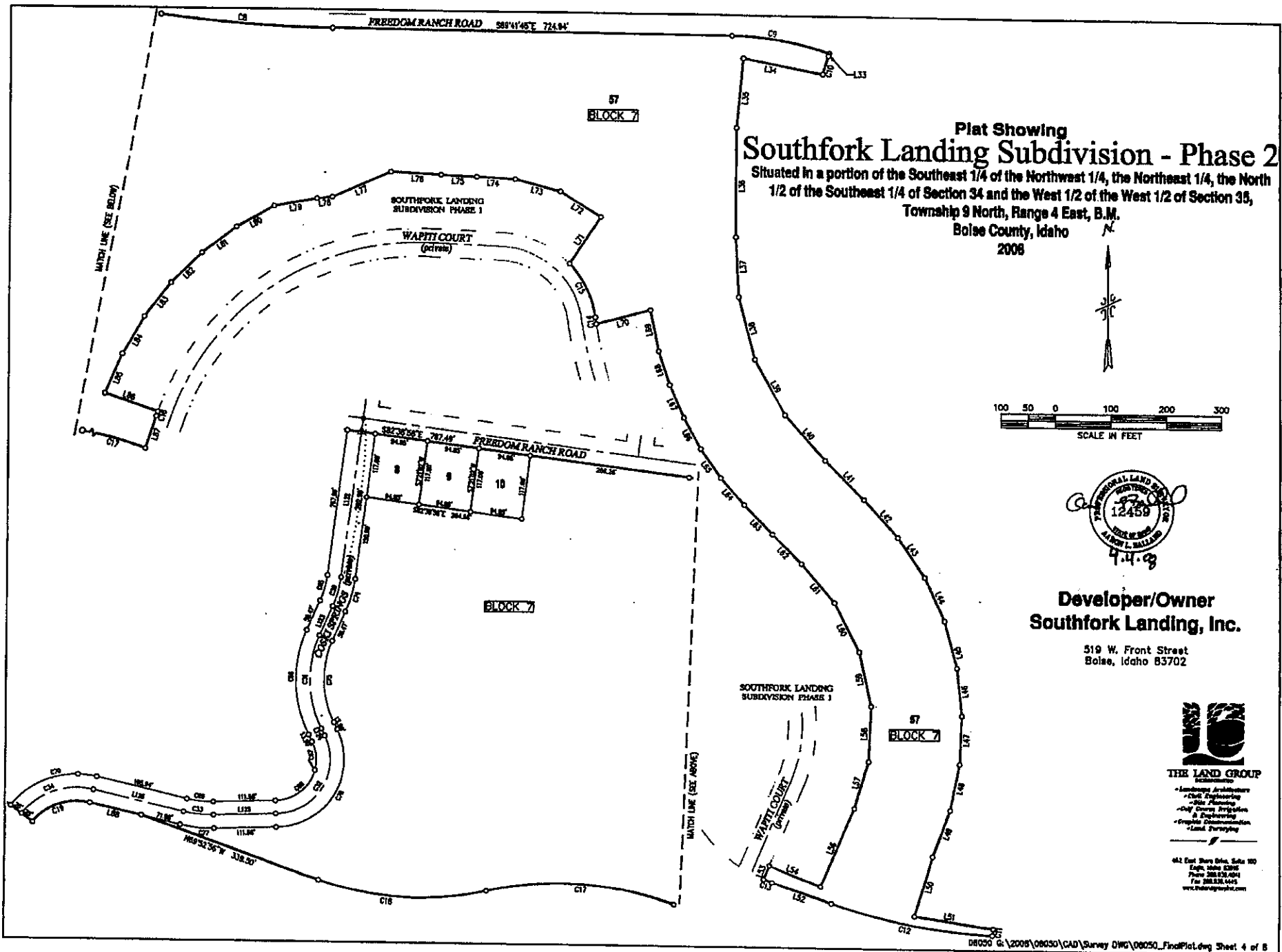
Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2008



Developer/Owner
Southfork Landing, Inc.

519 W. Front Street
Boise, Idaho 83702

THE LAND GROUP
10220000
• Landscape Architecture
• Civil Engineering
• Site Planning
• Self-Deserve Irrigation
• Engineering
• Graphic Communication
• Land Surveying
402 East Shore Drive, Suite 100
Coeur d'Alene, ID 83814
Phone 208.765.4700
Fax 208.765.4701
www.thelandgroup.com



**Plat Showing
Southfork Landing Subdivision - Phase 2**
 Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North
 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
 Township 9 North, Range 4 East, B.M.
 Boise County, Idaho
 2008

100 50 0 100 200 300
 SCALE IN FEET



**Developer/Owner
Southfork Landing, Inc.**

519 W. Front Street
 Boise, Idaho 83702

THE LAND GROUP
 INCORPORATED
 -Landmark Architecture
 -Civil Engineering
 -Site Planning
 -Civil Surveying
 -Graphic Communication
 -Land Surveying
 441 East Shore Blvd, Suite 100
 Boise, Idaho 83702
 Phone 208.333.4041
 Fax 208.333.4445
 www.thelandgroup.com

Plat Showing
Southfork Landing Subdivision - Phase 2
 Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North
 1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
 Township 9 North, Range 4 East, B.M.
 Boise County, Idaho
 2008

Line Table		
LINE	LENGTH	BEARING
L1	12.81	S81°40'W
L2	86.86	S14°21'W
L3	130.24	S72°38'W
L4	130.00	S89°35'W
L5	128.83	S73°06'W
L6	122.88	N14°24'W
L7	122.77	N87°03'W
L8	122.77	N87°03'W
L9	122.77	N87°03'W
L10	122.77	N87°03'W
L11	97.98	N87°03'W
L12	77.47	N54°01'W
L13	118.95	N78°15'W
L14	131.99	N43°35'W
L15	124.01	S17°07'W
L16	128.73	S29°38'W
L17	128.34	S17°07'W
L18	108.82	S24°31'W
L19	54.17	S82°38'W
L20	122.40	S89°44'W
L21	122.00	S11°07'W
L22	121.81	S73°30'W
L23	88.88	S80°08'W
L24	81.88	S12°05'W
L25	82.88	S45°33'W
L26	131.24	S30°17'W
L27	131.24	S37°42'W
L28	116.78	S71°04'W
L29	128.83	S82°38'W
L30	82.82	S71°04'W
L31	194.85	N62°38'W
L32	36.00	S47°48'W
L33	4.72	S44°38'W
L34	146.78	N79°35'W
L35	124.74	S67°08'W
L36	200.00	S01°17'W
L37	108.35	S23°01'W
L38	115.54	S14°07'W
L39	115.54	S28°13'W
L40	108.79	S41°35'W
L41	100.00	S44°22'W
L42	91.34	S42°01'W

Line Table		
LINE	LENGTH	BEARING
L43	87.72	S37°02'W
L44	87.72	S24°21'W
L45	87.84	S18°22'W
L46	87.80	S87°33'W
L47	87.72	S23°44'W
L48	87.72	S11°24'W
L49	81.88	S87°12'W
L50	118.00	S13°17'W
L51	146.00	S81°00'W
L52	114.11	N70°15'W
L53	27.82	N22°27'W
L54	108.00	S47°38'W
L55	137.51	N22°27'W
L56	98.28	N48°02'W
L57	108.27	N27°00'W
L58	108.27	N12°13'W
L59	108.27	N28°15'W
L60	108.27	N47°21'W
L61	83.05	N47°21'W
L62	71.00	N44°22'W
L63	74.48	N44°22'W
L64	84.77	N61°07'W
L65	84.77	N35°19'W
L66	84.77	N27°35'W
L67	84.77	N23°38'W
L68	84.77	N17°40'W
L69	74.78	N17°21'W
L70	108.35	S79°24'W
L71	101.00	N33°46'W
L72	88.33	N57°43'W
L73	85.06	N79°21'W
L74	70.88	N77°38'W
L75	85.00	N87°38'W
L76	88.84	N87°08'W
L77	115.08	S88°06'W
L78	27.82	S82°38'W
L79	78.81	S79°14'W
L80	78.80	S80°00'W
L81	78.80	S82°38'W
L82	78.80	S44°08'W
L83	78.80	S37°42'W
L84	78.80	S30°17'W
L85	78.80	S22°47'W

Line Table		
LINE	LENGTH	BEARING
L86	100.00	S70°35'W
L87	81.88	S18°07'W
L88	83.86	N78°09'W
L89	130.00	N52°11'W
L90	122.56	S47°35'W
L91	144.75	N22°27'W
L92	130.92	N30°11'W
L93	90.00	N24°17'W
L94	43.86	S88°00'W
L95	88.88	S81°32'W
L96	63.78	S74°27'W
L97	87.43	S87°12'W
L98	78.23	S70°11'W
L99	17.80	S58°38'W
L100	43.37	S48°00'W
L101	78.41	S84°01'W
L102	48.45	S12°33'W
L103	53.00	S42°17'W
L104	38.37	S88°40'W
L105	32.79	S14°38'W
L106	18.81	S10°08'W
L107	13.81	S2°08'W
L108	14.48	S84°43'W
L109	16.33	N88°41'W
L110	53.48	S78°35'W
L111	147.88	N48°38'W
L112	88.88	N84°05'W
L113	112.81	N24°27'W
L114	113.48	N22°27'W
L115	163.88	N42°09'W
L116	238.81	N42°09'W
L117	74.81	N42°09'W
L118	38.18	N47°33'W
L119	102.17	N0°00'W
L120	287.88	N72°00'W
L121	38.47	N23°35'W
L122	13.98	N28°35'W
L123	111.88	N88°13'W
L124	165.84	S78°04'W

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	81.02	123.00	313°42'	88.01	S18°27'36"W
C2	74.08	1275.00	317°40'	74.04	N18°25'00"W
C3	21.19	486.00	238°20'	21.18	N13°35'37"E
C4	143.01	575.00	141°52'	142.84	S84°08'40"E
C5	23.16	354.00	247°27'	23.15	S27°18'57"W
C6	253.97	308.00	40°33'48"	348.82	N42°22'30"W
C7	398.28	550.00	49°23'48"	391.28	S62°22'07"E
C8	318.54	2323.00	732°47'	318.54	S87°49'21"E
C9	188.11	578.00	175°38'	178.38	S89°13'20"E
C10	34.08	323.00	67°01'4"	34.04	S17°44'25"W
C11	12.30	323.00	210°00'	12.30	S73°35'56"W
C12	287.43	875.00	172°04'	294.28	N78°36'39"W
C13	16.72	275.00	328°03'	16.72	N48°30'44"W
C14	11.82	733.57	85°42'	11.82	N42°51'18"W
C15	188.81	178.00	205°11'2"	107.23	N25°52'40"W
C16	8.81	504.00	93°31'	8.81	S48°35'32"W
C17	343.53	573.00	341°53'	338.46	N98°15'34"W
C18	308.87	253.00	332°38'	302.58	N87°37'35"W
C19	116.12	100.00	88°31'45"	108.70	S70°34'18"W
C20	85.78	675.00	144°05'	85.78	S88°04'38"W
C21	188.22	723.00	138°10'	185.86	N72°18'42"E
C22	52.25	200.00	147°01'	52.11	N48°15'32"E
C23	288.88	633.00	247°04'	284.56	N72°28'36"W
C24	188.48	708.00	138°09'	180.14	S72°16'42"W
C25	184.82	175.00	80°32'36"	178.45	N09°32'35"W
C26	188.57	360.00	392°22'40"	183.40	N57°16'38"W
C27	248.11	488.00	482°53'	232.02	N41°11'36"E
C28	127.88	348.00	212°00'	128.74	N10°44'30"E
C29	38.81	220.00	134°10'	38.88	N38°04'30"E
C30	56.97	200.00	147°00'	56.79	N122°20'06"E
C31	173.88	200.00	48°30'06"	188.53	N12°15'37"E
C32	200.18	180.00	114°14'48"	188.38	N09°53'36"E
C33	26.81	200.00	19°38'18"	26.80	S85°57'28"E
C34	148.14	125.00	96°34'45"	137.12	N70°34'18"E
C35	138.08	200.00	45°34'28"	134.92	N62°27'49"W
C36	38.78	23.00	78°07'38"	38.48	N17°18'26"E
C37	37.38	88.00	241°18'	37.38	S78°21'07"W
C38	23.82	23.00	63°38'06"	26.48	N58°27'19"E
C39	27.82	23.00	63°38'06"	26.48	S73°13'27"E
C40	48.22	88.00	310°04'	47.83	N24°00'07"W
C41	27.82	23.00	63°38'06"	26.48	S48°28'21"E

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C42	188.82	375.00	392°45'	188.50	N57°18'30"W
C43	128.38	388.00	193°00'	125.78	N38°51'17"E
C44	124.18	388.00	184°42'	123.55	N18°38'25"E
C45	78.57	388.00	178°00'	78.42	N57°06'01"E
C46	61.17	388.00	62°14'	61.15	S31°33'57"W
C47	84.47	388.00	173°14'	84.23	N53°13'52"E
C48	8.24	388.00	127°01'	8.24	N28°45'28"E
C49	28.38	1225.00	128°10'	28.99	N28°46'30"E
C50	31.22	1275.00	128°10'	31.22	N28°46'30"E
C51	118.11	318.00	212°00'	117.42	N10°44'30"E
C52	118.11	318.00	212°00'	117.42	N10°44'30"E
C53	363.32	430.00	483°53'	362.52	N41°11'36"E
C54	363.32	430.00	483°53'	362.52	N41°11'36"E
C55	363.32	430.00	483°53'	362.52	N41°11'36"E
C56	363.32	430.00	483°53'	362.52	N41°11'36"E
C57	363.32	430.00	483°53'	362.52	N41°11'36"E
C58	363.32	430.00	483°53'	362.52	N41°11'36"E
C59	158.90	188.00	80°32'36"	159.23	N70°32'35"W
C60	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C61	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C62	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C63	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C64	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C65	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C66	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C67	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C68	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C69	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C70	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C71	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C72	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C73	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C74	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C75	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C76	22.53	23.00	81°38'18"	21.78	N14°17'27"W
C77	22.53	23.00	81°38'18"	21.78	N14°17'27"W

Notes

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHFORK LANDING.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION, INCLUDING LOT 15, BLOCK 1, LOT 9, BLOCK 2 AND LOT 57, BLOCK 7 ARE SUBJECT TO A FUTURE RESIDENTIAL AND COMMERCIAL RE-SUBDIVISION.
- BOISE COUNTY ASSUMES NO RESPONSIBILITY FOR MAINTENANCE OF PRIVATE COMMON USE ROADS PLATTED HEREON. SUBJECT TO ORDINANCE, NO COUNTY SERVICES (EXCEPT EMERGENCY IN NATURE) WILL BE APPROVED FOR SAID PRIVATE COMMON USE ROADS. THE MAINTENANCE AND SHOW REMOVAL FROM THESE ROADS SHALL BE THE RESPONSIBILITY OF THE SOUTHFORK LANDING HOMEOWNERS ASSOCIATION AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHFORK LANDING.
- UTILITY AND DRAINAGE EASEMENTS ALONG SAID PRIVATE COMMON USE ROADS MAY BE USED AS A ROAD RIGHT-OF-WAY EASEMENT AND SHOW STORAGE.
- DAMAGE TO LANDSCAPE FROM WILD ANIMALS SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER AND SHALL NOT BE THE RESPONSIBILITY OF THE STATE OF IDAHO OR BOISE COUNTY. NEITHER BOISE COUNTY NOR THE STATE OF IDAHO WILL BE LIABLE FOR WILDLIFE DEPRECIATION.
- A 12-FOOT DRAINAGE, UTILITY AND SLOPE EASEMENT EXISTS INSIDE ALL LOT LINES ALONG ROADS: A 12-FOOT DRAINAGE AND UTILITY EASEMENT EXISTS ALONG THE SUBDIVISION BOUNDARY, AND A 12-FOOT DRAINAGE AND UTILITY EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES.
- ALL ROADS LABELED AS "PRIVATE" WITHIN THE PLAT ARE PRIVATE COMMON USE ROADS.
- A PERMANENT ACCESS EASEMENT FOR EXPRESS AND EGRESS, FOR INSTRUMENT No. 218102, IS PROVIDED AND SHOWN AS FREEDOM RANCH ROAD TO CONNECT ALDER CREEK ROAD AND THE 52.12 ACRES LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, OWNED BY BOX R LAND AND LIVESTOCK, INC. (BOODE PROPERTY), ITS SUCCESSORS AND ASSIGNEES.
- THE CONSERVATION EASEMENT AGREEMENT BETWEEN THE STATE OF IDAHO DEPARTMENT OF LANDS AND EAGLE SPRINGS RANCH, LLC SHALL BE APPLICABLE TO ALL PLATS WITHIN THE SOUTHFORK LANDING PLANNED UNIT DEVELOPMENT.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT THE PRIOR APPROVAL OF APPROPRIATE HEALTH AUTHORITY AND THE BOISE COUNTY COMMISSIONERS.



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2008

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4.4.08

Plat Showing
Southfork Landing Subdivision - Phase 2

Sited in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North
1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,

Township 9 North, Range 4 East, B.M.

Boise County, Idaho

2008

Certificate of Owner's - Continued

WHEREBY THE TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE SOUTH ONE SIXTEENTH CORNER, THENCE FOLLOWING THE WESTERLY LINE OF SAID SECTION, NORTH 09°28'01" WEST A DISTANCE OF 1,255.00 FEET TO A FOUND ALUMINUM CAP MARKING THE WEST ONE QUARTER CORNER OF SAID SECTION 35, THENCE LEAVING SAID WESTERLY LINE, NORTH 51°23'30" EAST A DISTANCE OF 254.35 FEET TO A SET 5/8-INCH STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF FREEDOM RANCH ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 09°16'15" EAST A DISTANCE OF 254.35 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 88°36'01" EAST A DISTANCE OF 43.86 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 81°32'21" EAST A DISTANCE OF 84.85 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 74°27'47" EAST A DISTANCE OF 63.78 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 87°10'22" EAST A DISTANCE OF 17.45 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 70°41'23" EAST A DISTANCE OF 79.23 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 84°36'30" EAST A DISTANCE OF 17.85 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 40°48'38" EAST A DISTANCE OF 42.27 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 24°40'14" EAST A DISTANCE OF 78.41 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 13°53'55" EAST A DISTANCE OF 48.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 42°40'05" EAST A DISTANCE OF 53.80 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 58°45'09" EAST A DISTANCE OF 36.27 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 63°48'53" EAST A DISTANCE OF 38.79 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 10°00'01" WEST A DISTANCE OF 16.81 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 82°50'49" WEST A DISTANCE OF 13.83 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 24°44'33" WEST A DISTANCE OF 14.40 FEET TO A SET 5/8-INCH STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY OF FREEDOM RANCH ROAD;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, NORTH 85°52'37" WEST A DISTANCE OF 214.35 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, S84.58 FEET FOLLOWING THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 823.00 FEET, A CENTRAL ANGLE OF 29°21'11", A CHORD BEARING OF NORTH 77°28'38" WEST AND A CHORD DISTANCE OF 34.50 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY, NORTH 88°41'45" WEST A DISTANCE OF 18.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 38.45 ACRES, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS AND PRIVATE ROADS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE SOUTHFORK LANDING HOME OWNERS ASSOCIATION WHICH WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID WATER SYSTEM.

THE OWNER ALSO INTENDS TO COMPLY WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3602(1)(b). THE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE SOUTHFORK HOME OWNERS ASSOCIATION.

Acknowledgment

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LORI BARNES GROWER KNOWN OR IDENTIFIED TO ME TO BE AUTHORIZED REPRESENTATIVE OF THE BARNES VENTURES, INC. AND ACKNOWLEDGED TO ME THAT THE SAID BARNES VENTURES, INC. 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.

RESIDING AT _____
MY COMMISSION EXPIRES _____

NOTARY PUBLIC FOR STATE OF _____

EAGLE SPRINGS RANCH, LLC
BY: SOUTHFORK LANDING, INC., MEMBER
BY: T. ERIC OAKS, PRESIDENT, SOUTHFORK LANDING, INC.

BARNES VENTURES, INC.
BY: LORI BARNES GROWER, AUTHORIZED REPRESENTATIVE

Acknowledgment

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED T. ERIC OAKS, PRESIDENT OF SOUTHFORK LANDING, INC. KNOWN OR IDENTIFIED TO ME TO BE THE MEMBER OF THE EAGLE SPRINGS RANCH, LLC, AND ACKNOWLEDGED TO ME THAT SAID EAGLE SPRINGS RANCH, LLC 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 STATE OF _____ RESIDING AT _____
MY COMMISSION EXPIRES _____



4.4.08



Plat Showing
Southfork Landing Subdivision - Phase 2
Situated in a portion of the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4, the North
1/2 of the Southeast 1/4 of Section 34 and the West 1/2 of the West 1/2 of Section 35,
Township 9 North, Range 4 East, B.M.
Boise County, Idaho
2008

Certificate of Surveyor

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SOUTHFORK LANDING SUBDIVISION - PHASE 2, AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS THEREON AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

8300
AARON L. BALLARD



4-4-08

DATE

Certificate of County Assessor

I, THE UNDERSIGNED, COUNTY ASSESSOR, IN AND FOR THE COUNTY OF BOISE, IDAHO, PER THE REQUIREMENTS OF IDAHO CODE, DO HEREBY CERTIFY THAT THIS PLATTING IS ACCEPTABLE FOR ASSESSING AND TAX PURPOSES.

DATE

COUNTY ASSESSOR

Certificate of the Boise County Treasurer

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 50-1306, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

BOISE COUNTY TREASURER

Certificate of Boise County Surveyor

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR BOISE COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

DATE

BOISE COUNTY SURVEYOR

Certificate of Boise County Recorder

STATE OF IDAHO)
COUNTY OF BOISE)
INSTRUMENT NUMBER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT
_____ MINUTES PAST _____ O'CLOCK _____ IN THIS _____ DAY OF _____ A.D.
2008, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ THROUGH _____

DEPUTY
FEE: _____

EX-OFFICIO RECORDER

Approval of Boise County Commissioners

I, THE UNDERSIGNED, COUNTY COMMISSIONER IN AND FOR BOISE COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COUNTY COMMISSIONERS HELD ON THE _____ DAY OF _____, 2008, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

DATE

COUNTY COMMISSIONER

Certificate of County Engineer

I, THE UNDERSIGNED, COUNTY ENGINEER IN AND FOR THE COUNTY OF BOISE, IDAHO, HEREBY APPROVE THIS PLAT OF SOUTHFORK LANDING SUBDIVISION-PHASE 1.

DATE

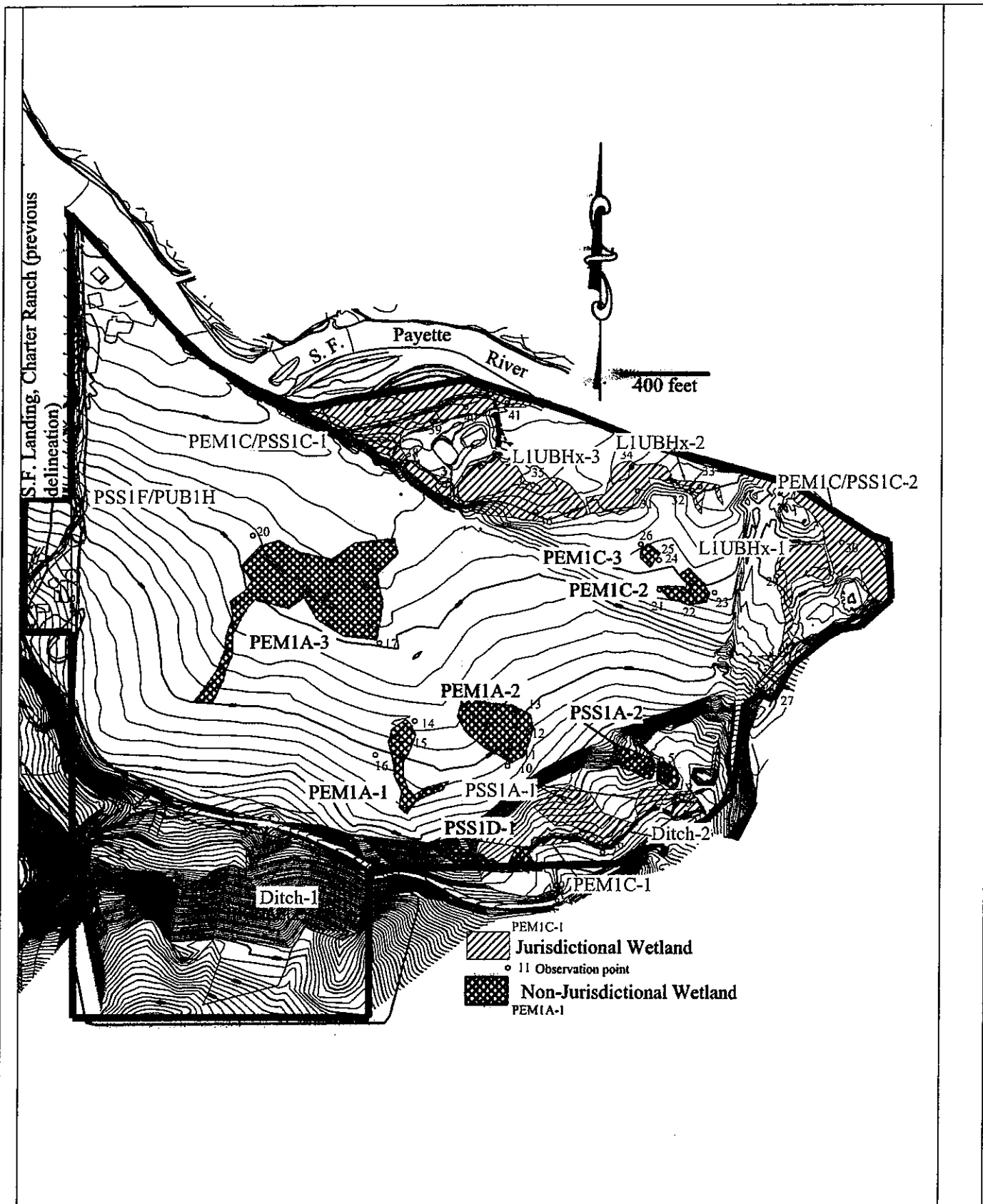
COUNTY ENGINEER



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Property Owner:
 Dynamis Group, LP
 82 E. State Street, Suite B
 Eagle, Idaho 83616
 (208) 938-4990

Prepared by:
 Resouce Systems, Inc.
 10306 Harvester Dr.
 Boise, Idaho 83709

Hydric soils mapping by:
 Associated Earth
 Sciences, Inc.
 6238 Edgewater Drive
 Boise, Idaho 83709

**Southfork Landing
 (Freedom Ranch)
 Wetland Delineation**

December 20, 2006

Figure 2

Instrument # 216426

IDAHO CITY, BOISE COUNTY, IDAHO

2007-10-11 02:49:23 No. of Pages: 90

Recorded for: SPINK BUTLER, LLP

CONSTANCE SWEARINGEN

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

Fee: 270.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTHFORK LANDING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHFORK LANDING is made this 21st day of September, 2007, by EAGLE SPRINGS RANCH, LLC, an Idaho limited liability company, and BARNES VENTURES, INC., an Idaho corporation.

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ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Southfork Landing (the "**Declaration**"), as the Declaration may be amended from time to time, is the property legally described in **Exhibit A**, attached hereto and made a part hereof, which property consists of approximately 868 acres approved by Boise County for the development of residential and commercial units (sometimes referred to herein as "**Southfork Landing**"). Grantor intends to develop the Property in several development Phases, defined below. Each Phase and all property made subject to this Declaration shall be referred to as the "**Property**." Unless and until a Supplemental Declaration is recorded with the Boise County Recorder's Office, no property located within Southfork Landing or otherwise shall be subject to this Declaration. Each Owner, by accepting a deed to any portion of the Property, acknowledges and agrees that Grantor is under no obligation to subject any specific portion of Southfork Landing to this Declaration.

1.2 Mixed-Use Development. Southfork Landing is presently planned as a mixed-use development that Grantor currently intends to develop in accordance with existing development approvals obtained by Grantor from Boise County, or any other development plan(s) for which Grantor may from time to time obtain approval from Boise County (collectively, the "**Development Plan**"). The Property may be developed for homes, Common Area (defined below) and commercial uses. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, sometimes referred to herein as the "**Restrictions**") that will apply to the entire development and use of any and all portions of the Property, and any other property annexed into Southfork Landing, as provided further herein. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of Common Area in a cost effective and administratively efficient manner. Each Owner, by acceptance of a deed or other conveyance of title to Building Lot or any portion of the Property, and/or by acceptance of a lease or other rental agreement in connection with any portion of the Property, hereby covenants, promises and agrees to be bound by and to comply in all respects with all provisions of this Declaration, as amended and/or supplemented from time to time, the Articles and Bylaws of any applicable Association, the Design Guidelines and all rules and regulations promulgated pursuant to any of the above.

1.4 No Recordation. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Grantor's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Grantor. This section may not be amended without the written consent of Grantor. The rights contained in this section shall terminate upon the earlier of: (a) twenty (20) years from the date this Declaration is recorded; or (b) upon recording by Grantor of a written statement that all construction, sales and/or leasing activity by Grantor in connection with Southfork Landing has ceased.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property subjected to this Declaration through a Supplemental Declaration, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein: (a) shall run with the land

constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (b) shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and (c) shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, any grantee or grantee's successors, any Owner or Owner's successors, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, defined below, this Declaration shall control.

Notwithstanding the foregoing, until one hundred percent (100%) of all the Building Lots in the Property and Southfork Landing are transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and Southfork Landing, including any subdivision or resubdivision of the Property and Southfork Landing, and to construct improvements thereon, nor Grantor's right to use and to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property and Southfork Landing, including the Common Area, recreational facilities, and/or any public and/or private right-of-way, nor Grantor's right to post signs incidental to construction, sales and/or leasing. Grantor and authorized marketing agents and builders shall have license for access to and use of such location and facilities. Grantor has no duty or obligation to develop the Property and Southfork Landing in any specific manner or with any particular use, regardless of any drawings, depictions, presently proposed plans or the Development Plan.

ARTICLE III: DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of an Association.

3.2 "Assessments" shall mean those payments required of Owners who are Association Members, including Regular Assessments, Special Assessments and Limited Assessments. An Association shall have the right to require assessments from Members.

3.3 "Association" shall mean an Idaho nonprofit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in Grantor's discretion, to name an Association with a name which fairly reflects an Association's purpose. For purposes of this Declaration, "Association" shall include the term "Master Association" or "Local Association," as the context may dictate.

3.4 "Association Rules" shall mean those rules and regulations that may be promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of that Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.5 "Board" shall mean the duly qualified Board of Directors, or other governing board or individual, if applicable, of an Association.

3.6 "Building Envelope" shall mean the area within a Building Lot within which a principal structure and accessory structures must be located, always subject to the prior written approval of the Design Committee. Building Envelopes, if any, shall be designated by Grantor by describing such an area on a recorded Plat, reserving Building Envelopes in a deed or other instrument, or by designating Building Envelopes as such in this Declaration, any Supplemental Declaration or the Design Guidelines. If a Building Envelope is not so designated within a Building Lot, then the Building Envelope shall be that portion of the Building Lot located inside the legal setback areas.

3.7 "Building Lot" shall mean a lot within Southfork Landing as specified or shown on the Plat upon which improvements may be constructed. The term "Building Lot" shall not include any Common Area. The term "Building Lot" shall include Condominium Units.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Common Area and may include, without limitation, all such parcels that are designated as private streets or drives, parking areas or drives, common open space, park areas, common landscaped areas, storage facilities, mailboxes, recreational facilities, other amenities and facilities. Common Area may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving Common Area in a deed or other instrument, or by designating Common Area as such in this Declaration or in any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.10 "Common Expenses" shall mean the actual and estimated expenses incurred or anticipated to be incurred by an Association for the general benefit of all Members, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the Bylaws, and the Articles.

3.11 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property and Southfork Landing. Such standard may be more specifically determined by the Board and/or the Design Committee.

3.12 "Condominium Association" shall mean the condominium owners' association to be formed with respect to Condominium Units pursuant to the Idaho Condominium Property Act, Idaho Code Section 55-1501, *et seq.*, as amended.

3.13 "Condominium Class A Members" shall mean the Owners of Condominium Units.

3.14 "Condominium Documents" shall mean the declaration, bylaws, and other instruments governing the organization and administration of the condominium project formed or to be formed within the Property.

3.15 "Condominium Unit" shall mean a condominium unit within the Property created in accordance with the Idaho Condominium Property Act.

3.16 "Conservation Area" or "Conservation Easement" shall mean that portion of the Property either described as such on a Plat or as described as such in a document recorded with the Boise County Recorder's Office. CONSERVATION AREA(S) ARE NOT COMMON AREA.

3.17 "Contribution Agreement" shall mean that certain Contribution Agreement by and between Grantor and Garden Valley School District #71, a copy of which is attached hereto as Exhibit B.

3.18 "County" shall mean Boise County, Idaho.

3.19 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Southfork Landing as the Declaration may be amended and/or supplemented from time to time.

3.20 "Default Rate" shall mean interest at the rate of two percent (2%) over the prime rate, as quoted by the largest commercial bank in Boise, Idaho, as measured by assets held in Idaho.

3.21 "Design Committee" shall mean the Design Committee created by Grantor pursuant to this Declaration.

3.22 "Design Guidelines" shall mean the design guidelines and rules promulgated, published, amended and/or supplemented from time to time pursuant to this Declaration.

3.23 "First Mortgage" shall mean any Mortgage which is not subordinate to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

3.24 "Grantor" shall mean Eagle Springs Ranch, LLC, an Idaho limited liability company, and Barnes Ventures, Inc., an Idaho corporation, or their successors in interest, or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer to individual Building Lot Owners, by Grantor or their successors.

3.25 "Guest House" shall mean an accessory residential structure with no more than two (2) stories, constructed in compliance with all applicable governmental laws, rules and regulations. The Guest House may be attached to the principal residential structure.

3.26 "Improvements" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, residential structures, fences, streets, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscape, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original Improvements existing on the Property on the date hereof and all later changes and Improvements thereto. Improvement does not include turf, shrub, or tree maintenance or replacement. Improvement does include both new construction and any subsequent exterior improvements.

3.27 "Irrigation System" shall mean any system designed to deliver non-potable water to Owners for irrigation of their landscaped areas on their Building Lots and to an Association for irrigation of the Common Area, and may include, without limitation, pumps, pipes, treatment packages, detention and/or retention pond(s), and other system equipment.

3.28 "Limited Assessment" shall mean a charge against a particular Owner, and such Owner's Building Lot, directly attributable to such Owner, equal to the cost incurred by an Association in connection with corrective action performed pursuant to the provisions of this Declaration and/or any Supplemental Declaration, including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner's Building Lot and/or Improvements in proper repair, and including interest thereon as provided in this Declaration and/or a Supplemental Declaration, if applicable.

3.29 "Local Association" shall mean and refer to any profit or not for profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established by Grantor pursuant to the terms of this Declaration or a Supplemental Declaration.

3.30 "Majority In Interest" shall mean fifty-one percent (51%) or more of the class of membership in question.

3.31 "Master Association" shall mean and refer to Southfork Landing Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.32 "Member" shall mean each Owner holding a membership in an Association, including Grantor.

3.33 "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

3.34 "Occupant" shall mean any resident or occupant of a Building Lot other than the Owner, including, without limitation, family members, guests, invitees and/or tenants.

3.35 "Owner" shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

3.36 "Person(s)" shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

3.37 "Phase" shall mean a defined portion of the Property which has been designated as a Phase by Plat and/or recorded Supplemental Declaration. Each Phase shall contain one or more Building Lots, and may, in Grantor's discretion, be managed to the extent permitted herein, or by Supplemental Declaration.

3.38 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded in the Boise County Recorder's Office, Boise County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.39 "Private Amenities" shall mean certain real property and any facilities, structures and Improvements located thereon that are privately owned and operated by Persons other than Grantor or an Association, for recreational or related purposes. No Person shall possess any right to enter onto or use Private Amenities by virtue of ownership or occupancy of a Building Lot or Condominium Unit or membership in an Association. Rights to use Private Amenities will be granted only to such Persons, and on such terms and conditions, as may be determined by the Owners of such Private Amenities. Such Owners shall have the right in their sole and absolute discretion and without notice to amend or waive the terms and conditions of use of such Private Amenities.

3.40 "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, any Supplemental Declaration(s), Articles and Bylaws of an Association, the Plat, the Design Guidelines and any other procedures, rules or regulations under such documents by Grantor, an Association and/or the Design Committee.

3.41 "Property" shall mean those portions of the real property and Improvements thereon made subject to this Declaration, including, without limitation, each lot, Building Lot, parcel and portion thereof and interest therein.

3.42 "Regular Assessment" shall mean the portion of the cost of designing, constructing, maintaining, improving, repairing, managing and/or operating all Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association, which costs and assessments are levied against the Building Lot of each Owner by an Association, pursuant to the terms of this Declaration and/or a Supplemental Declaration.

3.43 "Riparian Easement Area" shall mean any portion of the Property located within five (5) feet of any Waterway, including those areas that may be shown as such on the Plat.

3.44 "Sewer System" shall mean any system designed to deliver sanitary sewer service to Owners, and may include, without limitation, pumps, pipes, treatment packages, detention and/or retention pond(s), and other system equipment

3.45 "Special Assessment" shall mean that portion of the cost of the capital improvements or replacements, equipment purchases and/or shortages in Regular Assessments which

are authorized to be paid by each Owner to an Association pursuant to the provisions of this Declaration, or a Supplemental Declaration, if applicable.

3.46 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that may be adopted by Grantor or its successors with respect to any portion of the Property.

3.47 "Water System" shall mean any system designed to deliver potable water to Owners for culinary and other ordinary domestic household purposes, including irrigation of individual Building Lots, and may include, without limitation, source(s) of water supply, any water and water rights, including groundwater and groundwater rights, ditch and ditch rights, and storage and storage rights owned by Grantor, well lot(s), pumps, regulators, pipes and other delivery system equipment and infrastructure.

3.48 "Waterway" shall mean any surface water amenity, including, without limitation, any Lake, pond, stream, canal, lateral, or reservoir, natural or artificial which is located on the Property.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements – Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration and to maintain the Community-Wide Standard. Specific design and construction guidelines are contained in the Design Guidelines. The Design Guidelines and the general instructions set forth in this Declaration shall govern the right of an Owner, exempting Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or to make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or above the Property, including, without limitation, any Building Lot. All Improvements by any Owner, exempting Grantor, must be pre-approved in writing by the Design Committee prior to such Owner's construction or reconstruction, as the case may be.

No Building Lot shall be improved except as permitted under the Design Guidelines. This Declaration is not intended to serve as authority for the Design Committee to control the interior layout or design of structures except to the extent incidentally necessitated by use, size and height restrictions. This Declaration is intended to serve as authority for the Design Committee to use its judgment to see that all Improvements conform and harmonize with external design, quality and type of construction, architectural character, materials, color, location on the Property, height, grade and finished ground elevation, natural conditions, landscape, and all aesthetic considerations as set forth in this Declaration and in the Design Guidelines.

4.1.1 Design Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and site plan have been reviewed in advance by the Design Committee, and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including mandatory roofing materials), physical or aesthetic impacts on other properties (including Common Area), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors in connection with the Community-Wide Standard that the Design Committee in its reasonable discretion, deem relevant.

4.1.2 Setbacks and Heights. No residential or other structure shall be placed outside of the Building Envelope or built higher than permitted by governmental approvals and/or the Design Committee.

4.1.3 Accessory Structures. No detached storage sheds shall be allowed on any residentially-improved Building Lot without the prior written consent of the Design Committee. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall be allowed without the prior written consent of the Design Committee. Basketball courts, backboards, or portable basketball devices, large play equipment including, without limitation, swing sets and trampolines, shall be allowed only with the prior written consent of the Design Committee, and, if so approved, only in the side yard or back yard of any residential Building Lot, provided that such equipment does not promote noise or other nuisance that is offensive or detrimental to other Property in the vicinity of the Building Lot or offensive or detrimental to the Occupants of such other Property.

4.1.4 Garages. All single-family residential structures shall have an attached enclosed garage that holds at least one (1) vehicle and shall be constructed of the same materials and with similar colors and design as the residential structure. Garages shall not be used as living quarters; provided, however, additional living space may be constructed and occupied over a garage so long as the entrance to such area is from within the existing residential structure; such additional living space shall not be considered to be part of the garage. The interior of all garages shall be finished including, without limitation, sheetrock taped, and interior walls textured and painted. Garages shall be used primarily for parking of vehicles; and in no case shall a garage be used as storage such that no space is left for the parking of vehicles in the garage.

4.1.5 Driveways. All access driveways shall have a wearing surface of concrete or other hard surface materials (except for asphalt), and shall be properly graded to assure proper drainage. All such driveway entrances and driveways shall be accented with at least a decorative border application such as concrete pavers or washed or colored concrete. No parking pads shall be permitted on any Building Lot.

4.1.6 Fencing. It is Grantor's desire to create and maintain an open, spacious and natural appearance for Southfork Landing and, therefore, fencing shall be minimal as set forth herein and/or in the Design Guidelines. No fence or hedge situated anywhere upon a Building Lot shall be permitted without the approval of the Design Committee. To ensure that Grantor's desire of creating an open, spacious and natural setting is realized, all permitted fencing, where possible, shall be screened by landscape and other softscape; provided, however, it shall be the preference of Grantor or the Design Committee that, where possible, trees, shrubs, hedges and other landscape be used on a Building Lot in lieu of fencing, and to screen hard surface, dog runs and other non-aesthetic areas. Notwithstanding anything herein to the contrary, a fence constructed immediately adjacent to a swimming pool for the purpose of safety may be at a height required by applicable government agencies and/or the Owner's liability insurer(s). No fencing of any kind are allowed on Common Area.

4.1.7 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Each Building Lot shall include, as part of its landscape plan, the placement of a photo-sensitive light in the front yard of a type and size approved by the Design Committee and situated on a column or other structure approved by the Design Committee. Fixtures, standards and all exposed accessories shall be harmonious with building design, restrained in design, excessive brightness avoided with the use of shielded luminaries directed at an angle forty-five degrees or greater and shall be as approved by the Design Committee.

4.2 Exterior Maintenance; Owner's Obligation. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscape, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Building Lot, an Association, upon thirty (30) days' prior written notice to the Owner of such Building Lot, shall

have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse an Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending Building Lot shall be personally liable for the payment of such Limited Assessment, and such Owner's Building Lot may be subject to a lien for all costs and expenses incurred by an Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, if any. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

4.3 Landscape. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Design Committee. All landscape shall be planted within thirty (30) days after construction of structure(s) is completed, weather permitting. If Grantor or an affiliate of Grantor constructs the structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the structure. The Owner is then responsible for completing the balance of the Building Lot landscape within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions on the landscape deadlines to any party for up to ninety (90) days. Prior to construction of improvements, the Owner shall provide adequate irrigation and maintenance of existing trees and landscape, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. In order to protect all Waterways in Southfork Landing, under no circumstances shall fertilizers, pesticides, herbicides or other chemicals be placed in, or allowed to flow into, any Waterway.

----- Each Owner has an obligation at all times to prevent the spread of noxious weeds, including those so designated by the State of Idaho and as set forth in the Design Guidelines. In the event that any Owner shall fail to install and maintain landscape, or shall allow such Owner's landscape to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, including, without limitation, the spread of noxious weeds, an Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse an Association for the cost thereof. Such costs shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending Building Lot shall be personally liable for the payment of such Limited Assessment, and such Owner's Building Lot may be subject to a lien for all costs and expenses incurred by an Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, if any. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

The Board and/or Design Committee may adopt rules regulating landscape permitted and required around the Waterways. In the event that any Owner shall fail to install and maintain landscape in conformance with such rules or shall allow such Owner's landscape to deteriorate to a dangerous, unsafe, unsightly or unattractive condition or shall reduce the flow of any Waterway, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse an Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in this Declaration.

4.4 Nuisances. No rubbish or debris of any kind shall be buried, burned, placed or otherwise permitted to accumulate anywhere upon the Property, including Common Area or Building Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Owners or Occupants, or to any other property in the vicinity thereof or to its owners or occupants. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the

Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Design Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property.

4.5 Trade or Business. An Owner or Occupant of a Building Lot may conduct trade or business activity in or from such Owner's or Occupant's Building Lot so long as: (a) the existence or operation of the trade or business activity is not apparent or detectable by sight, sound or smell from the exterior of the Owner's or Occupant's dwelling on the Building Lot; (b) the trade or business activity conforms to all zoning requirements for the Building Lot; (d) the trade or business activity does not increase the liability or casualty insurance obligation or premium of an Association; and (e) the trade or business activity is consistent with the Community-Wide Standard and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms "**business**" and "**trade**," as used in this section, shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full- or part-time; (b) such activity is intended to or does generate a profit; and (c) a license is required therefor.

An Owner or Occupant of a Building Lot shall not, without the prior written consent of the Board or the Design Committee, make any structural alterations in or additions to the Owner's or Occupant's dwelling on the Building Lot, make any interior alterations in or additions to such dwelling visible from the exterior of such dwelling, or make any alterations in or additions to the exterior of such dwelling or to any other portion or portions of the Common Area to facilitate such trade or business. Provided, however, the intent of such restriction is not intended to interfere with the original construction or modification of any such dwelling on a Building Lot.

4.6 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property, that are or might be unsafe or hazardous to any Person or property. Wood-burning stoves and fireplaces are allowed in Southfork Landing; provided, however, wood burning in Southfork Landing will be banned in Southfork Landing from time to time when the air quality in the vicinity of Southfork Landing is deemed by the Board, in the Board's sole discretion, to justify the mandatory ban.

4.7 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements including, without limitation, water facilities.

4.8 Insurance Rates. Nothing shall be done or kept on the Property and/or any Building Lot that will increase the rate of, or cancel, any insurance on any other portion of the Property without the approval of the Owner(s) of such other portion, nor shall anything be done or kept on the Property and/or any Building Lot that would result in the cancellation of insurance on any portion of the Property owned and/or managed by an Association or which would be in violation of any law.

4.9 Vehicles and Equipment. The use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Project Documents that prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply:

4.9.1 All on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited;

4.9.2 Vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, or pedestrian path, unless such vehicle is engaged in an emergency procedure, or as may be provided elsewhere in the Project Documents;

4.9.3 No commercial vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (that is, any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer), oversized vehicles (that is, vehicles which are too high or too wide to clear the entrance of an approved seven (7) foot garage door opening), dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other potentially unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Design Committee;

4.9.4 The use of electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 7:00 a.m. to 8:00 p.m.;

4.9.5 The placement of exhaust fans used for exhausting odors, fumes, dust, or similar substances shall be placed in a location that will not offend or be a nuisance to adjacent Building Lots or their Occupants;

4.9.6 Vehicles of Persons occupying a residence or regularly employed in such residence shall be garaged when not in use and shall not be regularly parked on the streets;

4.9.7 No vehicle shall exceed twenty-five (25) mph in Southfork Landing; and

4.9.8 No all terrain vehicles (ATVs), snowmobiles or similar motorized vehicles shall be allowed in Southfork Landing except when being trailered; provided, however, such restriction does not extend to Grantor or Grantor's agents, employees and/or contractors in connection with the development and/or management of the Project; provided, further, however, such restriction is not intended to prevent the use of motorized vehicles in Southfork Landing by handicapped persons using their typical means of locomotion.

4.10 Animals/Pets. Capturing, trapping, killing, or otherwise engaging in activities that threaten the protection of wildlife within the Property, except in circumstances posing an imminent threat to the safety of Persons and their pets using the Property, and raising, breeding, or keeping of animals, birds, insects, pigeons, poultry or livestock is prohibited. This section is not intended to prohibit the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other typical household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar household pet in Southfork Landing shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner, and shall be kept in compliance with all applicable state and local laws and ordinances. Such Owner shall clean up and remove any animal defecation immediately from any Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such Owner for the cost of such service. No dog runs or other outdoor pet enclosures shall be allowed on a Building Lot. Horses may be kept in Southfork Landing in equestrian facilities if so provided in a Supplemental Declaration and subject to the review and approval of such facilities by the Design Committee. Horseback riding shall occur only on trails so designated for equestrian use.

4.11 No Mobile Homes or Temporary Structures. No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Provided, however, that a mobile office may be placed upon a portion of the Property and/or Common Area by Grantor or Grantor's agents and/or employees for the purpose of construction, operation and/or marketing Southfork Landing or other adjacent land until all such construction and/or marketing is complete.

4.12 Grading. All Improvements must be placed on any Building Lot in accordance with the grading plan approved by Boise County, federal guidelines, and guidelines of the Grantor's engineer working on the Development Plan and Project Documents for Southfork Landing. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable federal, state and/or local laws, ordinances and/or by the Design Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Limited Assessments as provided for herein. Each Owner assumes full responsibility, at such Owner's sole cost and expense, for such Owner's and/or any of such Owner's agents', employees' and/or independent contractors' compliance with the regulatory requirements of the U.S. EPA Storm Water Construction General Permit (CGP) in connection with such Owner's Building Lot. Such responsibility includes adherence to and full implementation of the Project's Storm Water Pollution Prevention Plan (SWP3).

Each Owner shall grade and drain such Owner's individual Building Lot (and maintain that grading and drainage) to prevent runoff or drainage of water onto any adjacent Building Lots. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property including, without limitation, an adjacent Building Lot or Common Area. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) Grantor shall have no duty to grade any Building Lots. All grading and elevations shall be done by the respective Owner of each Building Lot. All Building Lots and property thereon shall be graded at the time of initial construction on the Building Lot (and such grading shall be maintained thereafter) so that:

4.12.1 The Building Lot will drain sufficiently away from the foundation of any Improvement with a proper slope to prevent water from entering the crawl space of any structure on such Building Lot;

4.12.2 Drainage will be directed to the side, rear and front yards of such Building Lot and not to any adjacent property including, without limitation, adjacent Building Lots or Common Area; and

4.12.3 Grading and drainage shall comply with all applicable building code requirements, and state and local laws, regulations and codes.

It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Building Lot from draining onto any other Owner's Building Lot (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of such Owner's Building Lot as provided herein, or uses excessive irrigation water, such that water flows off such Owner's Building Lot onto an adjacent property causing damage or injury, the offending Owner may be liable for any damages occurring as a result thereof and may be liable for all of the costs of remedial actions to correct the problem should the offending Owner fail to correct the problem. Any such damage or costs may, at the Board's discretion, be levied against the offending Owner as a Limited Assessment, payable by such Owner in accordance with the terms of this Declaration.

4.13 Drainage. Subject to building codes and other applicable governmental regulations, there shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in

writing by the Design Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Design Committee, which may include drainage from a Common Area over a Building Lot in the Property.

4.14 Signs. No sign of any kind shall be displayed to the public view without the approval of the Design Committee except: (a) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (b) such temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation that are not placed in Common Area; (c) such signs identifying Southfork, or informational signs, of customary and reasonable dimensions as prescribed by the Design Committee may be displayed on or from the Southfork Common Area; (d) informational signs required by governmental entities; and (e) one (1) sign of customary and reasonable dimensions not to exceed two (2) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the Building Lot and/or improvements thereon for sale or lease. Without limiting the foregoing, no sign shall be placed in the Southfork Common Area without the approval of the Design Committee.

4.15 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is approved by all governmental authorities having jurisdiction therefor, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Design Committee, Boise County, and Grantor, so long as Grantor is the Owner of any Building Lots.

4.16 Water Rights Appurtenant to Subdivision Lands. Grantor owns certain water rights which are appurtenant to the Property. Grantor hereby reserves unto itself any and all water and water rights (including, without limitation, groundwater and geothermal water), ditch and ditch rights, and storage and storage rights appurtenant to the Property, and accordingly, the Owner(s) of any Building Lot(s) shall have no right, title or interest in any of such water and water rights, ditch and ditch rights, and storage and storage rights.

Each Owner, by accepting and recording a deed to a Building Lot or by occupying any Building Lot, acknowledges and agrees that: (a) the water has not been transferred from this Property; (b) each Owner of any Building Lot is subject to all Assessments levied by Grantor and/or an Association; (c) each Building Lot Owner shall be responsible for any levies attributable to such Building Lot by Grantor and/or an Association; and (d) water assessments are a lien upon each Building Lot. Each Owner or Occupant of any Building Lot specifically releases and waives any and all claims of any kind against Grantor, its agents, employees, officers, members, directors, successors and assigns, and Association, its agents, employees, officers, members, directors, successors and assigns, relating to irrigation water, or the lack of it, or the quantity or quality of it, in Southfork Landing.

4.17 Buoys, Docks and Piers. No buoy, pier, dock, jetty, bridge or similar structure shall be placed or extended into any Waterway unless so designated by Grantor as part of the overall plan for Southfork Landing.

4.18 Lakes. All lakes constructed in the future on the Property shall be owned, managed, and maintained by the Master Association (the "Lakes"). Grantor intends that several Building Lots (the "Lake Adjacent Lots"), eventually will be adjacent to Lakes. Each such Building Lot includes a five (5) foot riparian setback from the ordinary high water mark of such Lakes. The ordinary high water mark is the line which water impresses on soil of the Lakes by covering it for sufficient periods of time to deprive the soil of its vegetation. Additional building and maintenance requirements may be imposed upon the Lake Adjacent Lots by the Master Association and/or the Design Committee, and all landscape and any change in the Improvements of such Lake Adjacent Lots requires advance approval by the Design Committee. The Design Committee may adopt rules regulating landscape permitted and/or

required in such riparian setbacks on the Lake Adjacent Lots bordering Lakes. The Master Association, with the approval of the appropriate County or other applicable governmental entity, shall have the right to drain storm water run-off into such man-made Lakes. Catch and release fishing shall be permitted in the Lakes only by Members of an Association or their guests. The fish population in the Lakes shall be monitored by the Board which, in the Board's discretion, in order to control the fish population, may either prohibit fishing or designate time period(s) during which fish caught may be kept rather than released. Under no circumstances shall changes to or diversions from such Lakes reduce the flow of water in such Lakes. Under no circumstances shall fertilizers, pesticides, herbicides or other chemicals be placed in, or allowed to flow into such Lakes.

4.19 Boating and Other Activities. To better preserve the water quality and serenity of the Lakes, the following restrictions apply:

4.19.1 Use of boats, kayaks, canoes and rafts and similar craft on the Lakes is limited to floating, touring and fishing at speeds of no more than fifteen (15) miles per hour;

4.19.2 Boats (not including sail boats), kayaks, canoes, rafts and similar craft on the Lakes may be human-powered but, except for Grantor, no petroleum-based or other gas-powered motors are permitted to be used or placed on or about such reservoirs and Lakes. Grantor or Grantor's employees or agents may operate a petroleum-powered boat for sales presentations or maintenance purposes;

4.19.3 No water skiing, jet skiing or motorized racing boats, and similar craft on the Lakes are permitted on such reservoirs or Lakes; and

4.19.4 No snowmobiling is permitted on the Lakes at any time.

4.20 Wetlands. A portion of Southfork Landing is wetlands subject to the regulatory jurisdiction of the United States Army Corps of Engineers (the "Corps"). The Corps requires that Grantor preserve and protect the wetland functions of such wetlands by keeping such wetlands in a natural condition. Grantor has agreed that Grantor, or Grantor's successors and assigns, through this Declaration, shall place certain limitations on the use of such wetlands and affirmative obligations on the Grantor, or the Grantor's successors or assigns, for the protection of such wetlands functions, and in order that such wetlands shall remain substantially in a natural condition forever as may be modified in accordance with a Corps-approved maintenance plan. Grantor, or Grantor's successors or assigns, shall pay all costs associated with the obligation to preserve and protect in perpetuity the natural, ecological, open space and wetland values of such wetlands.

This Declaration prohibits and limits the following activity on, over, under, and across such wetlands, except as otherwise provided herein and by a Corps-approved maintenance plan:

4.20.1 Changing, disturbing, altering, or impairing the natural riparian ecosystem and other natural, ecological or wildlife features or values;

4.20.2 Construction or placing buildings, roads, signs, billboards, or other advertising, utilities, or other structures;

4.20.3 Dumping or placing of soil or other substances or material as landfill, or dumping or placing trash, waste, or other unsightly or offensive materials;

4.20.4 Removal or destruction of live trees, shrubs, or other vegetation, except for the removal of noxious or exotic invasive plant species;

4.20.5 Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

4.20.6 Agricultural use, industrial use, or commercial use; and

4.20.7 Using herbicides without prior consent of the Corps.

This Declaration permits the following uses and practices upon the Property, without limitation, and such uses and practices are consistent with and shall be permitted by this Declaration, except for the requirement of prior approval by the Corps where such requirement is expressly provided herein:

4.20.8 Landscape to prevent severe erosion or damage to such wetlands, provided that such landscape is consistent with preserving the natural condition of such wetlands. Severe erosion may occur, for example, from blockages in a Waterway (ice, debris, etc.), failure of irrigation systems above the mitigation area, rodents, vehicular trespass, and other unusual events. Landscape activities to correct, mitigate, or minimize such erosion would normally include replacing or adding additional vegetation species, such as trees, shrubs, vegetation blankets, and topsoil. In emergency situations this would also include erosion fabric and similar geotextiles including waddles. Where the use of hard structural measures is deemed necessary, such as rip rap, the Corps must be contacted for approval prior to initiating the control measure. The Board of the Master Association and/or the Design Committee may adopt rules regulating landscape permitted and/or required in such riparian setback consistent herewith;

4.20.9 Pruning trees and shrubs to prevent health and safety hazards, including, without limitation, fire hazards, site obstructions, and road obstructions;

4.20.10 Any and all construction and maintenance work required by a maintenance plan approved by the Corps;

4.20.11 Use of pesticides in connection with the control of disease vectors;

4.20.12 Entry in the event of emergency situation(s) including, without limitation, fire events; and

4.20.13 All other acts or uses not prohibited by this Declaration, which are consistent with the conservation purposes hereunder. The boundaries of such wetlands shall be indicated by a permanent marker(s) in a manner to make Owners aware of such wetlands.

4.21 Energy Devices; Outside. No energy production devices including, without limitation, solar panels or solar collectors shall be permitted on the Property or on any Building Lot, and energy production devices such as generators of any kind shall be constructed or maintained on any portion of the Property only with the prior written approval of the Design Committee. This section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure or any back-up devices necessary for utility pump stations.

4.22 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless such is located or screened in a manner acceptable to and approved by the Design Committee.

4.23 No Further Subdivision. No Building Lot may be further subdivided unless expressly approved in writing by Grantor and consistent with all applicable state and local laws and ordinances.

4.24 Leasing. The Owner of a Building Lot shall have the right to lease such Building Lot and structure(s) thereon, subject to the following conditions: (a) all leases shall be in writing; (b) such lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and (c) the Owner shall be liable for any violation of

the Project Documents committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant.

4.25 Grantor's Right of Development. Nothing contained in this Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on, under or about any portion of the Property owned by Grantor and/or an Association, or to alter the foregoing and Grantor's construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property and Southfork Landing remains unsold by Grantor. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property and Southfork Landing such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the development work and disposing of the Property and Southfork Landing by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property and Southfork Landing. Grantor may use any structures owned by Grantor on the Property and Southfork Landing as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain from an Association or the Design Committee, approval of any Improvement constructed or placed by Grantor on any portion of the Property and/or Southfork Landing. The rights of Grantor in connection with this Declaration may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property and Southfork Landing, by an express written assignment recorded in the Boise County Recorder's Office.

Grantor, in Grantor's sole discretion and in accordance with all applicable state and local zoning laws, may amend and modify the Development Plan. By acceptance of a deed to any Building Lot or any other property in Southfork Landing, each Owner of such Building Lot thereby acknowledges and agrees the Development Plan for the Property may be amended, modified or changed in Grantor's sole discretion, so long as the Development Plan is consistent with applicable state and local zoning laws. Each Owner by acceptance of a deed to any Building Lot or other property within Southfork Landing agrees that such Owner shall not object to or oppose any development of any portion of the Property and/or Southfork Landing, or other property owned or purchased by Grantor and annexed to the Property in the future. Such agreement not to oppose development is a material consideration to the conveyance of a Building Lot or any portion of the Property by Grantor to any and all Persons.

4.26 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to each and every Building Lot and all or any portion of the Property.

ARTICLE V: MASTER ASSOCIATION

5.1 Organization of Master Association. The Master Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and Bylaws of the Master Association and this Declaration. Neither the Articles nor the Bylaws of the Master Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Grantor grants to the Master Association a revocable, non-exclusive license to use the name "Southfork Landing" for the sole purpose of identifying the Master Association.

5.2 Members of Master Association. The Members shall all be Owners, and no Owner, except Grantor, shall have more than one (1) membership in the Master Association, except as provided below. Memberships in the Master Association shall be appurtenant to the Building Lot or other

portion of the Property owned by such Owner. The memberships in the Master Association may not be terminated and shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title in and to such Building Lot or other portion of the Property owned by such Owner, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Master Association.

5.3 Voting. The Master Association shall have two (2) classes of memberships.

5.3.1 Class A Members. Class A Members shall all be Owners with the exception of Grantor, so long as Grantor is the Class B Member. Class A Members shall be entitled to one (1) vote for each Building Lot owned by such Owner.

5.3.2 Class B Member. Grantor shall be the sole Class B Member, and shall be entitled to ten (10) votes for each of the Building Lots for Southfork Landing, less one (1) vote for each Building Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting member in the Master Association at the earlier of: (a) the date Grantor ceases to own any of the Building Lots within the Property; or, (b) twenty (20) years from the date this Declaration is recorded with the Boise County, Idaho Recorder's office. This date may be referred to herein as the "**Class B Member Termination Date.**"

5.4 Board of Directors and Officers. The affairs of the Master Association shall be conducted and managed by such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws of the Master Association, as the same may be amended from time to time. The Board shall be comprised of three (3) Members appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right to remove or replace any director, with or without cause, at the Class B Member's sole discretion. After the Class B Member Termination Date, the Board shall be comprised of certain Class A Members, as elected or appointed by all Class A Members or the Board, as set forth in the Bylaws. The Master Association may exercise any right or privilege given to the Master Association expressly by this Declaration and the Project Documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

5.5 Power and Duties of the Master Association.

5.5.1 Powers. The Master Association shall have all the powers of a nonprofit corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents, the Articles or the Bylaws, and to do and perform any and all acts which may be necessary, proper, and/or incidental to the proper management and operation of the Master Association's business, Common Area and the Master Association's other assets, including, without limitation, water and water rights, ditch and ditch rights, and water storage and storage rights, when and if received from Grantor, and the performance of the other responsibilities herein enumerated, including, without limitation:

5.5.1.1 Assessments. The power to levy Assessments on behalf of any Owner, or any portion of the Property, pursuant to the restrictions provided in this Declaration, and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Master Association to levy Assessments on any Owner or any portion of the Property to cover the operation and maintenance costs of Common Area.

5.5.1.2 Right of Enforcement. The Master Association shall be the primary entity responsible for enforcement of this Declaration. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or

otherwise, all provisions hereof. The Master Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Master Association for all expenses incurred with such removal. Each violation of this Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Master Association and the Members of the Master Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, shall be terminable on thirty (30) days' notice with or without cause, and shall be subject to review and approval by the Board.

5.5.1.4 Emergency Powers. The power, exercised by the Master Association or by any Person authorized by the Master Association, to enter upon any portion of the Property (but not inside any Improvement constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Master Association is responsible. Such entry shall be made with as little inconvenience to the Owner of such portion of the Property as practicable, and any damage caused thereby shall be repaired by the Master Association.

5.5.1.5 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, under and about Common Area as may be necessary or appropriate for the orderly construction of Improvements, maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of Owners including, without limitation:

5.5.1.5.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.5.1.5.2 Public or private sewers, septic systems, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.5.1.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscape abutting common area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

5.5.1.6 Master Association Rules. The Master Association shall be the primary entity responsible for enforcement of the Master Association Rules. The power to adopt, amend and repeal by majority vote of the Master Association such Master Association Rules and regulations as the Master Association deems reasonable. The Master Association may govern the use of Common Area by Owners, their families,

invitees, licensees, lessees, or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that the Master Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration. A copy of the Master Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Master Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Master Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the provisions of the Master Association Rules shall be deemed to be superseded by the provisions of this Declaration to the extent of any such inconsistency.

In the promulgation of such Master Association Rules, the Master Association shall have broad discretion and shall endeavor to maintain the Community-Wide Standard. In the event of any challenge to any Master Association Rule, the Master Association Rule shall be upheld unless it is found by clear and convincing evidence to be: (i) in express violation of the Declaration; (ii) in express violation of federal, state or local government law; or (iii) arbitrary, capricious, unreasonable and oppressive.

5.5.1.7 Rights to Common Area. In addition to the other rights of the Master Association in connection with the right to permit use of any recreational facilities situated on the Common Area by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Master Association. The Master Association may lease any Common Area to a private club composed of such Owners who use the facility, or to a commercial operator, or to Grantor, or to a city or county parks department, or to any other appropriate body, on such terms and conditions as may be agreed to by the Master Association. There is hereby reserved to all authorized users of any portion of the Common Area an easement over the remaining Common Area of the Master Association for direct ingress and egress to and from such Common Area, subject to Master Association Rules and regulations. Further, the Master Association has the right to construct improvements on the Common Area with the approval of the Design Committee.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Master Association by the Project Documents, without limiting the generality thereof, the Master Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Master Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area, including the repair and replacement of property damaged or destroyed by casualty loss and including any signs placed at the entrances to, or otherwise in the vicinity of the Property. The Master Association shall, at Grantor's sole discretion, own and/or operate and/or maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Master Association. The Common Area cannot be mortgaged or conveyed without the approval of Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Master Association. If ingress or egress to any Building Lot is through Common Area, any conveyance or encumbrance of Common Area shall be subject to an easement in favor of the Owners of such Building Lots for the purpose of ingress and egress.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated

to the costs of repair, replacement, maintenance and improvement of Common Area, the Water System, the Sewer System, the Irrigation System and/or the Waterways;

5.5.2.3 Maintenance of Berms, Retaining Walls, Fences and Waterways. Maintain any berms, retaining walls, fences and Waterways within and abutting any Common Area;

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Common Area, or against other portions of the Property owned by the Master Association. Such taxes and Assessments may be contested or compromised by the Master Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Master Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Master Association;

5.5.2.5 Tax Returns. Timely file any and all tax return(s) with the appropriate governmental entity;

5.5.2.6 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Common Area;

5.5.2.7 Insurance. Obtain insurance from any reputable insurance company authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation, the following policies of insurance:

5.5.2.7.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within Common Area;

5.5.2.7.2 Comprehensive public liability insurance insuring the Board, the Master Association, Grantor, and their agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of Common Area. Limits on liability of such coverage shall be as follows: not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage;

5.5.2.7.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00);

5.5.2.7.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws, indemnity, faithful performance, fidelity and/or other bonds as the Board shall deem necessary or required to carry out the Master Association functions or to insure the Master Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the Master Association funds or other property;

5.5.2.7.5 The Master Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Master Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

5.5.2.7.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Master Association.

5.5.2.8 Newsletter. If the Master Association so elects, prepare and distribute a newsletter on matters of general interest to Master Association Members, the cost of which shall be included in Regular Assessments;

5.5.2.9 Design Committee. Appoint and remove members of the Design Committee following Grantor's relinquishment of right to appoint as provided further herein, and subject to the provisions of this Declaration; and

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary including, without limitation, the recordation of any claim of lien with the Boise County Recorder's Office, as more fully provided herein, to enforce any of the provisions of the Project Documents and any and all State or local laws, ordinances, rules and regulations.

5.6 Annual Meeting. The Master Association shall hold an annual meeting each year and the first annual meeting shall be held during the month of May of the first calendar year following the first sale of a Building Lot in the Property. Subsequent regular annual meetings of the Master Association shall be held as provided in the Bylaws of the Master Association. Special meetings may be called as provided for in the Bylaws of the Master Association. Notice of annual or special meetings of the Master Association shall be delivered to all Members of the Master Association as provided in the Bylaws of the Master Association. All meetings shall be held within the Property or as close thereto as practicable at a reasonable place selected by the Board. All Members of the Master Association are encouraged to attend all annual and special meetings of the Master Association.

5.7 Budgets and Financial Statements. Financial statements for the Master Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Master Association as follows:

5.7.1 A pro forma operating statement or budget for each fiscal year of the Master Association shall be available for distribution not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable; and

5.7.2 Within ninety (90) days after the close of each fiscal year, the Master Association shall cause to be prepared and available to each Owner, a balance sheet as of the last day of the Master Association's fiscal year for the Master Association and annual operating statements reflecting the income and expenditures of the Master Association for their fiscal last year. Copies of the balance sheet and operating statement shall be available for distribution to each Member within ninety (90) days after the end of each fiscal year. Costs incurred in preparing and distributing the annual operating statements shall be included in the Regular Assessments payable by the Owners.

5.8 Manager. The Master Association may employ or contract for the services of a professional manager or management company, provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the

Master Association upon thirty (30) days' notice, with or without cause, and without payment of a termination fee. The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Master Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

5.9 Personal Liability. No Member of the Board, or Member of any committee of the Master Association, or any officer of the Master Association, or Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party including, without limitation, the Master Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Master Association, the Board, the manager, if any, or any officer, committee, or other representative or employee of the Master Association, Grantor or the Design Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct or gross negligence.

5.10 Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than otherwise might be without the maintenance of such activities. Neither the Master Association, Grantor, nor any successor of Grantor shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges that the Master Association, Grantor, and any successor of Grantor are not insurers and that each Person using the Property assumes all risks for loss or damage to Persons, property, Building Lots, Common Area, and to the contents of Building Lots resulting from acts of third parties.

ARTICLE VI: LOCAL ASSOCIATIONS

6.1 Creation by Grantor. Grantor may create Local Association(s) as profit or nonprofit corporations under the laws of the State of Idaho or may create such Local Associations as any unincorporated entity which Grantor deems appropriate. Grantor may, in Grantor's discretion, create a Local Association by means of a Supplemental Declaration, or create such a Local Association by means of separate instruments.

6.2 Management, Powers and Duties. Each Local Association shall be managed in the same manner specified in the applicable Supplemental Declaration or other instrument and/or in the Articles and the Bylaws of the Local Association, shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting fees and insurance premiums as are provided for herein for the Master Association, except as modified herein or by a Supplemental Declaration. The Board members, officers, managers and Grantor shall be free of personal liability as to the Local Association in the same manner as described herein with respect to the Master Association.

6.3 Membership. Where a Local Association is created, the members thereof shall be all the Owners of Building Lots, including Grantor, while Grantor remains an Owner, in the respective Property designated in the applicable Supplemental Declaration or other instrument. Memberships may be transferred only in the same manner as provided for memberships in the Master Association.

6.4 Voting Rights. The Members of each Local Association shall have such voting rights as may be specified in the applicable Supplemental Declaration or other instrument and/or in the Articles and the Bylaws of the Local Association.

ARTICLE VII: RIGHTS TO COMMON AREA

7.1 Use of Common Area. Every Owner, unless expressly designated otherwise by Grantor in a Supplemental Declaration, shall have a right to use each parcel of Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot subject to the following provisions:

7.1.1 The right of an Association holding or controlling such Common Area to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on Common Area, including the right to Special Assessments;

7.1.2 The right of an Association to suspend the voting rights and rights of use, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid;

7.1.3 The right of an Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility or other Person as provided further herein;

7.1.4 The right of an Association to prohibit the construction of Improvements on all Common Area;

7.1.5 The right of an Association to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of the Common Area to Owners or Occupants of Building Lots and their tenants, employees, family, guests or invitees, and rules limiting the number of guests who may use the Common Area;

(a) There is hereby reserved to all authorized users of any portion of the Common Area an easement over the remaining Common Area of an Association for direct ingress and egress to and from such Common Area being used; and

(b) Except for mortgages or conveyances made by Grantor, the Common Area cannot be mortgaged or conveyed without the approval of Owners of at least two-thirds (2/3) of the total voting power in an Association. If ingress or egress to any Building Lot is through Common Area, any conveyance or encumbrance of Common Area shall be subject to an easement of Owners of such Building Lots for the purpose of ingress and egress.

(c) Any restrictions or limitations contained in any deed conveying Common Area to an Association;

(d) The right of the Board to permit the use of Common Area, or recreational facilities that may be situated on the Common Area, by Persons other than Owners, with or without the payment of use fees; and

(e) The right of Grantor to place utilities and establish easements within Common Area.

7.2 Designation of Common Area. Grantor shall designate and reserve Common Area in the Declaration, Supplemental Declaration(s) and/or recorded Plats, deeds or other instruments.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to Common Area to the members of such Owner's family in residence and such Owner's tenants or contract purchasers.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's tenant or contract purchaser, or such Owner's family or guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against such Owner(s) Building Lot(s) and may be collected as provided herein for the collection of other Assessments.

ARTICLE VIII: PRIVATE STREETS

All streets, roads and drives within the Property shall be private unless dedicated to the County or other governmental entity, in whole or in part, by a written declaration by Grantor (or an Association if such streets, roads and drives, in whole or in part have been transferred to such Association) and accepted by the County or other governmental entity. Neither the County nor other governmental entity shall have responsibility for maintenance, repair or upkeep of any such streets, roads and drives unless, and to the extent, such responsibility is accepted in writing by the County or other governmental entity. Grantor shall complete construction of such streets, roads and drives to the standard approved by the County. Such streets, roads and drives shall be transferred to the applicable Association upon completion, or within 120 days after the sale of the first Building Lot in a Phase within which such streets, roads and drives are located, whichever shall last occur. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of such streets, roads and drives. Grantor hereby reserves any and all rights in such streets, roads and drives as is necessary and expedient to complete development of the Property.

ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any Building Lot, each Owner of such Building Lot, thereby covenants and agrees to pay when due all Assessments or charges made by an Association, including all Regular Assessments, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provision of this Declaration, any Supplemental Declaration or other applicable Project Document.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with late charge(s), interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a continuing lien upon the Property or any portion thereof against which each such Assessment or charge is made.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with late charge(s), interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. No Owner shall be exempt from such obligation by a waiver of the use and enjoyment of Common Area or by lease or abandonment of such Owner's Building Lot.

No Owner may exempt such Owner from liability for Assessments, by nonuse of Common Area, abandonment of such Owner's Building Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of an Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

9.2 Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to each Building Lot on the first day of the month following: (a) the month in which the Building Lot is made subject to this Declaration; or (b) the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first annual Regular

Assessment levied on each Building Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Building Lot.

9.3 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each Building Lot that is not otherwise exempted from payment pursuant to the terms of the section immediately below.

9.4 Exempt Property. The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- (a) All Common Area;
- (b) Any Property dedicated to and accepted by any governmental authority or public utility; and
- (c) Any Conservation Area or Conservation Easement.

9.5 Capitalization of Association. Upon acquisition of record title to a Building Lot by the first Owner thereof other than Grantor or a builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the applicable Association(s) in an amount equal to one-half (1/2) of annual Regular Assessment per Building Lot for that year. This amount shall be in addition to, not in lieu of, the annual Regular Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the applicable Association(s) for use in covering operating expenses and other expenses incurred by the applicable Association(s) pursuant to the terms of this Declaration and the Project Documents.

9.6 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of an Association on a schedule of payments established by the Board.

9.6.1 Purposes of Regular Assessments. The proceeds from Regular Assessments are to be used for all costs and expenses incurred by an Association, including attorneys' fees and other professional fees, for the conduct of such Association's affairs, including, without limitation, the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of Common Area, including all Improvements located on such areas owned and/or managed and maintained by an Association (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement to those elements of Common Area, or other property of an Association that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses are collectively referred to herein as the "**Expenses**."

9.6.2 Computation of Regular Assessments. Until such time as one hundred percent (100%) of the Building Lots in the Property have been initially conveyed by Grantor, Grantor shall fix the amount of the Regular Assessments beginning on the first day of the month following the conveyance of the first Building Lot by Grantor. Thereafter, Grantor shall fix the amount of the Regular Assessments at least thirty (30) days before the beginning of the next fiscal year. At such time as one hundred percent (100%) of the Building Lots have been initially conveyed by Grantor, an Association shall compute the amount of its Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments owed by the Board's Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Building Lot occurs in the Property for the purposes of an Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments by an Association shall take place not less than thirty (30), nor more than sixty (60), days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall

be reduced by an amount which fairly reflects the fact that such period was less than one (1) year. An Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with Grantor or other entities for payment of Expenses.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Regular Assessment shall be set at a level which is reasonably expected to produce total income for an Association equal to the total budgeted expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to an Association. In addition, the Board shall take into account the number of Building Lots subject to Assessment on the first day of the fiscal year for which the budget is prepared and the number of Building Lots reasonably anticipated to become subject to Assessment during the fiscal year.

9.6.3 Amounts Paid by Owners. The Board may require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to an Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its sole discretion. The Regular Assessments to be paid by any particular Owner, except for Grantor, for any given fiscal year shall be:

(a) An amount computed by multiplying an Association's total advance estimate of Expenses by the fraction produced by dividing the number of Building Lots owned by an Owner other than Grantor by the total number of Building Lots in the Property subject to this Declaration.

(b) In addition, upon any transfer of a Building Lot by an Owner to any purchaser other than Grantor, such Owner shall pay an Association a fee for the transfer of any Building Lot in an amount reasonably based on the costs to an Association in connection with the transfer the transfer.

9.7 Grantor's Obligation for Assessments. While Grantor is a Class B Member, Grantor may annually elect either to pay Regular Assessments on its unsold Building Lots, or to pay the difference between the amount of Assessments collected on all other Building Lots subject to Assessment and the amount of actual expenditures by an Association during the fiscal year. Unless Grantor otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Grantor shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, an Association shall have a lien against all Building Lots owned by Grantor to secure Grantor's obligations under this section, which lien shall have the same attributes and shall be enforceable in the same manner as an Association's lien against other Building Lots under this Article. Grantor's obligations and/or payments hereunder may be satisfied, at Grantor's election, in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

So long as Grantor has the right unilaterally to annex additional property pursuant hereto, Grantor may, but shall not be obligated to, make payment of a subsidy (in addition to any amounts paid by Grantor under this section), which may be either a contribution, an advance against future Assessments due from Grantor, or a loan, in Grantor's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the expense budget and shall be made known to the Member. The payment of such subsidy in any year shall, under no circumstances, obligate Grantor to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between an Association and Grantor.

9.8 Special Assessments.

9.8.1 Purpose and Procedure. In the event that the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within the Board's jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment shall be paid.

9.8.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for an Association. Owners of Property in any particular Phase may request that an Association provide a higher level of service or special services for the benefit of Building Lots in such Phase and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of Building Lots within such Phase, an Association shall provide the requested services. The cost of such services shall be assessed against the Building Lots within such Phase as a Special Assessment.

9.9 Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse an Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of this Declaration or the Project Documents or for damage caused by the Owner, or any of such Owner's family, representatives or invitees, to any Common Area or any other portion of the Property.

9.10 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period for all Assessments shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly, quarterly, semi-annually or annually installments, as determined by the Board.

9.11 Notice and Assessment Due Date. Thirty (30) days' prior written notice of Regular Assessments and Special Assessments shall be sent by an Association to the Owner of every Building Lot subject thereto, and to any Person in possession of such Building Lot. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the same is due. There may accrue, solely at the Board's discretion, on each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, there may accrue, solely at the Board's discretion, on each installment payment delinquent for more than twenty (20) days, interest at eighteen percent (18%) per annum calculated from the date of delinquency through and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

9.12 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of any asset requiring repair or replacement. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of an Association, as shown on the budget, with respect to both amount and timing by annual Regular Assessments over the budget period.

9.13 Estoppel Certificate. An Association, upon at least twenty (20) days' prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether, to the knowledge of an Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been paid by such Owner. Any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of such Owner's Building Lot.

9.14 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by an Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of an Association and to any Person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of voting Members or of proxies entitled to cast sixty percent (60%) to the total votes of an Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirements, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. An Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative(s) may enforce the obligations of Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the Default Rate and all costs of collection which may be paid or incurred by an Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Boise County, Idaho Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular Assessment, Special Assessment or Limited Assessment issued hereunder, an Association may cause to be recorded in the Boise County, Idaho Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to an Association of such

delinquent sums and charges in connection therewith or other satisfaction thereof, an Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. An Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in any court of competent jurisdiction or as otherwise permitted by law.

10.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this section, with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE XI: INSPECTION OF AN ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of an Association shall be made available for inspection and copying by any Member of such Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of an Association or at such other place as the Board of such Association shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of such Association.

11.2 Rules Regarding Inspection of Books and Records. The Board of an Association shall establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (b) hours and days of the week when such inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article.

11.3 Director's Rights of Inspection. Every director of the Board of an Association shall have the absolute right at any reasonable time to inspect all books, records and documents of such Association, and the physical properties owned or controlled by such Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XII: DESIGN COMMITTEE

12.1 Design Committee Creation; Right of Appointment. Before the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint at least three (3) and no more than five (5) Persons to serve on the Southfork Landing Design Committee, which Design Committee shall have exclusive jurisdiction over all original construction on any portion of the Property or any other real property annexed as provided further in this Article. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the Design Committee who shall serve at Grantor's discretion. There shall be no surrender of Grantor's right to appoint the Members of the Design Committee unless a written instrument in recordable form surrendering such right is executed by Grantor and recorded in the official records of Boise County. Upon the expiration of such right, the Board shall appoint the members of the Design Committee, who shall serve and may be removed at the Board's discretion. A member of the Design Committee need not be an Owner. Members of the Design Committee may be removed by the Person or entity appointing them at any time without cause. The actions of the Design Committee in the exercise of

its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

12.2 Appointment of Design Committee Representative. The Design Committee may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the Design Committee. In the event a Committee Representative is appointed, it is intended that the Design Committee shall look to the Committee Representative to perform all functions of the Design Committee; provided, however, the Design Committee shall make all final determinations and decisions regarding all duties and obligations of the Design Committee. Any action or decision made by a majority of the members of the Design Committee shall be a binding decision of the entire Design Committee.

12.3 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed or removed from the Property without prior written consent of the Design Committee. The Design Guidelines shall be used by the Design Committee to ensure that all improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Lot, height, grade and finish ground elevation, natural conditions, landscape and all aesthetic considerations, including guidelines designed to protect the special qualities and Community-Wide Standard of Southfork Landing, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. In the event of a conflict between the Design Guidelines and this Declaration, this Declaration shall govern. The content of the Design Guidelines may be modified and amended from time to time as provided in the Design Guidelines, and in all events may be modified and changed by a majority vote of the Board. Nothing contained in this section shall limit any Owner's obligation and duty to ensure that such Owner's Building Lot Improvements are in compliance with this Declaration, any Supplemental Declaration, the Design Guidelines, any other Project Documents or applicable state or local laws.

12.4 Review of Proposed Construction. The Design Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Design Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Design Committee review and approval. The Design Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Design Committee in its review of proposals or plans and specifications submitted to the Design Committee. The Design Committee shall approve proposals or plans and specifications submitted for Design Committee approval only if the Design Committee deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on an Association.

12.4.1 Conditions of Approval. The Design Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("**Applicant**") to grant appropriate easements to an Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.4.2 Rules and Guidelines; Application Fees. The Design Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each

application for approvals or additional factors which it will take into consideration in reviewing submissions. The Design Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Design Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Design Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscape, irrigation systems and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

12.4.3 Detailed Plans. The Design Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Design Committee of any required plans and specifications, the Design Committee may postpone review of any plan submitted for approval.

12.4.4 Design Committee Decisions. Decisions of the Design Committee and the reasons therefor shall be transmitted by the Design Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Design Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Design Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Design Committee.

12.5 Meetings of the Design Committee. The Design Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Committee may from time to time by resolution unanimously adopted in writing, designate a Design Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Design Committee, except the granting of variances pursuant to this Article. In the absence of such designation, the vote of a majority of the members of the Design Committee, or the written consent of a majority of the members of the Design Committee taken without a meeting, shall constitute an act of the Design Committee.

12.6 No Waiver of Future Approvals. The approval of the Design Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Design Committee.

(b) Within thirty (30) days thereafter, the Design Committee or its duly authorized representative may inspect such improvement. If the Design Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Design Committee determines to be reasonable, the Owner shall have failed to

remedy such noncompliance, the Design Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove a noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to an Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

(d) If for any reason the Design Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Architect Expenses. All plans, drawings and specifications submitted to the Design Committee shall be stamped by an architect licensed in the State of Idaho. The Design Committee shall have the right to charge a fee for each application submitted to the Design Committee for review in an amount which may be established and/or revised by the Design Committee from time to time and such fees shall be collected by the Design Committee and remitted to the applicable Association to help defray the expenses of the Design Committee's operation, including reasonable payment to each member of the Design Committee for their services as provided herein. Such fee, as of the date this Declaration is recorded, is Five Hundred and No/100 Dollars (\$500.00).

12.9 Non-Liability of Design Committee. Approval by the Design Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Any applicant and/or Owner shall ensure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances. Notwithstanding that the Design Committee has approved Improvements, plans and specifications, neither the Design Committee, nor any of their members shall be responsible or liable to the applicable Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the Improvements, unless due to the willful misconduct or bad faith of the Design Committee. Neither the Board, the Design Committee, nor any agent thereof, nor Grantor nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Design Guidelines, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Design Committee shall be defended, indemnified and held harmless by the applicable Association in such suit or proceeding which may arise in connection with a decision by the Design Committee. The applicable Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Design Committee, to the extent any such member of the Design Committee shall be adjudged to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Design Committee unless and only to the extent that a court in which such action or suit may be brought shall determine that, in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expenses if such court shall deem it proper.

12.10 Variances. The Design Committee may authorize variances from compliance with any of the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, and must be signed by at least a majority of members of the Design Committee. If such variances are granted, no violation of the Restrictions contained in this Declaration, or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of

such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular Building Lot and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Property, including but not limited to zoning ordinances and lot setback lines or requirements imposed by governmental or municipal authority.

12.11 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or Grantor, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement AND restore the Building Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Building Lot and collected as a Limited Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Design Guidelines may be excluded by the Board from the Property. In such event, neither the applicable Association, nor its officers, nor its directors shall be held liable to any Person for exercising the rights granted hereunder. In addition to the foregoing, such Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the Design Committee.

12.12 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Design Committee.

ARTICLE XIII: EASEMENTS

13.1 Owners; Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of Common Area which shall be appurtenant to and shall pass with the title to every Building Lot, subject to the easements set forth in this Declaration, as the same may be amended and/or supplemented from time to time.

13.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in Common Area, to such Owner's tenants, employees, family, guests or invitees.

13.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use as of the date of recordation of this Declaration, as amended and/or supplemented from time to time.

13.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Building Lots, due to the inadvertent placement or settling or shifting of Improvements including, without limitation, structures, overhanging eaves, projections from buildings (which projections shall be consistent with all building codes), walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, Owners of each Building Lot agree that minor encroachments within and over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this section.

13.5 Maintenance Easement. An easement is hereby reserved to Grantor, the applicable Association(s), the Board or Manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Building Lots and Common Area and a right to make such use of the Building Lots and Common Area as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the applicable Association is obligated or permitted to perform pursuant to the Projects Documents, including the right to enter upon any Building Lot or Common Area for the purpose of performing maintenance to the landscape or the exterior of Improvements to such Building Lot or Common Area as required by the Project Documents.

13.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to, from, over, across and through their respective Building Lots for access, and installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots and Common Area resulting from the normal use of adjoining Building Lots and Common Area, and for necessary construction, maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, pathways and landscape. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonable necessary for the use and enjoyment of a Building Lot or Common Area.

13.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, the Property shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and/or drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Master Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and/or public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property. Every portion of the Property shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, however, no Person shall alter the natural drainage so as to materially increase the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner of the affected portion of the Property and Grantor.

13.7.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage and/or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however, that any Owner, Association, designated Person or Grantor having interest in the landscape easement described in this Article, shall be entitled to install and maintain landscape on such easement areas, subject to approval by the Design Committee, so long as the same would not interfere with or prevent the easement area from being used for their intended purposes; provided further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the applicable Association shall be responsible for the damage sustained and may impose a Special Assessment therefor.

13.8 Rights and Duties Concerning Utility Easements. The rights and duties of Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

(a) Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have its agent enter upon any Building

Lot within the Property in or upon which such connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

(b) Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of such connections as service such Owner's Building Lot.

13.9 Party Structures. Each wall, fence, driveway or similar structure built as a part of the original construction on the Building Lots which serves and/or separates any two adjoining Building Lots or structures shall constitute a party structure. To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the party structure shall share the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution shall not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

13.10 Driveway Easements. Whenever a party structure that is a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or is installed to serve more than one Building Lot, the Owner of each Building Lot served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace and maintain such driveway. The cost of maintaining any such driveway shall be shared equally by the Owners of all the Building Lots which are benefited by such driveway.

The Owners desiring or using such driveway shall, by virtue of the installation of such driveway, automatically agree to provide Maintenance, defined below, to such driveway, which Maintenance cost shall be shared equally. The Owners may enter into a maintenance agreement not inconsistent with this section. For purposes of this section, the term "Maintenance" shall mean the maintenance of such driveway and include, without limitation: (a) construction of a concrete or other hard surface material (except for asphalt) driveway in the location agreed upon by such Owners; (b) maintenance and repair of the surface and subsurface of such driveway, as necessary, to maintain such driveway in a relatively level and evenly covered condition at the same grade and elevation as on the date such driveway construction is completed; and (c) removal from such driveway of snow, paper, rubbish and debris.

One or both Owners who have use of such driveway shall have the right, from time to time, to agree with the other Owner to relocate and/or reconfigure all or a portion of such driveway; provided, however, nothing either Owner does in connection with such relocation and/or reconfiguration shall permanently interfere with the free and unimpeded flow of vehicular and pedestrian traffic between the Building Lot(s) and any public and/or private right-of-way beyond the specific time reasonably required to accomplish any permitted relocation and/or reconfiguration; and provided further that any such relocation or reconfiguration shall be approved in writing by the Design Committee, prior to such relocation or reconfiguration. Such Owners agree to comply in all respects with any and all statutes, laws, ordinances, codes, regulations, rules and Restrictions in connection with the use of such driveway.

Each such Owner agrees to indemnify, defend and hold the other Owner harmless for and against liability, costs and expenses, including reasonable attorneys' fees, for, without limitation: damages, losses, injuries, or death to Persons; or damages, infringements or losses to or of property, whether personal, real or intangible; or violations of any statute, law, ordinance, code, regulation or rule of any entity which may be asserted against the other Owner arising out of or in relation to the use and/or

Maintenance of such driveway by the other Owner, the other Owner's agents, guests, invitees, successors and assigns. In the event of a breach of any term, covenant, restriction or condition hereunder or under any Maintenance agreement, the non-breaching party shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction. Whenever a transfer of ownership of a Building Lot served by such driveway occurs, the liability hereunder or under such maintenance agreement of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations hereunder or under such maintenance agreement from and after such transfer of ownership.

13.11 General Landscape Easement. An easement is hereby reserved to an Association, its contractors, employees, and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscape, and natural vegetation and/or habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as an Association shall determine to be necessary from time to time.

13.12 Lake Easements. Grantor hereby reserves for the benefit of the Master Association an easement for all Lakes and related pipes, pumps and other equipment over, across and under all Building Lots and Common Area, to the extent reasonably required to maintain any Lake system installed by Grantor on the Property or pursuant to plans and specifications approved by the Design Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Lake which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Lake's proximity to improved property abutting such Lakes.

13.13 Waterway Easements. Grantor hereby reserves for the benefit of the Master Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Area, to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

13.14 Grantor's Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way so as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Building Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

13.15 Easements Deemed Created. All conveyances of Building Lots made after the date of the recording of this Declaration, as this Declaration may be amended and/or supplemented from time to time, whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easement or to this Article appears in the instrument for such conveyance.

13.16 Reservation for Expansion. Grantor hereby reserves to itself and for Owners of Building Lots a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of Common Area for the expansion of Southfork Landing. The location of these easements and rights-of-way must be approved by the Board and may be documented by Grantor by recorded instruments.

13.17 Additional Covenants and Easements. Grantor may unilaterally subject any portion of the Property to additional covenants and easements, including, without limitation, covenants obligating an Association to maintain and insure such portion of the Property on behalf of the Owners. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than Grantor.

13.18 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies to enter the Property in the proper performances of their duties.

13.19 Easements to Serve Additional Property. Grantor hereby reserves an easement over any Common Area for the purpose of access to adjoining property which may now or later be owned by Grantor. This easement includes, without limitation, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Grantor agrees that Grantor shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Grantor further agrees that if the easement is exercised for permanent access to such property and such property or portion thereof is not made subject to this Declaration, Grantor, its successors or assigns, shall enter into a reasonable agreement with the applicable Association to share the cost of maintenance of any access roadway serving such property.

ARTICLE XIV: SEWER SYSTEM

14.1 Sewer System. Each Building Lot shall have access to the Sewer System to be constructed by Grantor and to be owned and operated by Grantor, subject to the provisions of this Declaration. There shall be no disposal into the Sewer System, directly or indirectly, of, without limitation: hazardous materials or waste; heavy metals; solvents; fats; oils; grease; ignitable materials or waste; reactive materials or waste; and/or pharmaceuticals. Each Owner assumes full responsibility, at such Owner's sole cost and expense, for such Owner's and/or any of such Owner's family, guests, agents', employees' and/or independent contractors' compliance with these requirements and any applicable state or federal requirement.

14.2 Operation of the Sewer System. The Sewer System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated from time to time by the Grantor and any governmental entity having jurisdiction thereover.

14.3 Assessments. At the beginning of each calendar year, Grantor shall establish monthly flat-rate charges for on-going Sewer System use, operation, maintenance and reserves, which charges may be adjusted annually based on actual operation and maintenance expenses and shall include a reasonable reserve amount for future capital expenditures related to Sewer System facilities maintenance and replacement. Such charges shall be assessed through the Master Association as a portion of the Regular Assessment in connection with each Building Lot, which Assessments shall be transferred to Grantor. Grantor shall maintain a separate bank account in connection with the Sewer System and all charges and/or Assessments and reserve funds collected by Grantor relating to the Sewer System shall be deposited therein for use in connection with Sewer System-related expenses, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures. If ownership of the Sewer System is transferred, subject to the provisions of this Article,

Grantor shall transfer such bank account and all funds deposited therein to the new Sewer System owner.

14.4 Financial Records and Audits. The Sewer System Owner shall arrange a third-party financial audit of the Sewer System financial records at least once every five (5) years. Sewer System financial records shall be made available to Building Lot Owner(s) upon request.

14.5 Liability Insurance. The Sewer System Owner shall obtain liability insurance for the Sewer System.

14.6 Easement for Maintenance. Grantor and authorized representatives and contractors of the Sewer System shall have a permanent easement to go upon the Building Lots and/or Common Area in Southfork Landing to operate and perform maintenance in connection with the Sewer System.

14.7 Access to Sewer System Facilities. Access to the Sewer System facilities shall be restricted to Grantor and authorized representatives and contractors of the Sewer System. Such facilities shall be excluded from any Common Area access rights held by Building Lot Owners. If the Master Association becomes the owner of the Sewer System, Building Lot Owner(s) will not have access to Sewer System facilities unless the governing board of the Master Association has so authorized the Building Lot Owner(s)

14.8 No Separate Septic System. No separate or individual septic system, regardless of the proposed use of such septic system, shall be permitted on any Building Lot.

14.9 Transfer of Sewer System. During the development phase of the project, the Sewer System shall be owned by Grantor; provided, however, Grantor may convey fee simple title to the Sewer System to the Master Association or other public or private entity ("**other Sewer Provider**").

In the event the Sewer System is transferred to the Master Association or other Sewer Provider, Grantor shall notify the Master Association or other Sewer Provider, in writing, of the transfer and the Master Association or other Sewer Provider, shall be responsible for the ownership, operation and maintenance of the Sewer System. In the event Grantor transfers the Sewer System to the Master Association or other Sewer Provider, such transfer shall be free and clear of all encumbrances and liens, except current real property taxes that shall be prorated to the date of such transfer, reservations, covenants, conditions and restrictions then of record including those set forth in this Declaration.

If Grantor transfers ownership of the Sewer System to the Master Association, the Master Association shall collect Regular Assessments, and may collect Limited Assessments, as set forth in this Article. The amount of such Assessments shall be reviewed annually by the Master Association, and may be adjusted annually based on actual operation and maintenance expenses and projected future capital expenditures. Such Assessments shall include a reasonable reserve amount for future capital expenditures for facilities maintenance and replacement. If Grantor transfers ownership of the Sewer System to the Master Association, the Master Association shall maintain a separate bank account in connection with the Sewer System and all charges and/or Assessments and reserve funds collected by the Master Association relating to the Sewer System shall be deposited therein, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures.

If Grantor transfers ownership of the Sewer System to another Sewer Provider, such other Sewer Provider may propose an alternative rate structure, accounting procedures, and/or auditing procedures, conditioned only upon approval in writing by the Board and reasonable assurances that the Sewer System shall be owned, operated and maintained in a manner that shall provide service from the Sewer System to Owners on a continuing basis with quality of service equal to the Community-Wide Standard, and service that meets all applicable governmental laws, ordinances and regulations. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact in connection with any such transfer.

ARTICLE XV: DOMESTIC WATER

15.1 Water System. Each Building Lot shall have access to the Water System to be constructed by Grantor and to be owned and operated by Grantor, subject to the provisions of this Declaration. Any and all water rights appurtenant to the Water System shall be owned by the Grantor, subject to the provisions of this Article. Building Lot Owners shall have no right, title and/or interest in any water and water rights, including groundwater and groundwater rights, ditch and ditch rights, and storage and storage rights owned by Grantor.

15.2 Assessments. At the beginning of each calendar year, Grantor shall establish monthly flat-rate charges for on-going Water System use, operation, maintenance and reserves, which charges may be adjusted annually based on actual operation and maintenance expenses and shall include a reasonable reserve amount for future capital expenditures related to Water System facilities maintenance and replacement. Such charges shall be assessed through the Master Association as a portion of the Regular Assessment in connection with each Building Lot, which Assessments shall be transferred to Grantor. Notwithstanding the foregoing, all Building Lots shall be metered to measure use of the Water System in connection with each Building Lot. Grantor may use such meters to establish a reasonable monthly maximum amount of water allowed for use in connection with each Building Lot. If any such meter indicates that a Building Lot Owner uses significantly more water, as reasonably compared to the amount of water used by other Building Lot Owners, Grantor reserves the right to read meters regularly and to charge the Building Lot Owners a Limited Assessment, which Limited Assessment shall be proportionate to the amount of water used in excess of the reasonable maximum monthly amount. Such Limited Assessment shall be in addition to the portion of the Regular Assessment associated with the Water System. Additionally, if any dispute arises between Building Lot Owners, which dispute alleges unreasonable water use by another Building Lot Owner, Grantor shall use the water meters to determine the monthly water volume consumed by such Building Lot Owners and, if necessary, charge a Limited Assessment to any Building Lot Owner consuming significantly more water as reasonably compared to the amount of water used by other Building Lot Owners. Any Owner's or non-Owner's use of the Water System shall constitute an agreement to pay the charges and/or Assessments for such use.

Grantor shall maintain a separate bank account in connection with the Water System and all charges and/or Assessments and reserve funds collected by Grantor relating to the Water System shall be deposited therein for use in connection with Water System-related expenses, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures. If ownership of the Water System is transferred, subject to the provisions of this Article, Grantor shall transfer such bank account and all funds deposited therein to the new Water System owner.

15.3 Financial Records and Audits. The Water System Owner shall arrange a third-party financial audit of the Water System financial records at least once every five (5) years. Water System financial records shall be made available to Building Lot Owner(s) upon request.

15.4 Liability Insurance. The Water System Owner shall obtain liability insurance for the Water System.

15.5 Backflow Systems and Assemblies. Each Building Lot shall be equipped with approved backflow prevention systems and assemblies. All backflow prevention assemblies installed on any Building Lot must be listed in the most recent edition of the University of California Foundation for Cross-Connection Control and Hydraulic Research. The backflow prevention system and assembly must be buried and installed on the service line after the water meter and prior to adding connections to the service line. It shall be the responsibility of each Building Lot Owner, at such Building Lot Owner's sole cost and expense, to promptly replace any backflow prevention system and assembly existing on any Building Lot that is no longer listed on the foregoing list of approved backflow prevention systems and assemblies. Each Building Lot Owner, at such Building Lot Owner's sole cost and expense, shall ensure the correct operation of the backflow prevention system and assembly on such Building Lot and shall test

the functioning of the backflow prevention system and assembly at least annually and report the result of such testing to the Water System Owner. Testing must be performed by a backflow assembly tester licensed by the State of Idaho.

15.6 Easement for Maintenance. The Grantor and authorized representatives and contractors of the Water System shall have a permanent easement to go upon the Building Lots and/or Common Area in Southfork Landing to operate and perform maintenance in connection with the Water System.

15.7 Access to Water System Facilities. Access to the Water System shall be restricted to Grantor and authorized representatives and contractors of the Water System. Such Water System facilities shall be excluded from any Common Area access rights held by Building Lot Owners. If the Master Association becomes the owner of the Water System, Building Lot Owner(s) will not have access to Water System facilities unless the governing board of the Master Association has so authorized the Building Lot Owner(s).

15.8 No Separate Water Supply. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is approved by all government authorities having jurisdiction including, without limitation, the Idaho Department of Environmental Quality, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of Water System Owner. No Building Lot Owner may disconnect from the Water System without written approval by Water System Owner; provided, however, even if a Building Lot Owner receives permission to disconnect from the Water System, such Building Lot Owner shall remain responsible for any and all charges for the Water System in connection with such Building Lot.

15.9 Protection of Water Supply. Water System Owner shall take reasonable measures to protect any and all wellheads serving the Water System, including, without limitation:

15.9.1 No Parking or Chemical Storage. No parking of equipment or vehicles, storage of pesticides, herbicides, fertilizers, petroleum products or other toxic or hazardous materials shall be permitted within a fifty (50) foot radius of the wellhead;

15.9.2 No Petroleum Products. Petroleum products and other chemicals shall not be used on roads within fifty (50) feet of the wellhead;

15.9.3 No Standing Water. No standing water or storm water runoff shall be permitted within a fifty (50) foot radius of the wellhead; and

15.9.4 Compliance of Water Facilities. Design and construction of all Water System facilities in the Subdivision shall be in compliance with all Idaho Department of Environmental Quality and Idaho Department of Water Resources standards established to minimize the potential for groundwater contamination including IDAPA 37.03.09 – "Well Construction Standards," and IDAPA 58.01-08-550 – "Design Standards for Public Water Systems."

15.10 Transfer of Water System. During the development phase of the project, the Water System shall be owned by Grantor; provided, however, Grantor may convey fee simple title to the Water System to the Master Association or other public or private entity ("**other Water Provider**") following Grantor's receipt of written authorization for such transfer from the Idaho Department of Environmental Quality. If the Water System will be transferred to an entity other than the Master Association, documentation of the other Water Provider's technical, financial, and managerial capacity to operate the Water System must be provided to DEQ prior to the transfer.

In the event the Water System is transferred to the Master Association or other Water Provider, Grantor shall notify the Master Association or other Water Provider, in writing of the transfer and the

Master Association or other Water Provider, shall be responsible for the ownership, operation and maintenance of the Water System. In the event Grantor transfers the Water System to the Master Association or other Water Provider, such transfer shall be free and clear of all encumbrances and liens, except current real property taxes that shall be prorated to the date of such transfer, reservations, covenants, conditions and restrictions then of record including those set forth in this Declaration. Such transfer shall be conditioned only upon approval in writing by the Idaho Department of Environmental Quality and reasonable assurances that the Water System shall be owned, operated and maintained in a manner that shall provide service from the Water System to Owners on a continuing basis with good quality of service that meets all applicable governmental laws, ordinances and regulations. No transfer of the Water System shall occur until the Idaho Department of Environmental Quality has certified that the existing Water System is in substantial compliance with state laws, regulations and/or rules.

In the event Grantor transfers the Water System to the Master Association or other Water Provider, the Master Association or other Water Provider, shall contact the Idaho Department of Water Resources, Western Regional Office, to arrange for any and all water rights appurtenant to the Water System to be assigned to the Master Association or other Water Provider. If any water rights appurtenant to the Water System have not been licensed, the Grantor shall contact the Idaho Department of Water Resources, Western Regional Office, to arrange for any and all permits appurtenant to the Water System to be assigned to the Master Association or other Water Provider.

If and in the event of the transfer of the Water System to the Master Association or other Water Provider, occurs prior to corrosion control treatment evaluation, Grantor shall be responsible for all corrosion control testing and treatment costs.

If the Water System is transferred to the Master Association, and if the Master Association is contemplating dissolution during any time that the Master Association owns and operates the Water System, the Master Association shall contact the Idaho Department of Environmental Quality. The Master Association shall contract with an entity approved in writing by the Idaho Department of Environmental Quality to own and operate the Water System, prior to the Master Association's dissolution. During any time that the Master Association owns and operates the Water System, the Master Association shall not dissolve without written approval of the Idaho Department of Environmental Quality.

If Grantor transfers ownership of the Water System to the Master Association, the Master Association shall collect Regular Assessments, and may collect Limited Assessments, as set forth in this Article. The amount of such Assessments shall be reviewed annually by the Master Association, and may be adjusted annually based on actual operation and maintenance expenses and projected future capital expenditures. Such Assessments shall include a reasonable reserve amount for future capital expenditures for facilities maintenance and replacement. If Grantor transfers ownership of the Water System to the Master Association, the Master Association shall maintain a separate bank account in connection with the Water System and all charges and/or Assessments and reserve funds collected by the Master Association relating to the Water System shall be deposited therein, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures.

If Grantor transfers ownership of the Water System to another Water Provider, such other Water Provider may propose an alternative rate structure, accounting procedures, and/or auditing procedures, conditioned only upon approval in writing by the Idaho Department of Environmental Quality and reasonable assurances that the Water System shall be owned, operated and maintained in a manner that shall provide service from the Water System to Owners on a continuing basis with a quality of service equal to the Community-Wide Standard, and service that meets all applicable governmental laws, ordinances and regulations. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact in connection with any such transfer.

ARTICLE XVI: IRRIGATION WATER SUPPLY SYSTEM

16.1 Irrigation System. Each Building Lot shall have access to the Irrigation System to be constructed by Grantor and to be owned and operated by Grantor, subject to the provisions of this Declaration.

16.2 Operation of the Irrigation System. The Irrigation System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated from time to time by the Grantor and any governmental entity having jurisdiction thereover. The right to receive water from the Irrigation System is, in any event, subject to availability of water. Grantor shall have the right to adopt reasonable rules regarding use of water, including but not limited to use schedules and limitations on the amount of water available for use on each Building Lot. Grantor shall have no liability for any temporary interruptions in irrigation water supply service so long as necessary repairs are made in a reasonably prompt manner. Grantor shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation System.

16.3 Assessments. At the beginning of each calendar year, Grantor shall establish monthly flat-rate charges for on-going Irrigation System use, operation, maintenance and reserves, which charges may be adjusted annually based on actual operation and maintenance expenses and shall include a reasonable reserve amount for future capital expenditures related to Irrigation System facilities maintenance and replacement. Such charges shall be assessed through the Master Association as a portion of the Regular Assessment in connection with each Building Lot, which Assessments shall be transferred to Grantor. Grantor shall maintain a separate bank account in connection with the Irrigation System and all charges and/or Assessments and reserve funds collected by Grantor relating to the Irrigation System shall be deposited therein for use in connection with Irrigation System-related expenses, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures. If ownership of the Irrigation System is transferred, subject to the provisions of this Article, Grantor shall transfer such bank account and all funds deposited therein to the new Irrigation System owner.

16.4 Financial Records and Audits. The Irrigation System Owner shall arrange a third-party financial audit of the Irrigation System financial records at least once every five (5) years. Irrigation System financial records shall be made available to Building Lot Owner(s) upon request of the Building Lot Owner(s).

16.5 Liability Insurance. The Irrigation System Owner shall obtain liability insurance for the Irrigation System.

16.6 Easement for Maintenance. Grantor and authorized representatives and contractors of the Irrigation System shall have a permanent easement to go upon the Building Lots and/or Common Area in Southfork Landing to operate and perform maintenance in connection with the Irrigation System.

16.7 Access to Irrigation System Facilities. Access to the Irrigation System facilities shall be restricted to Grantor and authorized representatives and contractors of the Irrigation System. Such facilities shall be excluded from any Common Area access rights held by Building Lot Owners. If the Master Association becomes the owner of the Irrigation System, Building Lot Owner(s) will not have access to Irrigation System facilities unless the governing board of the Master Association has so authorized the Building Lot Owner(s).

16.8 Transfer of Irrigation System. During the development phase of the project, the Irrigation System shall be owned by Grantor; provided, however, Grantor may convey fee simple title to the Irrigation System to the Master Association or other public or private entity ("other Irrigation Provider").

In the event the Irrigation System is transferred to the Master Association or other Irrigation Provider, Grantor shall notify the Master Association or other Irrigation Provider, in writing of the transfer and the Master Association or other Irrigation Provider, shall be responsible for the ownership, operation and maintenance of the Irrigation System. In the event Grantor transfers the Irrigation System to the Master Association or other Irrigation Provider, such transfer shall be free and clear of all encumbrances and liens, except current real property taxes that shall be prorated to the date of such transfer, reservations, covenants, conditions and restrictions then of record including those set forth in this Declaration.

If Grantor transfers ownership of the Irrigation System to the Master Association, the Master Association shall collect Regular Assessments, and may collect Limited Assessments, as set forth in this Article. The amount of such Assessments shall be reviewed annually by the Master Association, and may be adjusted annually based on actual operation and maintenance expenses and projected future capital expenditures. Such Assessments shall include a reasonable reserve amount for future capital expenditures for facilities maintenance and replacement. If Grantor transfers ownership of the Irrigation System to the Master Association, the Master Association shall maintain a separate bank account in connection with the Irrigation System and all charges and/or Assessments and reserve funds collected by the Master Association relating to the Irrigation System shall be deposited therein, and revenue in excess of paid operation and maintenance costs shall be held in reserve for future capital expenditures.

If Grantor transfers ownership of the Irrigation System to another Irrigation Provider, such other Irrigation Provider may propose an alternative rate structure, accounting procedures, and/or auditing procedures, conditioned only upon approval in writing by the Board and reasonable assurances that the Irrigation System shall be owned, operated and maintained in a manner that shall provide service from the Irrigation System to Owners on a continuing basis with quality of service equal to the Community-Wide Standard, and service that meets all applicable governmental laws, ordinances and regulations. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact in connection with any such transfer.

ARTICLE XVII: DAMAGE OR DESTRUCTION

17.1 Master Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Master Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on Common Area upon damage or destruction as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from Grantor or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Master Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Master Association as attorney-in-fact.

17.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage or destruction to any part of Common Area, the Master Association shall, unless such damage or destruction shall be minor, obtain an estimate (or estimates) that the Master Association deems reliable and complete of the costs of repair and reconstruction of that part of Common Area so damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

17.3 Repair and Reconstruction. As soon as practical after obtaining estimate(s), the Master Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Master Association may take any and all necessary or appropriate action to effect such repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Master Association shall not be abated during any period of insurance adjustments and/or repair and reconstruction.

17.4 Funds for Repair and Reconstruction. The proceeds received by the Master Association from any hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual costs of such repair and reconstruction, the Master Association may assess in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Further, Special Assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

17.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Master Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of such repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to Owners in proportion to the contributions each Owner made as a Special Assessment to the Master Association under this section or, if no Special Assessments were made, in equal shares per Building Lot, first to the holders of the First Mortgage and then to Owners, as their interests appear.

17.6 Decision Not to Rebuild. If Owners representing at least sixty-seven percent (67%) of the total allocated votes within the jurisdiction of the Master Association and sixty-seven percent (67%) of the holders of a First Mortgage (based upon one vote for each mortgage owned) of the Building Lots agree in writing not to repair or reconstruct and no alternative Improvements are authorized, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of Common Area by the Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Building Lot, first to the holders of the First Mortgage and then to Owners, as their interests appear.

17.7 Damage or Destruction Affecting Building Lots. In the event of damage or destruction to the Improvements located on any of the Building Lots, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Master Association may impose a fine of not less than Fifty and No/100 Dollars (\$50.00) per day on the Owner of the Building Lot until repair and reconstruction is commenced, unless the Owner can prove to the reasonable satisfaction of the Master Association that such failure is due to circumstances beyond the Owner's control.

ARTICLE XVIII: CONDEMNATION

18.1 Rights of Owners. Whenever all or any part of Common Area shall be taken or conveyed in lieu of and under threat of condemnation, the Board acting as attorney-in-fact for all Owners shall notify each Owner of the taking, but the Master Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

18.2 Condemnation; Distribution of Award; Reconstruction. The award made for such partial or complete taking shall be payable to the Master Association as trustee for all Owners to be disbursed as provided in this section. If the taking involves a portion of Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Grantor and Owners representing at least sixty-seven percent (67%) of the Class A Members and Class B Member shall otherwise agree, the Master Association shall restore or replace such Improvements so taken on the remaining land including Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and the Design Committee. If such Improvements are to be repaired or restored, the provisions in the immediately preceding Article regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on Common Area, or if there is a decision made not to repair or restore, or if

there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Building Lot, first to the holders of any First Mortgage and then to Owners, as their interests appear.

ARTICLE XIX: ENFORCEMENT OF COVENANTS

19.1 Remedies. In the event of any breach or other non-compliance with any provision of the Project Documents, then, after affording the breaching Person reasonable notice and an opportunity to be heard in accordance with the Bylaws, an Association may exercise any or all of the following remedies:

- (a) Bring an action to recover monetary damages;
- (b) Institute a proceeding in equity to obtain injunctive or other equitable relief;
- (c) Suspend such Owner's voting rights, if any, and right to use the recreational facilities within the Common Area;
- (d) Exclude such Owner's contractors, subcontractors, agents, employees, or other invitees from the Property;
- (e) Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in response to the violation;
- (f) Enter the offending Building Lot; remove, abate, modify, or replace the item which is the cause of such violation in a manner that results in conformance with the Project Documents; and assess the cost thereof against the Building Lot and collect the same as a Specific Assessment, unless otherwise prohibited under this Declaration; or
- (g) Exercise any other right or remedy available to it by law or in equity or under this Agreement.

19.2 Right of Owners. Any action to enforce the Project Documents may be instituted by Grantor or the Board (or any property manager retained by the Board) in the name and on behalf of an Association. If, after written request from an aggrieved Owner, none of the foregoing Persons commences an action to enforce the Project Documents within a reasonable period, then the aggrieved Owner may bring such an action independently.

19.3 Limitation of Liability.

- (a) Reasonable and good faith exercise of the rights of entry set forth in this Article shall not subject Grantor, an Association, the Design Committee, any other committee established under the Bylaws, or their respective partners, officers, directors, members, managers, agents, employees, or contractors to any liability for trespass, conversion, or other claim for damages.
- (b) Grantor, an Association, the Design Committee, and other committee established under the Bylaws, and their respective partners, officers, directors, members, managers, agents, employees and contractors shall not be liable to any Owner or other Person for failure at any time to enforce any of the Project Documents.

19.4 Recovery of Costs and Fees. In the event any suit or other proceeding is instituted to enforce any of the Project Documents, the prevailing party in such proceeding shall recover its costs and expenses incurred in connection therewith, as well as such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

19.5 Nonexclusiveness and Accumulation of Remedies. An election to pursue any remedy provided for violation of the Project Documents shall not prevent concurrent or subsequent exercise of other rights or remedies permitted thereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law or in equity.

ARTICLE XX: MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of the first Mortgages on Building Lots in the Property. The provisions of this Article apply to this Declaration, the Bylaws, and the other Project Documents, notwithstanding any other provisions contained therein.

20.1 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to an Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Building Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Building Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Building Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Project Documents relating to such Building Lot or the Owner or Occupant thereof which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from an Association of any default in the performance by an Owner of a Building Lot of any obligation under the Project Documents which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by an Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

20.2 Special FNMA/FHLMC Provision. So long as required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of any other provision of this Declaration.

(a) Unless at least sixty-seven percent (67%) of the first Mortgagees or Members representing at least sixty-seven percent (67%) of the total Master Association voting power entitled to cast consent, the Master Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or a material portion of the real property comprising the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(ii) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Building Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property shall not be violative of this provision if such decision or subsequent declaration is otherwise authorized by this Declaration);

(iii) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Building Lots and the Common Area (the issuance and amendment of Design Guidelines or other rules, regulations, guidelines, or restrictions in accordance with the Project Documents shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(iv) Fail to maintain insurance, as required by this Declaration; or

(v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property, except to the extent expressly set forth in this Declaration.

(b) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Master Association.

20.3 Other Provisions for First Lien Holders. To the extent possible under Idaho law:

(a) Any restoration or repair of the Property after a partial Condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of Eligible Holders of first Mortgages on Building Lots to which at least fifty-one percent (51%) of the votes of Building Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Master Association after substantial destruction or a substantial Condemnation shall require the approval of the Eligible Holders of first Mortgages on Building Lots to which at least fifty-one percent (51%) of the votes of Building Lots subject to Mortgages held by such Eligible Holders are allocated.

20.4 No Priority. No provision of the Project Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Building Lot in the case of distribution to such Owner of insurance proceeds or Condemnation awards for losses to or a taking of the Common Area.

20.5 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Building Lot.

20.6 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

20.7 Applicability of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Project Documents or Idaho law for any of the acts set forth in this Article.

20.8 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30)

days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XXI: RESOLUTIONS OF DISPUTES

21.1 Avoiding Costs of Litigation and Limiting Right to Litigate Disputes. Any Association, Grantor, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**") shall encourage the amicable resolution of disputes involving the Property, and avoid the emotional and financial costs of litigation if at all possible. Accordingly, all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration and/or the Project Documents (collectively "**Claim**"), shall be subject to the procedures set forth herein.

21.2 Mandatory Procedures for All Other Claims. Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

21.2.1 Notice. The Claimant shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely:

(a) The nature of the Claim, including date, time, location, Persons involved, Respondent's role in the Claim and the provisions of this Declaration, the Project Documents, or other authority out of which the Claim arises;

(b) The basis of the Claim (i.e., the provision of the Declaration, the Project Documents, triggered by the Claim);

(c) What Claimant wants Respondent to do or not do to resolve the Claim; and

(d) That Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

21.2.2 Negotiation. Each Claimant and Respondent (the "**Parties**") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in the Board's discretion the Board believes the Board's efforts will be beneficial to the Parties and to the welfare of Southfork Landing.

21.2.3 Mediation. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of Idaho law. If Claimant does not submit the Claim to mediation with thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

21.3 Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein, including the fees of its attorney or other representative(s). Each Party shall share equally all charges rendered by mediator(s).

21.4 Enforcement of Resolution. If the Parties fail to abide by the terms of such mediation agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Article. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

ARTICLE XXII: ANNEXATION AND WITHDRAWAL OF PROPERTY

22.1 Annexation. Until all property described on **Exhibit A** has been subjected to this Declaration or December 31, 2027, whichever is earlier, Grantor may unilaterally subject to the provisions of this Declaration all or portions of the property described in **Exhibit A**. Grantor may transfer or assign this right to annex, provided that the transferee or assignee is the developer of at least a portion of the property described in **Exhibit A** and that such transfer is memorialized in a written, recorded instrument executed by Grantor. Nothing in this Declaration shall be construed to require Grantor or any successor to annex or develop any of the property set forth in **Exhibit A** in any manner whatsoever. Such annexation shall be accomplished by filing a Supplemental Declaration in the records of Boise County, Idaho, describing the property to be annexed and specifically subjecting such property to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of voting Members, but shall require the consent of the owner of such property, if other than Grantor. Any such annexation shall be effective upon the recording of such Supplemental Declaration.

22.2 Contiguous Land Subject to Annexation. Grantor hereby reserves the right to annex any abutting, adjoining or contiguous real property, into Southfork Landing by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to Southfork Landing created by this Declaration, pursuant to the provisions of this Article, and no Owner shall object or protest such annexation and/or development of such annexed property. Real property separated by public rights-of-way, including water bodies, is deemed to be contiguous.

Upon the recording of a Notice of Annexation containing the provisions set forth in this section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of Southfork Landing; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners and Occupants of Building Lots within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of building lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

22.3 Procedure for Annexation. Any of the above-described real property may be annexed into Southfork Landing by the recordation of a Notice of Annexation executed by Grantor and containing the following information:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Boise County where this Declaration is recorded;
- (b) An exact legal description of the added land;
- (c) A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

(d) A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

22.4 Deannexation. Grantor may delete all or a portion of the property described on **Exhibit A** and any annexed property from coverage of this Declaration and the jurisdiction of an Association, so long as Grantor is the owner of all such property to be deannexed and provided that a Notice of Deannexation is recorded in the Office of the Boise County Recorder in the same manner as a Notice of Annexation.

22.5 Amendment. This Article shall not be amended without the prior written consent of Grantor so long as Grantor owns any of the Property described in **Exhibit A**.

22.6 Withdrawal of Property. Grantor may delete all or a portion of the property described on **Exhibit A**, and any annexed Phase(s), from the Property and from coverage of this Declaration and the jurisdiction of an Association, so long as Grantor is the owner of all such Property and Phase(s) and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Boise County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of a Tract except on the favorable vote of seventy-five (75%) of all members of an Association and approval of Grantor so long as Grantor owns any portion of the Property.

22.7 Assignment of Rights. Grantor may transfer or assign Grantor's right to annex or withdraw property pursuant to this Article (subject to the limitations described in this Article), provided that the transferee or assignee is the developer of at least a portion of the real property described in **Exhibit A** and that such transfer is memorialized in a written, recorded instrument executed by Grantor.

ARTICLE XXIII: MISCELLANEOUS

23.1 Term. The Restrictions created pursuant to this Declaration shall be perpetual, subject only to extinguishment by the holders of such Restrictions as provided by law. The Restrictions of this Declaration shall run until January 1, 2027, unless amended as herein provided. After January 1, 2027, such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Master Association and such written instrument is recorded with the Boise County, Idaho Recorder's Office.

23.2 Amendment.

23.2.1 By Grantor. Until the recordation of the first deed transferring title to a Building Lot from Grantor to an Owner, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor by recordation of a written instrument setting forth such amendment, except as otherwise required by Boise County.

23.2.2 By Owners. Except as provided in the section immediately below, after the recordation of the first deed to a Building Lot, any amendment to any provision of this Declaration, other than to this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Master Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing at least two-thirds (2/3) of the total voting power in the Master Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Boise County, Idaho Recorder's Office. Any amendment to this Article shall require the vote or written consent of Members representing ninety percent (90%) of the voting power of the Master Association.

23.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Building Lots notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the Restrictions applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot(s) which existed prior to such amendment(s).

23.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any First Mortgage upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such First Mortgage, such Building Lot shall remain subject to this Declaration, as amended.

23.4 Registration of Mailing Address. Each Member shall register his mailing address with the Secretary of the Master Association from time to time, and notices or demands intended to be served upon or given to a Member shall be personally delivered to or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address.

23.5 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by facsimile or by U.S. Mail. If delivery is made by U.S. Mail, delivery shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the U.S. Mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Master Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Master Association, or to the address of such Person as contained in the Boise County, Idaho Assessor's tax rolls. Such address may be changed from time to time by notice in writing to the Master Association.

23.6 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to such Owner's Building Lot (excepting transfers by operation of law) shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Building Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

23.7 Enforcement and Non-Waiver.

23.7.1 Right of Enforcement. Except as otherwise provided herein, any Owner, Association or Grantor shall have the right to enforce any or all of the provisions hereof against any portion of the Property and against Owners thereof.

23.7.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, an Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

23.7.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth in this Declaration and any and all enforcement procedures in law and equity.

23.7.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

23.7.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

23.8 Use of Trade Name. Each Owner by acceptance of a deed for such Owner's Building Lot shall be deemed to acknowledge that "**Southfork Landing**" and/or "**SFL**" is or may become a servicemark, trade name and/or trademark of Southfork Landing, or its licensees, and to covenant that any such Owner shall not use the term Southfork Landing without the prior written permission of Southfork Landing, or its successors, assigns or licensees, which permission may be withheld or conditioned by Southfork Landing in its sole discretion.

23.9 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

23.9.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the Recitals of this Declaration.

23.9.2 Restrictions Severable. Notwithstanding the provision of the immediately foregoing subsection, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

23.9.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

23.9.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

23.10 Successors and Assigns. All references herein to Grantor, Owner, Members, Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

23.11 Owners' Further Acknowledgments. By accepting a deed to any Building Lot(s) contained within the Property, each Owner acknowledges and agrees to the following:

23.11.1 Project Documents. That Owner has read and understands the Project Documents;

23.11.2 Use by General Public. That certain portions of Southfork Landing may be utilized by the general public;

23.11.3 Use Permits. That in order to receive approval to develop Southfork Landing, Grantor was required to obtain conditional use approval from Boise County, that through this process certain conditions of approval attached to the Southfork Landing development, and that Owner understands and will abide by all such conditions. All Owners acknowledge and agree that such Owners will contact Boise County for particulars;

23.11.4 Development Plans. That Owner understands that the property surrounding Southfork Landing may be included in future development plans by Grantor or other entities and acknowledges the right of such property to be developed in compliance with applicable local, county, state and federal law;

23.11.5 Other Uses. That Owner acknowledges that property in the vicinity of Southfork Landing may be developed for other than residential uses;

23.11.6 Due Diligence Completed. That Owner has accepted title to the Building Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes such Building Lot(s) "AS IS, WHERE IS," without any express or implied warranty from Grantor.

23.12 Conflicts Between Documents. In case of conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Design Guidelines, this Declaration shall control.

IN WITNESS WHEREOF, the undersigned being duly authorized have executed this Declaration effective this 21st day of September, 2007.

GRANTOR:

EAGLE SPRINGS RANCH, LLC, an Idaho limited liability company

BARNES VENTURES, INC., an Idaho corporation

By: Southfork Landing, Inc., an Idaho corporation

By: [Signature]
T. Erik Oaas, President

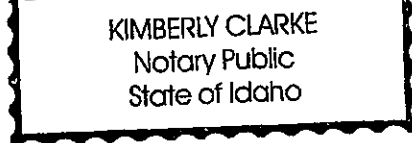
By: [Signature]
Lori Barnes, Authorized Representative

GIRONEDOFF

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of September, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared T. Erik Oaas, known or identified to me to be the President of Southfork Landing, Inc., the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

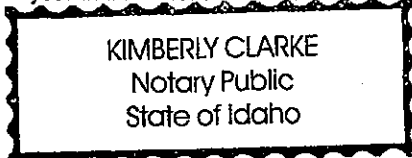


[Signature]
Notary Public for Idaho
Residing at Boise
My commission expires: 4-13-11

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of September, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori Barnes, known or identified to me to be the Authorized Representative of Barnes Ventures, Inc., the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Boise
My commission expires: 4-13-11



EXHIBIT A

Legal Description Southfork Landing Boundaries

A parcel of land being all of Government Lots 6 and 7 located in Section 27, Township 9 North, Range 4 East, Boise Meridian, and all of the Southwest Quarter of the Southwest Quarter of Section 27, Township 9 North, Range 4 East, Boise Meridian, and all of Government Lots 2 and 3 and a portion of Government Lot 4 of Section 28, Township 9 North, Range 4 East, Boise Meridian, and the Southeast Quarter of the Northwest Quarter of Section 28, Township 9 North, Range 4 East, Boise Meridian, and that portion of Quit Claimed land from the State of Idaho located in the North Half of Section 28, Township 9 North, Range 4 East, Boise Meridian, and Government Lots 2 and 3 of Section 34, Township 9 North, Range 4 East, Boise Meridian, and a portion of Section 34, Township 9 North, Range 4 East, Boise Meridian, A portion of Governments 5, 6 and 7 located in Section 34, Township 9 north, Range 4 East and a portion of the South Half of Section 34, Township 9 north, Range 4 East, all in Boise County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 28, Township 9 North, Range 4 East; thence along the West line of Said Southeast Quarter of the Northwest Quarter and the West line of said Government Lot 2, North $01^{\circ}01'12''$ West a distance of 2638.42 feet; thence along the North line of said Government Lot 2, North $89^{\circ}09'59''$ East a distance of 667.59 feet to the meander corner of said Government Lot 2; thence South $84^{\circ}13'18''$ East a distance of 37.47 feet to the ordinary high water line of the Left Bank of the South Fork of the Payette River; thence along said ordinary high water line of the Left Bank of the Payette River the following courses and distances: South $10^{\circ}34'22''$ West a distance of 82.65 feet; thence South $08^{\circ}55'41''$ East a distance of 201.02 feet; thence South $14^{\circ}21'08''$ East a distance of 146.11 feet; thence South $49^{\circ}13'08''$ East a distance of 89.19 feet; thence South $39^{\circ}11'24''$ East a distance of 89.70 feet; thence South $36^{\circ}01'03''$ East a distance of 205.28 feet; thence South $28^{\circ}37'48''$ East a distance of 76.23 feet; thence South $51^{\circ}56'21''$ East a distance of 60.54 feet; thence South $58^{\circ}27'18''$ East a distance of 357.49 feet; thence South $57^{\circ}24'46''$ East a distance of 76.51 feet; thence North $73^{\circ}33'52''$ East a distance of 44.69 feet; thence North $86^{\circ}46'14''$ East a distance of 154.64 feet; thence South $63^{\circ}21'26''$ East a distance of 443.93 feet;



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thence South 68°11'06" East a distance of 427.41 feet;
 thence South 61°41'54" East a distance of 153.89 feet;
 thence South 73°27'24" East a distance of 173.12 feet;
 thence South 70°17'24" East a distance of 110.32 feet;
 thence South 87°32'21" East a distance of 58.80 feet to a point on the Southwesterly bank of a Side Channel of the South Fork of the Payette River;
 thence along said Southwesterly bank the following courses and distances: South 43°36'39" East a distance of 198.94 feet;
 thence South 47°33'16" East a distance of 500.97 feet;
 thence South 37°22'01" East a distance of 230.97 feet;
 thence South 06°20'19" East a distance of 116.06 feet;
 thence South 31°46'12" West a distance of 250.28 feet; thence leaving said Southwesterly Bank, South 26°00'30" East a distance of 133.44 feet to a point on the Northeasterly Bank of said Side Channel; thence along said Northeasterly bank the following courses and distances: North 60°49'13" East a distance of 17.83 feet;
 thence North 36°50'41" East a distance of 58.95 feet;
 thence North 55°03'46" East a distance of 207.97 feet;
 thence North 06°06'02" East a distance of 233.01 feet;
 thence North 08°47'43" West a distance of 185.09 feet;
 thence North 52°38'31" West a distance of 149.02 feet;
 thence North 39°05'15" West a distance of 197.33 feet;
 thence North 57°10'54" West a distance of 296.19 feet;
 thence North 43°54'33" West a distance of 95.24 feet;
 thence North 44°34'51" East a distance of 180.83 feet to a point on the ordinary high water line of the Left Bank of the Payette River; thence along said ordinary high water line of the Left Bank of the Payette River the following courses and distances:
 thence North 69°08'01" East a distance of 194.59 feet;
 thence North 78°21'12" East a distance of 208.63 feet;
 thence North 57°33'04" East a distance of 101.69 feet;
 thence North 78°22'21" East a distance of 154.82 feet;
 thence North 82°38'32" East a distance of 86.84 feet;
 thence South 01°43'05" West a distance of 1.85 feet;
 thence North 84°17'00" East a distance of 76.42 feet;
 thence South 66°05'15" East a distance of 205.23 feet;
 thence South 66°30'42" East a distance of 191.64 feet;
 thence South 64°22'01" East a distance of 137.82 feet;
 thence South 60°27'21" East a distance of 73.77 feet;
 thence South 52°07'28" East a distance of 136.03 feet;
 thence South 48°01'42" East a distance of 148.16 feet;
 thence South 43°28'15" East a distance of 271.29 feet;
 thence South 10°52'17" East a distance of 124.36 feet;
 thence South 18°12'13" West a distance of 46.84 feet;
 thence South 06°37'40" East a distance of 219.34 feet;
 thence South 17°10'04" East a distance of 83.08 feet;



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thence South 03°00'11" East a distance of 187.88 feet;
 thence South 04°06'55" West a distance of 181.67 feet;
 thence South 19°38'37" East a distance of 46.47 feet;
 thence South 00°20'34" East a distance of 143.96 feet;
 thence South 02°00'53" East a distance of 164.41 feet;
 thence South 00°27'46" East a distance of 30.82 feet;
 thence South 19°38'48" East a distance of 409.00 feet;
 thence North 19°38'48" West a distance of 409.00 feet;
 thence North 00°27'46" West a distance of 30.82 feet;
 thence South 00°27'46" East a distance of 30.82 feet;
 thence South 19°38'48" East a distance of 409.00 feet;
 thence South 23°15'12" East a distance of 238.25 feet;
 thence South 21°28'53" East a distance of 97.56 feet;
 thence South 52°07'36" East a distance of 85.40 feet;
 thence North 52°07'36" West a distance of 85.40 feet;
 thence North 21°28'53" West a distance of 97.56 feet;
 thence South 21°28'53" East a distance of 97.56 feet;
 thence South 52°07'36" East a distance of 85.40 feet;
 thence South 46°34'31" East a distance of 52.95 feet;
 thence South 42°58'42" East a distance of 219.72 feet;
 thence South 58°11'44" East a distance of 129.59 feet;
 thence South 35°17'30" East a distance of 118.35 feet;
 thence South 41°12'45" East a distance of 99.04 feet;
 thence South 27°25'49" East a distance of 104.36 feet;
 thence South 43°51'52" East a distance of 96.48 feet;
 thence South 23°56'26" East a distance of 341.04 feet;
 thence South 39°51'55" East a distance of 355.44 feet;
 thence South 70°14'42" East a distance of 209.96 feet;
 thence South 39°08'37" East a distance of 124.05 feet;
 thence South 55°32'56" East a distance of 220.63 feet;
 thence South 63°00'40" East a distance of 104.73 feet;
 thence South 73°15'34" East a distance of 252.43 feet;
 thence North 87°32'32" East a distance of 247.22 feet;
 thence South 61°29'28" East a distance of 233.53 feet;
 thence South 79°35'17" East a distance of 182.66 feet;
 thence South 81°21'57" East a distance of 206.30 feet;
 thence South 68°05'34" East a distance of 65.78 feet;
 thence North 24°39'21" East a distance of 86.28 feet;
 thence South 75°56'19" East a distance of 220.57 feet;
 thence South 62°52'13" East a distance of 116.49 feet;
 thence South 68°34'52" East a distance of 175.17 feet;
 thence South 55°29'55" East a distance of 117.267 feet;
 thence South 25°50'47" East a distance of 149.57 feet;
 thence South 08°55'17" East a distance of 123.727 feet;



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thence South 03°09'10" East a distance of 142.057 feet;
thence South 44°08'35" East a distance of 132.57 feet;
thence South 32°10'29" East a distance of 120.08 feet;
thence South 36°13'19" East a distance of 192.36 feet;
thence South 51°43'27" East a distance of 97.48 feet;
thence South 49°32'05" East a distance of 269.15 feet;
thence South 41°17'36" East a distance of 695.39 feet;
thence South 47°04'00" East a distance of 217.40 feet;
thence South 59°59'08" East a distance of 265.67 feet;
thence South 69°19'56" East a distance of 207.11 feet;
thence North 80°17'09" East a distance of 762.73 feet;
thence South 72°28'14" East a distance of 511.40 feet;
thence South 68°20'44" East a distance of 420.28 feet;
thence South 75°01'35" East a distance of 618.32 feet;
thence South 57°38'54" East a distance of 427.63 feet;
thence South 30°10'00" East a distance of 117.73 feet;
thence South 08°33'31" East a distance of 185.44 feet to a point on the centerline of Alder Creek; thence along the centerline of said Alder Creek the following courses and distances: South 47°29'50" West a distance of 182.40 feet;
thence South 80°23'38" West a distance of 114.44 feet;
thence South 51°30'31" West a distance of 249.86 feet;
thence South 29°12'56" West a distance of 214.95 feet;
thence South 10°55'13" West a distance of 129.14 feet;
thence South 04°41'22" West a distance of 254.56 feet;
thence South 13°34'39" East a distance of 177.09 feet;
thence South 05°29'58" West a distance of 181.58 feet to a point on the North Line of Creekside at Crosstimber Ranch Subdivision; thence along the North Line of Creekside at Crosstimber Ranch Subdivision and the North line of Crosstimber Ranch Subdivision No. 1 the following courses and distances: South 89°56'07" West a distance of 389.97 feet; South 89°51'55" West a distance of 80.97 feet;
thence South 00°43'02" East a distance of 17.02 feet;
thence South 89°31'52" West a distance of 1327.55 feet;
thence along the West line of Crosstimber Ranch Subdivision No. 1, South 00°37'41" East a distance of 635.26 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence along the South line of the Southwest Quarter of the Southwest Quarter of said Section 35, South 89°51'55" West a distance of 1328.60 feet to the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence along the West line of the Southwest Quarter of the Southwest Quarter of said Section 35, North 00°30'40" West a distance of 313.89 feet;
thence along the South line North Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 34, South 89°51'52" West a distance of 651.48 feet; thence North 00°33'18" West a distance of 314.90 feet;



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thence South 89°58'10" West a distance of 325.62 feet along the East line of the East half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 34; thence South 00°33'06" East a distance of 630.30 feet along the West line of the East half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 34 to a point on the South line of the Southeast Quarter of said Section 34; thence along said South line, South 89°49'56" West a distance of 1628.16 feet to a found Brass Cap monument at the South Quarter corner of said Section 34; thence North 00°40'02" West a distance of 2536.87 feet along the west line of the Southeast Quarter of said Section 34 to a found 5/8" iron pin marking the Center of said Section 34; thence North 89°37'10" West a distance of 1290.62 feet along the South line of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North 01°06'46" West a distance of 1297.36 feet along the West line of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North 89°01'17" West a distance of 1299.06 feet along the South line of the Northwest Quarter of the Northwest Quarter of said Section 34; thence North 01°38'01" West a distance of 1311.46 feet along the West line of the Northwest Quarter of the Northwest Quarter of said Section 34; thence North 00°00'33" East a distance of 1271.22 feet along the West line of the Southwest Quarter of the Southwest Quarter of said Section 27; thence North 00°00'20" East a distance of 400.00 feet along the East line of said Government Lot 4 in said Section 28; thence South 89°53'13" West a distance of 1329.65 feet to a point on the West Line of said Government Lot 4; thence North 00°43'21" West a distance of 888.61 feet along the West line of said Government Lot 4; thence North 89°21'39" West a distance of 2652.42 feet along the South line of Government Lot 3 of said Section 28 and the Southeast quarter of the Northwest Quarter of said Section 28 to the POINT OF BEGINNING.

EXCEPTING THEREFROM

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at Brass Cap monument located at the corner common to said Sections 27, 28, 33 and 34 of said Township and Range; thence South 64°05'35" East a distance of 861.62 feet to a found 5/8" iron pin marking the TRUE POINT OF BEGINNING; thence South 42°27'46" East a distance of 455.00 feet to a found 5/8" iron pin; thence South 47°32'14" West a distance of 643.71 feet to a found 5/8" iron pin; thence North 42°27'46" West a distance of 125.65 feet to a found 5/8" iron pin; thence North 28°25'31" East a distance of 384.93 feet to a found 5/8" iron pin; thence North 42°27'46" west a distance of 203.32 feet to a found 5/8" iron pin; thence North 47°32'14" East a distance of 280.00 feet to the POINT OF BEGINNING.

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AND EXCEPTING THEREFROM

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at Brass Cap monument located at the corner common to said Sections 34 and 35 of said Township and Range and sections 2 and 3 of Township 8 North, Range 4 East, Boise Meridian, Boise County, Idaho; thence along the East line of the Southeast Quarter of the Southeast Quarter of said Section 34, North 00°29'40" West a distance of 1255.58 feet to the Northeast corner thereof; thence along the East line of the Northeast Quarter of the Southeast Quarter of said Section 34, North 00°28'12" West a distance of 78.61 feet; thence leaving said East line, South 87°51'31" West a distance of 66.80 feet to found iron pin marking the **TRUE POINT OF BEGINNING**; thence South 87°51'31" West a distance of 608.48 feet to found iron pin; thence North 02°02'37" West a distance of 429.28 feet to found iron pin; thence North 81°47'51" East a distance of 118.14 feet; thence South 79°56'44" East a distance of 247.30 feet to a found iron pin; thence South 38°15'04" East a distance of 338.84 feet to a found iron pin; thence South 25°01'33" East a distance of 125.66 feet to the **POINT OF BEGINNING**.

AND EXCEPTING THEREFROM

A parcel of land located in the East One Half of Section 28 and the West One Half of Section 27, Township 9 North, Range 4 East of the Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range; thence along the Easterly line of said Section 28, North 00°00'30" East a distance of 1271.22 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence North 00°00'20" East a distance of 691.74 feet to a Brass Cap monument marking the Meander corner of Government Lot 4 in said Section 28; thence along the Ordinary Highwater Line of the Left Bank of a Side Channel of the South Fork of the Payette River, South 87°44'30" West a distance of 242.27 feet; thence leaving said Left Bank, North 26°00'30" West a distance of 564.61 feet to the **TRUE POINT OF BEGINNING**; said point being on the Ordinary Highwater line of the Right Bank of a Side Channel of the South Fork of the Payette River; thence along the Ordinary Highwater line of the Right and Left Banks of a Side Channel of the South Fork of the Payette River the following courses and distances:
thence South 60°49'13" West a distance of 84.73 feet;
thence South 59°32'17" West a distance of 71.89 feet;
thence South 18°55'54" West a distance of 79.63 feet;
thence South 07°53'55" East a distance of 111.66 feet;
thence South 31°41'37" East a distance of 111.91 feet;
thence South 65°53'44" East a distance of 71.86 feet;
thence South 48°21'20" East a distance of 120.10 feet;
thence South 85°22'27" East a distance of 167.83 feet;
thence South 85°32'23" East a distance of 51.20 feet;
thence North 85°59'25" East a distance of 176.71 feet;
thence North 47°48'22" East a distance of 102.76 feet;



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Continued as
Page 7

thence North 49°30'22" East a distance of 39.84 feet;
 thence North 34°14'21" East a distance of 93.05 feet;
 thence North 82°42'13" East a distance of 154.03 feet;
 thence North 75°12'06" East a distance of 221.49 feet;
 thence North 86°25'20" East a distance of 78.77 feet;
 thence North 58°44'10" East a distance of 81.01 feet;
 thence North 76°16'22" East a distance of 76.52 feet;
 thence South 85°51'42" East a distance of 145.64 feet;
 thence South 63°36'37" East a distance of 163.34 feet;
 thence South 31°24'39" East a distance of 200.75 feet;
 thence South 00°27'46" East a distance of 30.82 feet;
 thence North 70°43'54" West a distance of 84.68 feet;
 thence North 13°08'42" West a distance of 52.22 feet;
 thence North 42°17'32" West a distance of 52.75 feet;
 thence North 01°54'35" West a distance of 49.32 feet;
 thence North 55°11'45" West a distance of 135.52 feet;
 thence North 70°49'39" West a distance of 60.76 feet;
 thence South 89°44'01" West a distance of 87.04 feet;
 thence South 74°27'19" West a distance of 82.01 feet;
 thence South 41°17'16" West a distance of 101.98 feet;
 thence South 60°41'17" West a distance of 99.48 feet;
 thence South 83°07'45" West a distance of 205.26 feet;
 thence North 61°17'09" West a distance of 64.16 feet;
 thence North 85°45'48" West a distance of 41.09 feet;
 thence South 70°35'09" West a distance of 58.33 feet;
 thence South 27°19'39" West a distance of 126.53 feet;
 thence South 50°29'29" West a distance of 117.71 feet;
 thence North 85°01'46" East a distance of 139.70 feet;
 thence South 85°37'25" East a distance of 156.73 feet;
 thence South 65°29'22" East a distance of 77.20 feet;
 thence South 57°26'52" East a distance of 102.47 feet;
 thence South 46°36'25" East a distance of 60.09 feet;
 thence South 67°57'05" East a distance of 39.21 feet;
 thence North 71°26'40" East a distance of 135.32 feet;
 thence South 44°09'26" East a distance of 23.15 feet;
 thence South 58°56'31" East a distance of 83.25 feet;
 thence South 61°47'52" East a distance of 62.40 feet;
 thence South 43°46'41" East a distance of 213.70 feet;
 thence South 23°15'27" East a distance of 95.94 feet;
 thence South 03°30'10" East a distance of 77.46 feet;
 thence South 35°28'07" West a distance of 74.18 feet;
 thence South 04°39'23" East a distance of 108.75 feet;
 thence South 12°39'46" East a distance of 136.60 feet;
 thence South 32°35'17" East a distance of 40.02 feet;
 thence North 70°28'43" East a distance of 20.04 feet;
 thence South 56°54'02" East a distance of 20.27 feet;
 thence North 88°12'05" East a distance of 13.47 feet;
 thence South 28°16'24" East a distance of 55.11 feet;



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Continued as
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thence South 20°52'48" East a distance of 53.89 feet;
 thence North 80°36'29" East a distance of 14.72 feet;
 thence North 64°42'44" East a distance of 74.58 feet;
 thence North 23°39'06" East a distance of 70.23 feet;
 thence North 51°56'26" East a distance of 101.69 feet;
 thence North 03°13'41" East a distance of 133.86 feet;
 thence North 45°58'30" East a distance of 22.49 feet;
 thence North 84°03'41" East a distance of 26.22 feet;
 thence North 66°00'10" East a distance of 49.05 feet;
 thence South 52°07'36" East a distance of 85.40 feet;
 thence South 47°50'40" West a distance of 140.06 feet;
 thence South 37°02'40" West a distance of 175.45 feet;
 thence South 52°22'08" West a distance of 167.49 feet;
 thence North 51°51'52" West a distance of 85.70 feet;
 thence North 82°31'52" West a distance of 153.08 feet;
 thence North 69°20'02" West a distance of 160.19 feet;
 thence North 31°44'38" West a distance of 208.68 feet;
 thence North 02°57'50" West a distance of 78.28 feet;
 thence North 24°44'52" East a distance of 55.97 feet;
 thence North 77°44'46" East a distance of 156.24 feet;
 thence North 89°01'06" East a distance of 73.31 feet;
 thence North 51°17'40" East a distance of 50.26 feet;
 thence North 22°43'50" West a distance of 91.04 feet;
 thence North 38°11'26" West a distance of 136.34 feet;
 thence North 50°16'16" West a distance of 174.77 feet;
 thence North 77°57'19" West a distance of 49.81 feet;
 thence South 87°17'32" West a distance of 138.46 feet;
 thence North 36°48'16" West a distance of 101.03 feet;
 thence North 70°16'06" West a distance of 123.63 feet;
 thence South 87°42'36" West a distance of 244.09 feet;
 thence South 87°44'30" West a distance of 242.27 feet;
 thence North 88°02'35" West a distance of 378.81 feet;
 thence North 52°22'34" West a distance of 64.08 feet;
 thence North 39°28'02" West a distance of 33.13 feet;
 thence North 12°49'55" West a distance of 26.72 feet;
 thence North 19°00'18" West a distance of 118.48 feet;
 thence North 12°41'37" West a distance of 110.42 feet;
 thence North 09°33'34" West a distance of 185.39 feet;
 thence North 33°12'33" East a distance of 139.40 feet;
 thence North 44°53'24" East a distance of 161.41 feet;
 thence South 26°00'30" East a distance of 133.44 feet to the POINT OF BEGINNING.

Subject to Easements of use or of record.

Subject to Claims of the State to lands lying below the described ordinary highwater line
 of the South Fork of the Payette River and said Side Channel.

End of description

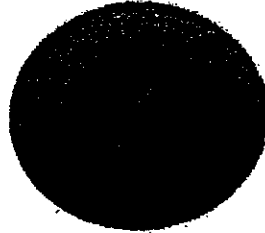
October 10, 2007

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**EXHIBIT B
Contribution
Agreement**



CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into this 13th day of February, 2006, by and between Eagle Springs Ranch, LLC, an Idaho limited liability company ("ESR"), and Lenora Barnes Revocable Living Trust ("Barnes Trust"), and Garden Valley School District #71 ("School District"). ESR and Barnes Trust are sometimes collectively referred to herein as "Southfork." Southfork and School District are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS:

A. ESR owns that certain real property legally described on Exhibit A, attached hereto and made a part hereof (the "Southfork Property"). Barnes Trust owns that certain real property legally described on Exhibit B, attached hereto and made a part hereof (the "Barnes Property"). Both the Southfork Property and the Barnes Property, as and when developed, will be served by School District.

B. ESR and Barnes Trust have filed, or in the immediate future will file, a joint application to Boise County for conceptual planned development and preliminary subdivision plat approval in connection with the Southfork Property and the Barnes Property (collectively referred to herein as the "Project" or "Southfork Landing"). As planned, Southfork Landing will contain approximately 526 residences and 90 commercial units. While the developer does not expect early phase homeowners to be acquiring primary homes, it is anticipated that, at full build out, Southfork Landing will add some students to Garden Valley School District #71.

C. Southfork recognizes the need for excellent school facilities to serve the community, including new students in Southfork Landing, and appreciates the mission of School District to provide educational excellence that gives students the opportunity to succeed in an ever-changing world. Southfork recognizes that funding for school facilities relies on the sale of bonds approved by a two-thirds majority vote of School District taxpayers. As evidenced by a recent Idaho Supreme Court ruling and state legislative studies, while such taxpayer approval ensures local control, the hurdle can be difficult to overcome.

D. Southfork desires to honor the concept of local control and also desires to assist School District more easily clear this hurdle by voluntarily committing to provide financial contributions to be used

CONTRIBUTION AGREEMENT - 1

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to repay school facility bonds approved by the taxpayers of Garden Valley School District #71, which financial contributions are over and above property taxes. The Parties acknowledge that there is no requirement for Southfork to financially assist School District other than as duly established through property taxes.

E. Consistent with the terms hereof, Southfork desires to voluntarily contribute toward the repayment of a bond issued for new school construction, which new school will enable School District to readily meet its mission statement for all students, including those students that might reside in Southfork Landing, and which school will improve the marketability of Southfork Landing.

F. School District recognizes and appreciates the willingness of Southfork to make such voluntary contributions assuming that Southfork Landing is approved by Boise County. School District recognizes and appreciates Southfork's willingness to improve the community-wide educational standard.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, the Parties represent, covenant, undertake and agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of contract for the first sale of a residential lot in Southfork Landing and the Term shall continue for eight (8) years following such commencement date (the "Term"); however, if a bond, described further below, is not placed on the ballot by School District in calendar year 2008, the Term of this Agreement shall commence on the date that Boise County approves the preliminary plat for Southfork Landing.

2. **Contribution.** Southfork shall deliver, or cause to be delivered, to a title insurance company licensed in the State of Idaho ("Escrowee"), on or about the closing date of the first sale of each residential lot in Southfork Landing, an amount equal to one and one-half percent (1 1/2 %) of the gross purchase price paid in connection with the first sale of each such residential lot in Southfork Landing (individually, the "Contribution" and collectively, the "Contributions"). The Contribution in connection with any residential lot, whether located on the Southfork Property or the Barnes Property, shall be paid proportionately by ESR and Barnes Trust in the proportion of approximately seventy percent (72%) of the Contribution and approximately thirty percent (28%) of the Contribution, respectively. The Contribution shall be paid subject to the terms of this Agreement and shall only be paid in connection with the sale of a residential lot in Southfork Landing. Hence, should Southfork transfer all or a portion of the Project to another developer, such bulk transfer shall not trigger the payment of the Contribution.

3. **Escrow.** The Contributions contemplated herein shall be held by Escrowee through a long-term escrow using form escrow instructions then in use by Escrowee, modified to reflect the terms and conditions of this Agreement and as mutually agreed upon by the Parties. The cost of the escrow relating to this Agreement and the transactions contemplated herein shall be equally divided between ESR and Barnes Trust. This Agreement shall not be merged into any escrow instructions, and the escrow instructions shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Southfork and School District.

The terms of the escrow instructions shall include, without limitation:

- Any and all Contributions shall be held by Escrowee and shall not be delivered to School District unless and until a bond is passed by the electorate during the Term, as more fully provided in, and contemplated by, this Agreement.

CONTRIBUTION AGREEMENT - 2

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- If and when a bond is passed by the electorate during the Term, the Parties shall, as soon as practicable, direct Escrowee to deliver any and all Contributions held by Escrowee to School District, which Contributions shall be used by School District for partial repayment of such bond.
- From and after the passage of a bond by the electorate during the Term, any and all Contributions received by Escrowee during the Term shall be, as soon as practicable, delivered to School District.
- Except for notices or demands expressly contemplated in the escrow instructions, Escrowee shall be authorized to disregard any and all notices or warnings given by any one of the Parties or by any other person or entity, but Escrowee shall be authorized to regard and to comply with any and all orders, judgments or decrees entered or issued by any Court with competent jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any Court with competent jurisdiction, the Escrowee shall not be liable to any of the Parties hereto or any other person or entity by reason of such compliance, notwithstanding any such order, judgment or decree is subsequently reversed, modified, annulled, set aside or vacated.
- The escrow instructions may not be amended except by a writing signed by all of the Parties thereto.
- Deposits made pursuant to the escrow instructions may be invested on behalf of any Party or Parties hereto; provided that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all other Parties to the escrow instructions.

4. **Conditions Precedent To Delivery of Contribution.** This Agreement, and Southfork's obligation to deliver the Contributions to School District, are subject to the following express conditions precedent. Notwithstanding anything to the contrary which may be contained herein, each of the conditions precedent may be waived in writing by Southfork, such conditions being for the exclusive protection and benefit of Southfork. School District agrees to cooperate with Southfork and to execute any documents which may be necessary or convenient to the performance or satisfaction of these conditions precedent.

(a) **Bond.** Each calendar year, beginning in calendar year 2006, and continuing for seven (7) consecutive calendar years thereafter (unless and until a bond is passed by the electorate of the School District as contemplated by this Agreement) School District will use all good faith efforts to submit to the qualified electors of School District the question as to whether the School District board shall be empowered to issue negotiable coupon bonds in an amount and for a period of time to be named in the notice of election; provided, however, the amount of such bond shall be less than or equal to five percent (5%) of the most recently available market value for assessment purposes at the time of the school bond election; and provided, further, however, the amount of such bond shall be enough to complete the construction of a new school. School District shall use best efforts to achieve passage of the bond and Southfork shall use all good faith efforts to assist School District in the campaign leading up to the bond election.

(b) **Capital Improvements Plan.** In the event that a bond is not passed by the electorate of the School District during the Term, as contemplated by this Agreement, School District has the right but not the obligation, during the Term and thirty (30) days following the end of the Term, to present to Southfork a capital improvements plan in connection with the existing school. If School District presents such a plan to Southfork, the Parties shall use all good faith efforts to review and reach an understanding on the capital improvement priorities of such plan prior to sixty (60) days following the end of the Term. If the Parties reach such understanding, this Agreement shall be amended to reflect that

CONTRIBUTION AGREEMENT - 3

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understanding and to reflect the manner in which the Contributions will be released to School District to pay for the improvements prioritized in such plan. In the event a bond is not passed by the electorate of the School District during the Term and School District does not present such a plan, or if the Parties cannot reach an understanding in connection with such a plan within sixty (60) days following the end of the Term, any and all Contributions, and interest earned thereon, held by Escrowee shall be delivered to Southfork.

(c) **Approval by Boise County.** The Southfork Property and the Barnes Property are (or will be) zoned and/or subdivided and all studies, reports, permits, approvals and written agreements satisfactory to Buyer (including, without limitation, site plan approvals, subdivision plat(s), building and use permits, and environmental reports and permits) required by the appropriate public or governmental authorities to permit the development of Southfork Landing in accordance with Buyer's intended use have been finally adopted, all without conditions that, in Buyer's reasonable opinion, would cause construction of facilities and/or site work on the Property to be economically unfeasible.

(d) **Failure of a Condition Precedent.** In all events, the obligation of Southfork to pay Contribution(s) is subject to the provisions of paragraph 5 below and is contingent upon: (i) the conditions precedent provided for in this Agreement being satisfied or waived by Southfork in writing; and (ii) School District otherwise having performed all of School District's obligations hereunder. In the event of a failure of any condition precedent set forth herein, then Southfork may declare this Agreement null and void, and the Parties shall have no further obligations or liabilities hereunder.

5. **Supreme Court Ruling.** The Parties acknowledge that the Idaho Supreme Court ruling in *Idaho Schools for Equal Educational Opportunity vs. the State of Idaho* has prompted the State legislature to review possible alternative funding sources for public schools. The Parties acknowledge that the legislature may enable School District to charge fees in connection with residential lots in Southfork Landing to fund public school capital facilities. The Parties acknowledge and agree that if School District duly charges such fees in connection with any residential lot, each residential lot owner shall pay such fees (whether that residential lot owner is Southfork or a subsequent owner); provided, however, if the conditions precedent to the release of Contribution from Escrowee to School District have been met, as provided further in paragraph 4 above, then Southfork shall receive a credit against any and all such fees paid (whether by Southfork or a subsequent residential lot owner), which credit shall be an amount equal to the lesser of: such fee charged by School District and paid in connection with any particular residential lot; or the Contribution delivered to Escrowee in connection with such residential lot.

In addition to the obligations specified in this Agreement or contemplated to be performed, executed and/or delivered by School District or Southfork, in light of the unknown circumstances surrounding School District's ability to charge and collect such fees, School District and Southfork, also agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at any time during the Term, any and all such further acts and assurances as School District and Southfork, as the case may be, may reasonably require to evidence the intent of the Parties hereunder.

6. **Termination.**

(a) **Upon Agreement.** The Parties may terminate this Agreement by mutual written agreement upon the terms contained in such agreement.

(b) **Upon Breach.** Either Party may elect to terminate this Agreement if the other Party is in a material breach of this Agreement and such default continues for a period of thirty (30) days after written notice thereof has been given to the Party in default by the other Party; provided, however, that if the nature of the alleged breach is such that it cannot be cured within thirty (30) days, this Agreement shall not terminate thirty (30) days after the giving of written notice if in the opinion of the non-defaulting Party, the Party alleged to be in breach is taking or has taken reasonable steps (within said thirty (30) day period) to cure the alleged breach and such steps are being diligently pursued.

CONTRIBUTION AGREEMENT - 4

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(c) Release. Upon the expiration or earlier termination of this Agreement, the Parties shall thereafter be automatically relieved and released from all further liabilities and obligations hereunder, except for: (i) liabilities and obligations accruing prior to the date of expiration or earlier termination; and (ii) liabilities and obligations contained herein which are expressly made to extend beyond the Term.

7. Indemnity.

(a) Southfork. Southfork agrees to indemnify and hold harmless School District or its trustees, employees, agents or representatives from any loss, cost, damage, liability or expense (including reasonable attorneys' fees) incurred as a result of the failure of Southfork or any of its members, employees, agents or representatives to act or perform as required by the terms of this Agreement.

(b) School District. School District agrees to indemnify and hold harmless Southfork or any of its members, employees, agents or representatives from loss, cost, damage, liability or expense (including reasonable attorneys' fees) incurred as a result of the failure of School District or its trustees, employees, agents or representatives to act or perform as required by the terms of this Agreement.

(c) No Third-Party Beneficiaries. The obligations of each Party shall inure solely to the benefit of the other Party, and no person or entity shall be a third-party beneficiary of this Agreement.

8. Consolidation. In the event that School District consolidates with another school district, any and all Contributions shall be expended in connection with a new school (or the existing school as provided further in Section 4(b)) located within the geographic area that presently comprises the School District.

9. Notices. All Notices, demands, requests, and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered: by hand to the Party to whose attention it is directed; or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified or registered with return receipt requested; or one (1) day after deposit with a nationally recognized courier providing next day delivery; or if sent by facsimile to the Party to whose attention it is directed, addressed as follows:

Eagle Springs Ranch:

Oaas Laney, LLC
Attention: T. Erik Oaas
519 W. Front Street
Boise, Idaho 83702
Telephone: (208) 429-9566
Facsimile: (208) 429-9597

With a copy to:

Dynamis Group, LLC
Attention: C. Lloyd Mahaffey
82 E. State Street, Suite C
Eagle, ID 83616
Telephone: (208) 938-4990
Facsimile: (208) 938-5672

CONTRIBUTION AGREEMENT - 6

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And with a copy to:

JoAnn C. Butler
Spink Butler, LLP
251 E. Front Street, Suite 200
Boise, ID 83702
Telephone: (208) 388-1093
Facsimile: (208) 388-1001

Garden Valley School District:

Garden Valley School District #71
Vic Koshuta, Superintendent
1076 Banks Lowman Hwy
Garden Valley, ID 83822
Telephone: (208) 462-3756
Facsimile: (208) 462-3570

With a copy to:

Anderson, Julian & Hull, LLP
Brian K. Julian
250 South Fifth Street, Suite 700
P.O. Box 7426
Boise, ID 83707-7426
Telephone: (208) 344-5800
Facsimile: (208) 344-5510

or at such other address or to such other Party which any Party entitled to receive notice hereunder designates to the other Party in writing as provided above.

10. Counterparts. This Agreement may be executed in several counterparts and all as so executed shall constitute one (1) agreement binding on all the Parties hereto.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and the Parties' respective heirs, executors, administrators, successors and assigns. The Parties acknowledge and agree that ESR shall assign ESR's interest and obligations in this Agreement to an entity responsible for the development of Southfork Landing. School District shall look to any successors and/or assignees of Southfork in connection with Contribution due following such assignment. Southfork shall include reference to this Agreement in any restrictive covenants to be recorded in connection with this Project.

12. Attorneys' Fees. In any action arising between the Parties seeking enforcement of any of the terms or provisions of this Agreement, the prevailing Party in any such action shall be awarded, in addition to any damages, injunctive or other relief, and the prevailing Party's reasonable costs and expenses including reasonable attorneys' fees.

13. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance of obligations hereunder shall be deemed or construed to be a consent to or of any other breach or default in the performance by such Party hereunder. Failure on the part of any Party to complete or any act or failure to act of any other Party or to declare another Party in default, irrespective of how long such failure continues, shall not constitute a waiver by any Party of such Party's rights hereunder.

14. Headings. The headings of the articles and sections of this Agreement are inserted solely for convenience or reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

CONTRIBUTION AGREEMENT - 6

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16. Further Assurances. Each Party hereto agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

15. Mediation in the Event of Failure to Agree. In the event a disagreement arises between the Parties, any Party may demand mediation and shall give written notice to that effect to the other Party. The Parties shall have thirty (30) days from the date of such notice to agree on a mediator. Once a mediator has been obtained, no Party may avail itself of any other legal or equitable remedy available to such Party under Idaho law until the earlier of sixty (60) days or such mediation has been concluded. If the result of such mediation is unsatisfactory to one or more Parties, then any Party may avail itself of any legal or equitable remedy available to such Party under Idaho law.

17. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

18. Time is of the Essence. Time is of the essence with respect to the obligations of the Parties hereunder.

CONTRIBUTION AGREEMENT - 7

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IN WITNESS WHEREOF, the Parties have signed this Contribution Agreement effective as of the date first written above.

SOUTHFORK:

ESR:

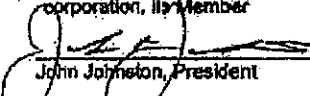
Eagle Springs Ranch, LLC,
an Idaho limited liability company

By: Dymonis Group, LLC, an Idaho
limited liability company

By: Carloma Group, LP, a limited
partnership, its Member


C. Lloyd Mahaffey, General Partner

By: Johnston Construction, Inc., an Idaho
corporation, its Member


John Johnston, President

By: Oaas Laney, LLC, an Idaho
limited liability company

By: Whiterock Investments, LLC, an Idaho
limited liability company, its Member

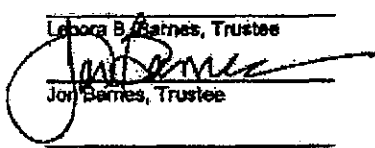

Frank Oaas, Manager

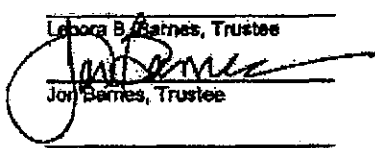
By: Laneyland L.P., an Idaho limited
partnership, its Member


Steven H. Laney, General Partner

BARNES TRUST:

LENORA BARNES REVOCABLE LIVING TRUST


Lenora B. Barnes, Trustee


Jon Barnes, Trustee


Frank B. Barnes, Trustee


Cecily Cooper, Trustee


Julie Johnston, Trustee


Len Barnes Girdner, Trustee

CONTRIBUTION AGREEMENT - 8

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IN WITNESS WHEREOF, the Parties have signed this Contribution Agreement effective as of the date first written above.

SOUTHFORK:

ESR:

Eagle Springs Ranch, LLC,
an Idaho limited liability company

By: Dynamis Group, LLC, an Idaho
limited liability company

By: Carloma Group, LP, a limited
partnership, its Member

C. Lloyd Mahaffey, General Partner

By: Johnston Construction, Inc., an Idaho
corporation, its Member

John Johnston, President

By: Oaas Laney, LLC, an Idaho
limited liability company

By: Whiterock Investments, LLC, an Idaho
limited liability company, its Member

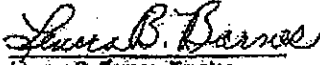
By: _____
T. Erik Oaas, Manager

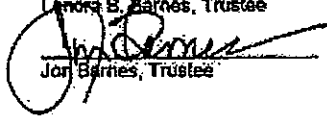
By: Laneyland L.P., an Idaho limited
partnership, its Member

By: _____
Steven H. Laney, General Partner

BARNES TRUST:

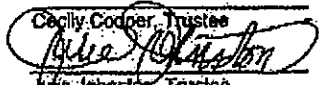
LENORA BARNES REVOCABLE LIVING TRUST


Lenora B. Barnes, Trustee


Jon Barnes, Trustee

Frank B. Barnes, Trustee

Cecily Cooper, Trustee


Julie Johnston, Trustee

Lori Barnes Girdner, Trustee

CONTRIBUTION AGREEMENT - 8

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IN WITNESS WHEREOF, the Parties have signed this Contribution Agreement effective as of the date first written above.

SOUTHFORK:

BARNES TRUST:

SAR:

LENDORA BARNES REVOCABLE LIVING TRUST

Eagle Springs Ranch, LLC,
an Idaho limited liability company

Lendra B. Barnes, Trustee

By: Dynamic Group, LLC, an Idaho
limited liability company

Jon Barnes, Trustee

By: Carlisle Group, LP, a limited
partnership, its Member

Frank B. Barnes
Frank B. Barnes, Trustee

C. Lloyd Mahaffey, General Partner

Cody Cooper, Trustee

By: Johnson Construction, Inc., an Idaho
corporation, its Member

Jane Johnson, Trustee

John Johnson, President

Lois Barnes Gidner, Trustee

By: Oase Laney, LLC, an Idaho
limited liability company

By: Valleyrock Investments, LLC, an Idaho
limited liability company, its Member

State of Colorado)
County of Adams) ss.
The foregoing instrument was acknowledged
before me this 12th day of Feb, 2008
by Frank B. Barnes
Witness my hand and seal

By: I. Erik Omas, Manager

Judith B. Cooke
Judith B. Cooke

By: Laneyland L.P., an Idaho limited
partnership, its Member

By: Steven H. Laney, General Partner

My Commission Expires 10/08/2006
2900 S. Harvard St.
Aurora, CO 80014



CONTRIBUTION AGREEMENT - B

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IN WITNESS WHEREOF, the Parties have signed this Contribution Agreement effective as of the date first written above.

SOUTHFORK:

ESR:

Eagle Springs Ranch, LLC,
an Idaho limited liability company

By: Dynamis Group, LLC, an Idaho
limited liability company

By: Carolina Group, LP, a limited
partnership, its Member

C. Lloyd Mahaffey, General Partner

By: Johnston Construction, Inc., an Idaho
corporation, its Member

John Johnston, President

By: Oasas Laney, LLC, an Idaho
limited liability company

By: Whitelock Investments, LLC, an Idaho
limited liability company, its Member

By: T. Erik Oasas, Manager

By: Laneyland L.P., an Idaho limited
partnership, its Member

By: Steven H. Laney, General Partner

BARNES TRUST:

LENORA BARNES REVOCABLE LIVING TRUST

Lenora B. Barnes, Trustee

Jon Barnes, Trustee

Frank B. Barnes, Trustee

Cecily Cooper, Trustee

Julie Johnston, Trustee

Lori Barnes Girdner, Trustee

CONTRIBUTION AGREEMENT - 8

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SCHOOL DISTRICT:

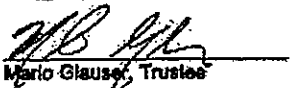
Garden Valley School District #71


Liz McNally, Trustee


Gary Medlar, Trustee


Jim Dovel, Trustee


Elizabeth Dunn, Trustee


Mario Glauser, Trustee


Vic Koshuta, Superintendent

SCHEDULE OF EXHIBITS

Exhibit A - Legal Description of Southfork Property

Exhibit B - Legal Description of Barnes Property

CONTRIBUTION AGREEMENT - 9

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**EXHIBIT A
LEGAL DESCRIPTION OF SOUTHFORK PROPERTY**

Parcel 1:

Government Lots 6 and 7, Section 27, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho.

Parcel 2:

The Southwest Quarter of the Southwest Quarter of Section 27, in Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho;

Parcel 3:

In Section 28, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho;

Tract A;

The Southeast Quarter of the Northwest Quarter;

Tract B:

Lot 2, EXCEPTING THEREFROM that certain land described on the waterside of the South bank of the South fork of the Payette River;

Tract C:

Lot 3;

Tract D:

Lot 4, EXCEPTING THEREFROM the Southerly 400 feet; and excepting from said Lot 4 the following parcel described as;

COMMENCING at the meander corner common to Sections 26 and 27, thence following along the left bank of the river channel
South 87°46'41" West 242.47 feet; thence
North 89°10'17" West 184.88 feet; thence
North 78°32'39" West 249.44 feet; thence
South parallel to the East section line to a point which is 67 feet North of the North boundary line of the Southerly 400 feet of Lot 4; thence
East parallel to the said South boundary line of the Southerly 400 feet of Lot 4, said line to also be the North boundary line of the access easement hereinafter described, to a point on the East section line; thence
North along the East section approximately 180.68 feet to the POINT OF BEGINNING.

Tract E:

AND that certain parcel of property commencing at the section corner common to Sections 26, 27, 33 and 34; thence
North 1982.77 feet to the meander corner stone on the section line common to Sections 27 and 28, being the REAL POINT OF BEGINNING; thence
South 87°46'41" West 242.27 feet; thence
North 25°58'16" West 563.75 feet; thence
South 86°04'54" West 507.18 feet; thence
North 84°22'17" West 282.27 feet; thence
North 68°06'27" West 448.60 feet; thence
North 62°28'09" West 287.39 feet; thence
North 32°12'44" West 562.36 feet; thence
North 85°47'57" West 106.74 feet; thence
North 23°28'18" West 98.92 feet; thence

EXHIBIT A - 1

North 25°43'19" West 132.01 feet; thence
 North 23°43'18" West 283.82 feet; thence
 North 24°58'19" West 100.91 feet; thence
 South 61°38'06" East 103.81 feet; thence
 North 88°15'51" East 171.50 feet; thence
 South 64°39'43" East 98.57 feet; thence
 South 61°20'06" East 369.13 feet; thence
 South 76°15'13" East 367.84 feet; thence
 South 70°18'31" East 246.54 feet; thence
 South 58°47'58" East 214.62 feet; thence
 South 71°56'05" East 90.73 feet; thence
 South 88°13'49" East 183.91 feet; thence
 North 69°10'12" East 391.03 feet; thence
 North 78°23'23" East 208.83 feet; thence
 North 57°35'15" East 101.89 feet; thence
 North 78°24'32" East 154.82 feet; thence
 North 82°40'43" East 66.78 feet to the section line; thence
 South 1°17'38" East 2007.70 feet to the POINT OF BEGINNING.

EXCEPTING the following parcel conveyed to the State of Idaho described as follows:

Beginning at the meander corner common to Section 27 and 28, Township 9 North, Range 4 East, Boise Meridian, on the left bank of the South Fork of the Payette River which is the REAL POINT OF BEGINNING; thence
 South 87°46'41" West 242.27 feet to a point on the left bank of a channel of the South Fork of the Payette River; thence along the left bank of said channel a distance of 1205 feet, more or less, to a point which is
 South 87°46'41" West 242.27 feet and
 North 25°58'19" West 820.28 feet from the point of beginning; thence continuing along the left bank
 North 31°48'23" East 250.28 feet; thence
 North 8°18'08" West 116.06 feet; thence
 North 37°18'50" West 230.97 feet; thence
 North 47°31'05" West 500.97 feet; thence
 North 39°43'38" West 204.48 feet to a point at the confluence of said channel with the main channel of the South Fork of the Payette River; thence
 South 88°19'40" East 183.91 feet to a point on the right bank of said channel, upstream along the right bank; thence
 South 43°52'22" East 178.89 feet; thence
 South 57°05'43" East 295.19 feet; thence
 South 39°03'04" East 197.33 feet; thence
 South 52°36'20" East 149.02 feet; thence
 South 8°45'32" East 185.09 feet; thence
 South 6°06'13" West 366.62 feet; thence
 South 46°21'54" West 173.24 feet; thence
 South 34°42'02" West 51.54 feet to a point on the right bank of a channel of the South Fork of the Payette River lying
 South 87°46'41" West 242.27 feet and
 North 25°58'19" West 584.52 feet from the POINT OF BEGINNING; thence upstream along the right bank of said channel a distance of 585 feet, more or less, to a point lying
 South 87°46'41" West 242.27 feet and
 North 25°58'19" West 151.00 feet from the POINT OF BEGINNING; thence along the right bank of said channel
 South 85°30'12" East 51.20 feet; thence
 North 86°01'36" East 176.71 feet; thence
 North 47°50'33" East 102.91 feet to a point on the right bank of said channel; thence
 South 1°17'39" East 203.71 feet to the POINT OF BEGINNING.

Parcel 4:

That certain property in Section 28, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, as follows:

EXHIBIT A - 2

COMMENCING at the meander corner common to Sections 26 and 27; thence following along the left bank of the river channel,
 South 87°46'41" West 242.47 feet; thence
 North 89°10'17" West 184.88 feet; thence
 North 78°32'39" West 249.44 feet; thence
 South parallel to the East section line to a point which is 87 feet North of the North boundary line of the
 Southerly 400 feet of Lot 4; thence
 East parallel to the said South boundary line of the Southerly 400 feet of Lot 4, said line to also be the North
 boundary line of the access easement described in Instrument No. 113169 recorded May 18, 1984 of Official
 Records, to a point on the East section line thence
 North along the East section line approximately 180.68 feet to the POINT OF BEGINNING.

Parcel 5:

The Northwest Quarter of the Northwest Quarter of Section 34, in Township 9 North, Range 4 East, Boise
 Meridian, Boise County, Idaho;

EXCEPTING THEREFROM the 4.50 acres described as:

BEGINNING at the section corner common to Sections 27, 28, 33 and 34; thence
 South 64°04'06" East 861.68 feet to an iron pin; being the REAL POINT OF BEGINNING; thence
 South 42°27'48" East 455.00 feet to an iron pin; thence
 South 47°32'14" West 643.71 feet to an iron pin; thence
 North 42°27'48" West (formerly shown as South 42°27'48" West) 125.85 feet to an iron pin; thence
 North 28°25'31" East 384.93 feet to an iron pin; thence
 North 42°27'48" West 203.32 feet to an iron pin; thence
 North 47°32'14" East 280.00 feet to the REAL POINT OF BEGINNING.

Parcel 6:

Lot 3 of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat thereof, filed as
 Instrument No. 112105 records of Boise County, Idaho.

Parcel 7:

Lot 4 of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat thereof, filed as
 Instrument No. 112105, records of Boise County, Idaho.

Parcel 8:

Lot 5 of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat thereof, filed as
 Instrument No. 112105, records of Boise County, Idaho.

Parcel 9:

A parcel of land situate in the Southeast one-quarter of Section 34, Township 9 North, Range 4 East, Boise
 Meridian, Boise County, Idaho, more particularly described as follows:

COMMENCING at the South One Quarter corner of said Section 34, a brass cap; thence
 North 89°49'56" East along the South line of said Section 34 a distance of 1026.83 feet to a 5/8 inch iron pin and
 the REAL POINT OF BEGINNING; thence continuing
 North 89°49'56" East a distance of 601.33 feet to a 5/8 inch iron pin; thence
 North 00°33'06" West a distance of 630.30 feet to a 5/8 inch iron pin; thence
 North 89°58'10" East a distance of 325.89 feet to a 5/8 inch iron pin; thence
 North 00°33'14" West a distance of 629.51 feet to a 5/8 inch iron pin; thence
 South 88°53'36" East a distance of 652.32 feet to a 5/8 inch iron pin, the 1/16" corner and a 5/8 inch iron pin;
 thence
 North 00°28'57" West a distance of 76.61 feet to a 5/8 inch iron pin; thence
 South 87°50'18" West a distance of 875.28 feet to a 5/8 inch iron pin; thence
 North 02°03'52" West a distance of 279.00 feet to a 5/8 inch iron pin; thence

EXHIBIT A - 3

North 90°00'00" West a distance of 898.97 feet to a 5/8 inch iron pin; thence
South 00°36'15" East a distance of 1592.51 feet to a 5/8 inch iron pin and the REAL POINT OF BEGINNING.

Parcel 10:

Lot 1 of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat filed as
Instrument No. 112106, records of Boise County, Idaho.

Parcel 11:

Lot 2 of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat thereof recorded
under Instrument No. 112106, records of Boise County, Idaho.

Parcel 12:

In Section 27, Township 9 North Range 4 East, Boise Meridian, Boise County, Idaho:

Government Lots 2 and 3, East Half of the Northwest Quarter, Southwest Quarter of the Northeast Quarter,
Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter, Southwest Quarter of
the Southeast Quarter, and the West Half of the Southeast Quarter of the Southeast Quarter, Section 34,
Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho.
EXCEPTING FROM said Parcel 12 any portion thereof lying within the following described parcels A, C, D, E, F
and G.

Parcel A:

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 9 North,
Range 4 East, Boise Meridian, Boise County, Idaho; more particularly described as follows:

BEGINNING at a brass cap marking the section corner common to Sections 2 and 3, Township 9 North, Range
4 East, and Sections 34 and 35, Township 9 North, Range 4 East, Boise Meridian; thence
North 0°28'57" West 1334.51 feet along the section line common to Sections 34 and 35 to a point; thence
South 87°50'16" West 86.80 feet to an iron pin being the REAL POINT OF BEGINNING; thence continuing
South 87°50'16" West 806.48 feet to an iron pin; thence
North 2°03'52" West 429.28 feet to an iron pin; thence
North 81°46'36" East 118.14 feet to an iron pin; thence
South 79°57'59" East 247.30 feet to an iron pin; thence
South 38°16'19" East 338.84 feet to an iron pin; thence
South 25°02'48" East 125.66 feet to the REAL POINT OF BEGINNING.

Parcel C:

A parcel of land in the Southeast Quarter of Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise
County, Idaho, more particularly described as follows:

Beginning at the section corner common to Sections 34, 35, 2 and 3, Township 9 North, Range 4 East, Boise
Meridian, Boise County, Idaho; thence
North 0°06'29" East 1393.12 feet along the section line common to said Section 34 and 35 to an iron pin being
the REAL POINT OF BEGINNING; thence continuing
North 0°06'29" East 340.10 feet to an iron pin; thence
North 89°53'31" West 206.62 feet to an iron pin; thence
South 23°35'14" East 184.45 feet to an iron pin; thence
South 36°55'16" East 245.68 feet to the REAL POINT OF BEGINNING.

Parcel D:

A parcel of land lying in a portion of the Northeast Quarter of the Southeast Quarter, Section 34, Township 9
North, Range 4 East, Boise Meridian, Boise County, Idaho and being more particularly described as follows:

Beginning at a point marking the Southeast corner of said section 34; thence
North 0°28'57" West 1334.51 feet along the East line of Section 34 to a point marking the Southeast corner of
the said Northeast Quarter of the Southeast Quarter of Section 34, said point being the REAL POINT OF

EXHIBIT A -4

BEGINNING; thence
 South 87°50'16" West 66.80 feet to a point; thence
 North 25°02'48" West 125.88 feet to a point; thence
 North 38°18'19" West 338.84 feet to a point; thence
 North 79°57'58" West 247.30 feet to a point; thence
 South 81°46'38" West 118.14 feet to a point; thence
 North 42°20'00" West 315.00 feet to a point; thence
 North 70°00'00" East 450.00 feet to a point; thence
 North 42°08'52" East 284.03 feet to a point; thence
 North 89°48'50" East 70.00 feet to a point; thence
 South 0°23'15" East 602.97 feet to a point; thence
 North 89°43'15" East 211.45 feet to a point on the said East line of Section 34; thence
 South 0°28'57" East 399.14 feet along the East line of Section 34 to the REAL POINT OF BEGINNING.

Parcel E:

A parcel of land situated in the Southeast Quarter of Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at the South Quarter corner of said Section 34, a brass cap; thence
 North 89°48'58" East along the South line of said Section 34 a distance of 1026.83 feet to a 5/8 inch iron pin and
 the REAL POINT OF BEGINNING; thence continuing
 North 89°49'58" East distance of 601.33 feet to a 5/8 inch iron pin; thence
 North 00°33'08" West a distance of 630.30 feet to a 5/8 inch iron pin; thence
 North 89°58'10" East a distance of 325.88 feet to a 5/8 inch iron pin; thence
 North 00°31'43" West a distance of 829.51 feet to a 5/8 inch iron pin; thence
 South 89°53'35" East a distance of 652.32 feet to a 5/8 inch iron pin, the 1/16" corner and a 5/8 inch iron pin;
 thence
 North 00°28'57" West a distance of 78.61 feet to a 5/8 inch iron pin; thence
 South 87°50'16" West a distance of 675.28 feet to a 5/8 inch iron pin; thence
 North 02°03'52" West a distance of 279.00 feet to a 5/8 inch iron pin; thence
 90°00'00" West a distance of 898.97 feet to a 5/8 inch iron pin; thence
 South 00°36'18" East a distance of 1592.61 feet to a 5/8 inch iron pin and the REAL POINT OF BEGINNING.

Parcel F:

The East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho.

Parcel G:

The plat of Charter's Mountain Ranch Condominiums and Subdivision No. 1, according to the plat thereof recorded under Instrument No. 112105.

EXHIBIT A - 5



PORTER'S LAND SURVEYING, INC.

921 South Curtis Road
Boise, Idaho 83705-1840

Phone: (208) 344-3650

EXHIBIT B

June 12, 2001

Legal Description for Freedom Ranch Survey No. 1; Lenora Barnes, Owner

A parcel of land being all of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 (formerly described as the North 1/2 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4) of Section 34;
all of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 (formerly described as the North 1/2 of the South 1/2 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4) of said Section 34;
all of the Southwest 1/4 of the Southwest 1/4 of Section 35;
all of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 35;
all of Government Lots 5 and 6 of said Section 35; and,
a portion of Government Lot 7, lying west of Alder Creek, also EXCEPT the south 860 feet of said Government 7; also in said Section 35;

ALL being located in Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho; more particularly described as follows:

Beginning at a Bureau of Land Management Brass Cap marking the Section Corner common to Sections 34 and 35, T.9 N., R.4 E., B.M., and Sections 2 and 3, T.8 N., R.4 E., B.M., also being the REAL POINT OF BEGINNING;

thence, along the section line common to said Sections 35 and 2, N 89°53'02" E 1118.08 feet (formerly S 89°30'00" E 1118.29 feet) to a found two inch diameter Pipe marking the REAL POINT OF BEGINNING of CROSSTIMBER RANCH SUBDIVISION NO. 1, as shown on the Official Plat, recorded as Instrument No. 181524, Records of Boise County, Idaho;

thence, continuing along said section line and along the north boundary of said CROSSTIMBER RANCH SUBDIVISION NO. 1, N 89°53'02" E 210.39 feet (formerly 210.30') to an Iron Pin;

thence, leaving said section line and continuing along said CROSSTIMBER RANCH SUBDIVISION NO. 1 boundary line the following bearings and distances:

N 0°36'38" W 635.20 feet (formerly N 0°00'24" E 635.26 feet) to an Iron Pin;

thence, N 89°52'39" E 1327.38 feet (formerly S 89°50'03" E 1327.55 feet) to an Iron Pin;

thence, N 0°37'48" W 16.89 feet (formerly N 0°04'57" W 17.02 feet) to an Iron Pin;

thence, N 89°52'58" E 80.84 feet (formerly S 89°30'00" E 80.87 feet) to an Iron Pin marking the Northeast

Corner of said CROSSTIMBER RANCH SUBDIVISION NO. 1, also being the Northwest Corner of CREEKSIDE AT CROSSTIMBER RANCH SUBDIVISION, as shown on the Official Plat, recorded as Instrument No. 178821, Records of Boise County, Idaho;

thence, leaving the north boundary line of said CROSSTIMBER RANCH SUBDIVISION NO. 1 and along the north boundary line of said CREEKSIDE AT CROSSTIMBER RANCH SUBDIVISION, N 89°52'58" E (formerly S 89°30'00" E) 390.03 feet to a point marking the intersection of the north boundary line of said CREEKSIDE AT CROSSTIMBER RANCH SUBDIVISION and the centerline of Alder Creek, said point being witnessed by an Iron Pin bearing S 89°52'58" W 15.00 feet distant from the true corner;

thence, leaving the north boundary line of said CREEKSIDE AT CROSSTIMBER RANCH SUBDIVISION and meandering along the centerline of Alder Creek the following bearings and distances:

N 5°30'07" E 181.26 feet to a point;

thence, N 13°34'30" W 177.09 feet to a point;

thence, N 4°41'31" E 254.58 feet to a point;

thence, N 10°55'22" E 129.14 feet to a point;

thence, N 29°13'06" E 214.86 feet to a point;

thence, N 51°30'40" E 248.86 feet to a point;

thence, N 80°23'47" E 114.44 feet to a point;

thence, N 47°28'58" E 182.40 feet to a point marking the intersection of the centerline of said Alder Creek

and the ordinary high water line of the left bank of the South Fork of the Payette River;

thence, leaving said centerline and meandering along the ordinary high water line of the left bank of said

1 of 2.

South Fork of the Fayette River the following bearings and distances:

N 8°33'22" W 185.44 feet to a point;
thence, N 30°09'51" W 117.73 feet to a point;
thence, N 57°38'45" W 427.63 feet to a point;
thence, N 75°01'28" W 618.32 feet to a point;
thence, N 88°20'35" W 420.28 feet to a point;
thence, N 72°28'05" W 511.40 feet to a point;
thence, S 80°17'18" W 762.73 feet to a point;
thence, N 68°19'47" W 207.11 feet to a point;
thence, N 59°56'50" W 265.87 feet to a point;
thence, N 47°03'51" W 217.40 feet to a point;
thence, N 41°17'27" W 685.39 feet to an Iron Pin marking the intersection of said ordinary high water line and the section line common to said Sections 34 and 35;
thence, leaving said ordinary high water line, and along the section line common to said Sections 34 and 35, S 0°23'04" E 1104.45 feet (formerly S 0°28'57" E 1104.15 feet) to an Aluminum Cap marking the 1/4 Corner common to said Sections 34 and 35;
thence, continuing along said section line, S 0°28'13" E 1255.85 feet (formerly S 0°28'57" E 1255.90 feet) to an Aluminum Cap marking the South 1/16 Section Corner common to said Sections 34 and 35;
thence, leaving said section line and along the south 1/16 section line of said Section 34, N 89°54'45" W 852.23 feet (formerly N 89°53'35" W 851.32 feet) to an Iron Pin marking the Northwest Corner of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 34;
thence, leaving said south 1/16 section line and along the west boundary line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 34, S 0°32'19" E (formerly S 0°31'43" E) 944.03 feet to an Iron Pin marking the Southwest Corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 34;
thence, leaving said west boundary line and along the south boundary line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 34, N 89°52'51" E 851.48 feet to an Iron Pin on the section line common to said Sections 34 and 35, also being the Southeast Corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 34;
thence, leaving said south boundary line and along the section line common to said Section 34 and 35, S 0°28'41" E 313.89 feet to the REAL POINT OF BEGINNING;
said parcel contains 195.50 acres more or less;
said parcel also being subject to any right-of-ways or easements, of record or in use.



2 of 2.

**FIRST AMENDMENT TO
CONTRIBUTION AGREEMENT**

This First Amendment to Contribution Agreement ("First Amendment") is entered into as of the day of 2007, by and between Eagle Springs Ranch, LLC, an Idaho limited liability company ("ESR"), and Barnes Ventures, Inc., successor in interest to the Lanora Barnes Revocable Living Trust ("Barnes"), and Garden Valley School District #71 ("School District").

RECITALS:

A. ESR, Barnes, and School District entered into that certain Contribution Agreement dated February 13, 2006 (the "Initial Agreement"), for certain school facility financial contributions as more specifically described therein. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Initial Agreement. The Initial Agreement and this First Amendment are sometimes collectively referred to herein as the "Agreement."

B. Certain contingencies for the financial contributions will no longer be required. The parties therefore wish to amend and revise the Initial Agreement, as more specifically set forth in this First Amendment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the promises and the mutual covenants hereinafter contained, the Parties hereby agree as follows:

1. Section 3 of the Initial Agreement, regarding long-term escrow of Contributions, is hereby deleted in its entirety, and the following is substituted therefor:

3. **Escrow.** Escrowee shall be the same escrowee designated to close the sale of each residential lot in Southfork Landing, and no separate escrow fee(s) shall be applicable to distribution of Contributions hereunder. Upon final closing of any such residential lot sale, Escrowee shall deduct the Contribution from the proceeds of such sale and immediately release such Contribution to School District without further instruction by any Party. Provided, however, that all Contributions received by School District shall be dedicated exclusively and in their entirety to either (a) capital improvements for infrastructure improvements to the existing school, or (b) construction of a new school in the event negotiable coupon bonds are approved by the electorate of the School District therefor, as evidenced by the spending reports required under Section 19 hereunder. This Agreement shall not be merged into any escrow instructions, and any escrow instructions related to lot sale transaction(s) shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Southfork and School District.

2. Section 4(a) of the Initial Agreement, regarding a bond as a condition precedent, is hereby deleted in its entirety.

3. Section 4(b) of the Initial Agreement, regarding a capital improvements plan as a condition precedent, is hereby deleted in its entirety.

4. The Initial Agreement is hereby amended with the addition of Section 19 thereto as follows:

19. **Reporting by School District.** School District shall prepare and distribute to Southfork, at least annually, following receipt by School District of any Contribution hereunder, a

FIRST AMENDMENT TO CONTRIBUTION AGREEMENT - 1

complete report of spending of Contributions received by School District during the term of such report.

5. Except as amended by this First Amendment, all terms set forth in the Initial Agreement shall remain unchanged, and in full force and effect.

6. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement,

[end of text]

FIRST AMENDMENT TO CONTRIBUTION AGREEMENT 23

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have signed this First Amendment to Contribution Agreement effective as of the date first written above.

EER:

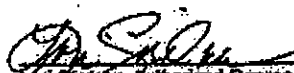
EAGLE SPRINGS RANCH, LLC,
an Idaho limited liability company

By: Southfork Landing, Inc., an Idaho corporation

By: 
Mark O'Leary, President

BARNES:

BARNES VENTURES, INC.,
an Idaho corporation

By: 
Lori Gardner, Authorized Representative

SCHOOL DISTRICT:

Garden Valley School District #71

Mario Glauser, Chairman of the Board

Elizabeth Dunn, Vice Chairman

Jim Doyle, Treasurer

Pete Wie, Assistant Treasurer

Dart LaBare

Stan Kress, Superintendent

FIRST AMENDMENT TO CONTRIBUTION AGREEMENT - 3

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have signed this First Amendment to Contribution Agreement effective as of the date first written above.

ESR:

EAGLE SPRINGS RANCH, LLC,
an Idaho limited liability company

By: Southfork Landing, Inc., an Idaho corporation

BARNES:

BARNES VENTURES, INC.,
an Idaho corporation

By: _____
Frank B. Barnes, President

By: _____
T. Erik Oas, President

SCHOOL DISTRICT:

Garden Valley School District #71

Mario Glauser, Chairman of the Board

Elizabeth Degen, Vice Chairman

Jim Dover, Treasurer

Pete Wier, Assistant Treasurer

Dan LaBare

Stan Kress, Superintendent

FIRST AMENDMENT TO CONTRIBUTION AGREEMENT - 3



Charters Creek











Instrument # 215960

IDAHO CITY, BOISE COUNTY, IDAHO

2007-09-13 03:05:02 No. of Pages: 6

Recorded for : ALLIANCE TITLE

CONSTANCE SWEARINGEN

Ex-Officio Recorder Deputy

Index to MISCELLANEOUS

Fee: 18.00

ADA COUNTY RECORDER J. DAVID NAVARRO

BOISE IDAHO 09/06/07 02:35 PM

DEPUTY Pat Thompson

RECORDED - REQUEST OF

Alliance Title

AMOUNT 18.00



107125420

**DISCLAIMER OF INTEREST
TO THE STATE OF IDAHO FROM
EAGLE SPRINGS RANCH, LLC**

* Re-Record to correct county.

KNOW ALL MEN BY THESE PRESENTS that **EAGLE SPRINGS RANCH, LLC**, 519 W. Front Street, Boise, Idaho 83702 (Grantor), does hereby release and disclaim to the **STATE OF IDAHO**, acting by and through the State Board of Land Commissioners, at 954 West Jefferson, P.O. Box 83720, Boise, Idaho 83720-0050 (Grantee), or their successors in interest, all interest to any and all portions of the Payette River being located below the current ordinary high water mark lying adjacent to the grantor's property located in Government Lots 4, 6, and 7, and the Southwest 1/4 of the Southwest 1/4, Section 27, Government Lot 4, Section 28, and Government Lots 2 and 3, Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being located southerly of the ordinary high water line of the North Bank more particularly described as follows:

Commencing at the East Quarter corner of said Section 34; thence along the Easterly line of said Northeast Quarter of Section 34, N00°23'03"W 1104.45 feet to a 5/8" iron pin marking the TRUE POINT OF BEGINNING, said point being on the Ordinary High water line of the Left Bank of the South Fork of the Payette River; thence along said Ordinary High Water Line N49°25'45"W 269.58 feet; thence N51°43'27"W 97.48 feet; thence N36°13'19"W 192.36 feet; thence N32°10'29"W 120.08 feet; thence N44°08'35"W 132.57 feet; thence N03°09'10"W 122.92 feet to a point on the Original Meander line of the Left Bank of the Left Bank of the South Fork of the Payette River; thence along said Meander Line S63°08'57"E 38.27 feet; thence S14°23'46"E 183.64 feet; thence S74°06'42"E 493.41 feet; thence S00°32'56"E 380.19 feet to the TRUE POINT OF BEGINNING. Said parcel contains 2.59 acres, more or less.

ALSO:

Commencing at the East Quarter corner of said Section 34; thence along the Easterly line of said Northeast Quarter of Section 34, N00°23'03"W 1104.45 feet to a 5/8" iron pin on the Ordinary High Water line of the Left Bank of the South Fork of the Payette River; thence N00°32'56"W 380.19 feet to a point on the Original Meander Line of the Left Bank of the South Fork of the Payette River; thence along said Meander Line, N74°06'42"W 493.41 feet; thence continuing along said Meander Line, N14°23'46"W 183.64 feet; thence continuing along said Meander line, N63°08'57"W 462.00 feet; thence continuing along said Meander Line, N42°08'57"W 317.12 feet to the TRUE POINT OF BEGINNING, said point being on the Ordinary High water Line of the Left Bank of the South Fork of the Payette River; thence along said Ordinary High Water Line S24°39'21"W 18.66 feet; thence N68°05'34"W 65.78 feet; thence N81°21'57"W 206.30 feet; thence N79°35'17"W 182.66 feet; thence N61°29'28"W 233.53 feet; thence N76°00'54"W 103.24 feet; thence S87°32'32"W 247.22 feet; thence N73°15'34"W 252.43 feet; thence N63°00'40"W 104.73 feet; thence N55°32'56"W 220.63 feet; thence N39°08'37"W 124.05 feet; thence N70°14'42"W 209.96 feet; thence N39°51'55"W 355.44 feet; thence N23°56'26"W 341.04 feet; thence N43°51'52"W 96.48 feet; thence N27°25'49"W 104.36 feet; thence N41°12'45"W 99.04 feet; thence N35°17'30"W 118.35 feet; thence N58°11'44"W 129.59

**APPLICANT'S
Exhibit 7**

feet; thence N43°14'23"W 244.42 feet; thence N47°27'39"W 28.24 feet; thence N52°07'36"W 85.40 feet; thence N21°28'53"W 97.56 feet; thence N23°15'12"W 238.25 feet; thence N19°38'48"W 409.00 feet; thence N00°27'46"W 30.82 feet; thence N02°00'53"W 115.06 feet to a point on the Original Meander Line of the Left Bank of the South Fork of the Payette River; thence along said Original Meander Line S50°08'57"E 287.34 feet; thence S68°08'57"E 1452.00 feet; thence S23°08'57"E 462.00 feet; thence S00°08'57"E 726.00 feet; thence S58°08'57"E 1518.00 feet; thence S42°08'57"E 12.88 feet to the TRUE POINT OF BEGINNING. Said parcel contains 49.47 acres more or less.

ALSO:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range; thence along the Easterly line of said Section 28, N00°00'33"E 1271.22 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence N00°00'20"E 691.74 feet to a Brass Cap monument marking the Meander corner of Government Lot 4 in said Section 28; thence along the Ordinary High Water Line of the Left Bank of a Side Channel of the South Fork of the Payette River, S87°44'30"W 242.27 feet; thence leaving said Left Bank, N26°00'30"W 686.86 feet to the TRUE POINT OF BEGINNING, said point being on the Ordinary High Water line of the Right Bank of a Side Channel of the South Fork of the Payette River; thence along the Ordinary High Water line of the Right and Left Banks of a Side Channel of the South Fork of the Payette River the following courses and distances: thence S60°49'13"W 84.73 feet; thence S59°32'17"W 71.89 feet; thence S18°55'54"W 79.63 feet; thence S07°53'55"E 111.66 feet; thence S31°41'37"E 111.91 feet; thence S65°53'44"E 71.86 feet; thence S48°21'20"E 120.10 feet; thence S85°22'27"E 167.83 feet; thence S85°32'23"E 51.20 feet; thence N85°59'25"E 176.71 feet; thence N47°48'22"E 102.76 feet; thence N49°30'22"E 39.84 feet; thence N34°14'21"E 93.05 feet; thence N82°42'13"E 154.03 feet; thence N75°12'06"E 221.49 feet; thence N86°25'20"E 78.77 feet; thence N58°44'10"E 81.01 feet; thence N76°16'22"E 76.52 feet; thence S85°51'42"E 145.64 feet; thence S63°36'37"E 163.34 feet; thence S31°24'39"E 200.75 feet; thence S00°27'46"E 30.82 feet; thence N70°43'54"W 84.68 feet; thence N13°08'42"W 52.22 feet; thence N42°17'32"W 52.75 feet; thence N01°54'35"W 49.32 feet; thence N55°11'45"W 135.52 feet; thence N70°49'39"W 60.76 feet; thence S89°44'01"W 87.04 feet; thence S74°27'19"W 82.01 feet; thence S41°17'16"W 101.98 feet; thence S60°41'17"W 99.48 feet; thence S83°07'45"W 205.26 feet; thence N61°17'09"W 64.16 feet; thence N85°45'48"W 41.09 feet; thence S70°35'09"W 58.33 feet; thence S27°19'39"W 126.53 feet; thence S50°29'29"W 117.71 feet; thence N85°01'46"E 139.70 feet; thence S85°37'25"E 156.73 feet; thence S65°29'22"E 77.20 feet; thence S57°26'52"E 102.47 feet; thence S46°36'25"E 60.09 feet; thence S67°57'05"E 39.21 feet; thence N71°26'40"E 135.32 feet; thence S44°09'26"E 23.15 feet; thence S58°56'31"E 83.25 feet; thence S61°47'52"E 62.40 feet; thence S43°46'41"E 213.70 feet; thence S23°15'27"E 95.94 feet; thence S03°30'10"E 77.46 feet; thence S35°28'07"W 74.18 feet; thence S04°39'23"E 108.75 feet; thence S12°39'46"E 136.60 feet; thence S32°35'17"E 40.02 feet; thence N70°28'43"E 20.04 feet; thence S56°54'02"E 20.27 feet; thence N88°12'05"E 13.47 feet; thence S28°16'24"E 55.11 feet; thence S20°52'48"E 53.89 feet; thence N80°36'29"E 14.72 feet; thence N64°42'44"E 74.58 feet; thence N23°39'06"E 70.23 feet; thence N51°56'26"E 101.69 feet; thence N03°13'41"E 133.86 feet; thence N45°58'30"E 22.49 feet; thence N84°03'41"E 26.22 feet; thence N66°00'10"E 49.05 feet; thence S52°07'36"E 85.40 feet; thence S47°50'40"W

140.06 feet; thence S37°02'40"W 175.45 feet; thence S52°22'08"W 167.49 feet; thence N51°51'52"W 85.70 feet; thence N82°31'52"W 153.08 feet; thence N69°20'02"W 160.19 feet; thence N31°44'38"W 208.68 feet; thence N02°57'50"W 78.28 feet; thence N24°44'52"E 55.97 feet; thence N77°44'46"E 156.24 feet; thence N89°01'06"E 73.31 feet; thence N51°17'40"E 50.26 feet; thence N22°43'50"W 91.04 feet; thence N38°11'26"W 136.34 feet; thence N50°16'16"W 174.77 feet; thence N77°57'19"W 49.81 feet; thence S87°17'32"W 138.46 feet; thence N36°48'16"W 101.03 feet; thence N70°16'06"W 123.63 feet; thence S87°42'36"W 244.09 feet; thence S87°44'30"W 242.27 feet; thence N88°02'35"W 378.81 feet; thence N52°22'34"W 64.08 feet; thence N39°28'02"W 33.13 feet; thence N12°49'55"W 26.72 feet; thence N19°00'18"W 118.48 feet; thence N12°41'37"W 110.42 feet; thence N09°33'34"W 185.39 feet; thence N33°12'33"E 139.40 feet; thence N44°53'24"E 161.41 feet; thence S26°00'30"E 133.44 feet to the TRUE POINT OF BEGINNING. Said parcel contains 10.55 acres, more or less.

The State Board of Land Commissioners approved this disclaimer of interest on May 8, 2007.

IN WITNESS WHEREOF, EAGLE SPRINGS RANCH, LLC has executed this Easement effective the 17th day of July 2007.

ATTEST: GRANTOR:

EAGLE SPRINGS RANCH, LLC,
By its Manager:

SOUTHFORK LANDING, INC.

By: [Signature]
T. Erik Oaas, President

ACKNOWLEDGEMENT

STATE OF IDAHO)
County of Ada) (ss

On this 17th day of July 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared T. ERIK OAAAS, known or identified to me to be the president of SOUTHFORK LANDING, INC., an Idaho corporation, as the manager of EAGLE SPRINGS RANCH, LLC, an Idaho limited liability company, the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that EAGLE SPRINGS RANCH, LLC executed the same.

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

KIMBERLY CLARKE
Notary Public
State of Idaho

[Signature]
Notary Public for Idaho

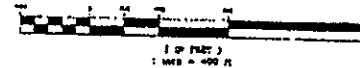
Residing at Boise

My Commission Expires: 4-13-11

AMENDED RECORD OF SURVEY

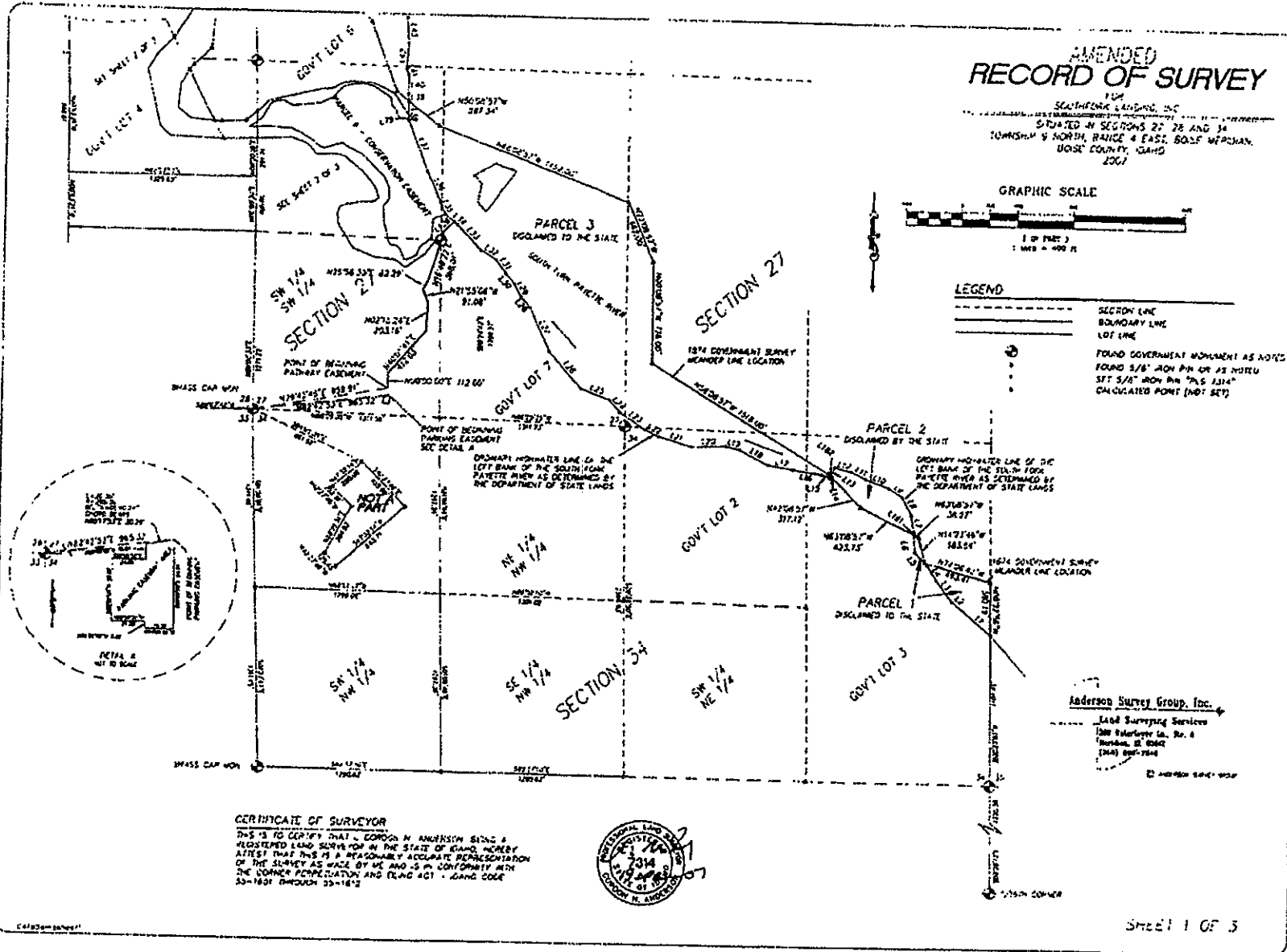
SEALED OFF LANDS, INC.
SITUATED IN SECTIONS 27, 28 AND 34
TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE MERIDIAN,
BOISE COUNTY, IDAHO
2001

GRAPHIC SCALE



LEGEND

SECTION LINE
BOUNDARY LINE
LOT LINE
FOUND GOVERNMENT MONUMENT AS NOTED
FOUND 5/8" IRON PIN OR AS NOTED
3/4" IRON PIN "PLS 1314"
CALCULATED POINT (NOT SET)



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT GORDON M. ANDERSON, BEING A
LICENSED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY
ATTESTS THAT THIS IS A REASONABLY ACCURATE REPRESENTATION
OF THE SURVEY AS MADE BY ME AND IS IN CONFORMITY WITH
THE CURRENT REGULATION AND PLANS ACT - IDAHO CODE
33-1801 THROUGH 33-1812

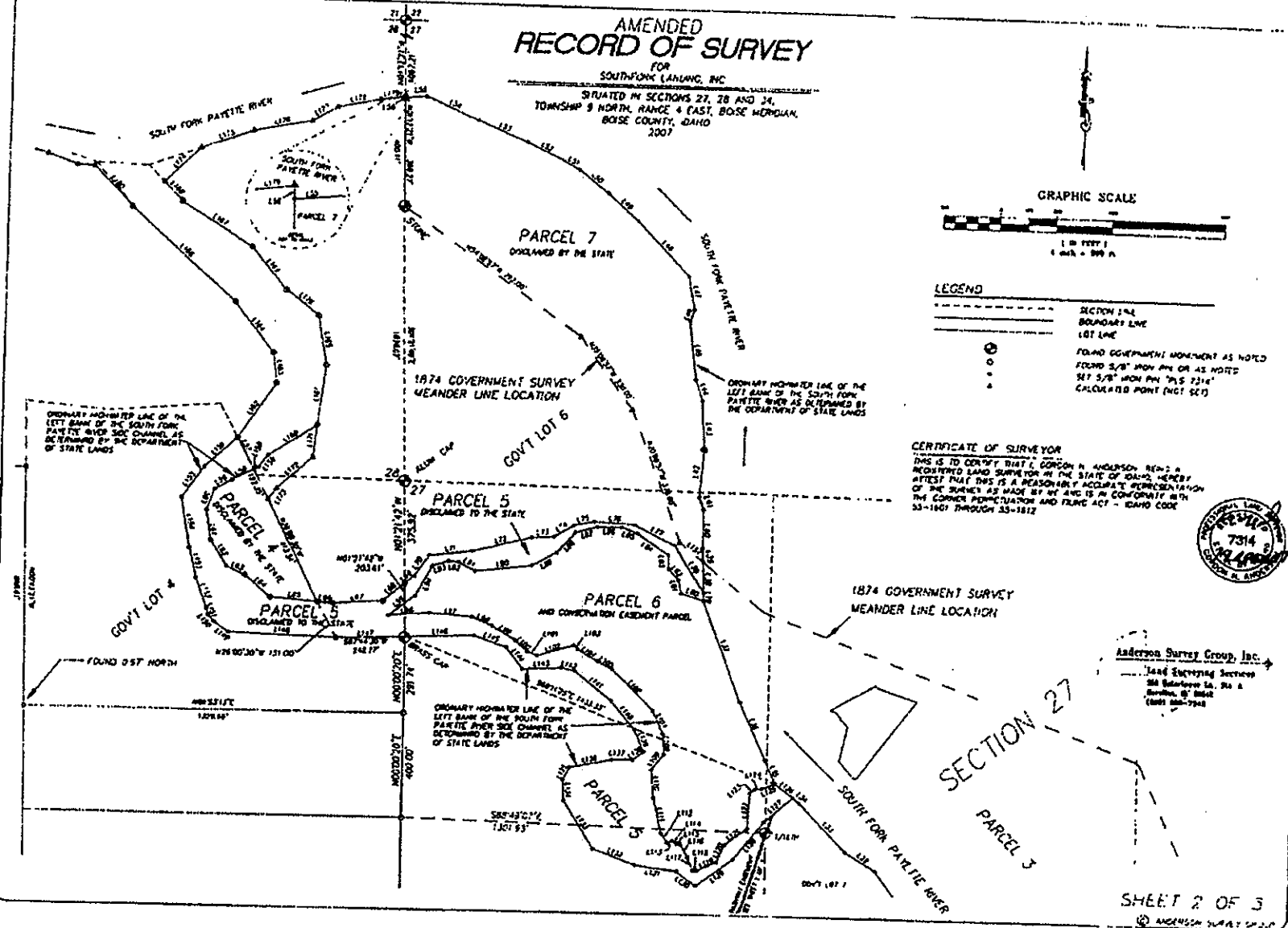


Anderson Survey Group, Inc.

Land Surveying Services
1000 Valley View Dr., Ste. 4
Boise, ID 83704
(208) 333-7504

AMENDED RECORD OF SURVEY

FOR
SOUTH-FORK LANLAW, INC.
SITUATED IN SECTIONS 27, 28 AND 29,
TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE MERIDIAN,
BOISE COUNTY, IDAHO
2007



CERTIFICATE OF SURVEYOR
THIS IS TO CERTIFY THAT I, GORDON H. ANDERSON, BEING A
REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY
ATTEST THAT THIS IS A REASONABLY ACCURATE REPRESENTATION
OF THE SURVEY AS MADE BY ME AND IS IN CONFORMITY WITH
THE CORNER PERMEATION AND PLUMB ACT - IDAHO CODE
33-1107 THROUGH 33-1812



Anderson Survey Group, Inc.
Land Surveying Services
288 S. Main Street, Suite 200
Boise, ID 83721
(208) 333-7344

SECTION 27
PARCEL 3

Instrument # 215959

IDAHO CITY, BOISE COUNTY, IDAHO

2007-09-13

03:05:02 No. of Pages: 6

Recorded for : ALLIANCE TITLE

CONSTANCE SWEARINGEN

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

Fee: 18.00

ADA COUNTY RECORDER J. DA...AVARRO

BOISE IDAHO 09/05/07 02:35 PM

DEPUTY Pam Thompson

RECORDED - REQUEST OF

Alliance Title

AMOUNT 18.00

6



107125419

STATE OF IDAHO

Disclaimer of Interest No. 219

* Re-Record to correct county

THE STATE OF IDAHO, Department of Lands, 954 W. Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the **STATE BOARD OF LAND COMMISSIONERS**, does hereby release and disclaim to **EAGLE SPRINGS RANCH, LLC**, 519 W. Front Street, Boise, Idaho 83702, its successors and assigns, all interests to the following described parcels of accretion land appurtenant to Government Lots 4, 6, and 7, and the Southwest 1/4 of the Southwest 1/4, Section 27, Government Lot 4, Section 28; and Government Lot 3, Section 34, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at the East Quarter corner of said Section 34; thence along the easterly line of said NE 1/4, N00°23'03"W 1104.45 feet to a 5/8" iron pin on the Ordinary High Water line of the Left Bank of the South Fork of the Payette River; thence N00°32'56"W 380.19 feet to a point on the Original Meander Line of the Left Bank of the South Fork of the Payette River; thence along said Meander Line, N74°06'42"W 493.41 feet; thence N14°23'46"W 183.64 feet; thence N63°08'57"W 38.27 feet to the REAL POINT OF BEGINNING, said point being on the Ordinary High Water Line of the Left Bank of the South Fork of the Payette River; thence continuing along the Original Meander Line, N63°08'57"W 423.73 feet; thence N42°08'57"W 317.12 feet to a point on the Ordinary High Water Line of the Left Bank of the South Fork of the Payette River; thence along said Ordinary High Water Line N24°39'21"E 67.62 feet; thence S75°56'19"E 117.33 feet; thence S62°52'13"E 116.49 feet; thence S68°34'52"E 175.17 feet; thence S55°29'55"E 117.26 feet; thence S25°50'47"E 149.57 feet; thence S08°55'17"E 123.72 feet; thence S03°09'10"E 19.14 feet to the REAL POINT OF BEGINNING. Said parcel contains 2.66 acres, more or less.

ALSO:

Commencing at the corner common to Sections 27, 28, 33, and 34 of said Township and Range; thence along the Easterly line of said Section 28, N 00°00'33" E 1271.22 feet to the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28; thence N00°00'20"E 691.74 feet to a Brass Cap monument marking the Meander corner of Government Lot 4 in said Section 28; thence along the Ordinary High Water Line of the Left Bank of a Side Channel of the South Fork of the Payette River, S87°44'30"W 242.27 feet; thence N26°00'30"W 151.00 feet to the REAL POINT OF BEGINNING, said point being on the Ordinary High Water line of the Right Bank of a side Channel of the South Fork of the Payette River; thence leaving said Ordinary High Water Line, N26°00'30"W 413.51 feet; thence N34°39'51"E 51.54 feet; thence N46°19'43"E 173.24 feet; thence N06°06'02"E 123.61 feet to a point on the Ordinary High Water line of the Right Bank of a side Channel of the South Fork of the Payette River; thence along said Right Bank the following courses and distances: thence S55°03'46"W 207.97 feet; thence S36°50'41"W 58.95 feet; thence S60°49'13"W 17.83 feet; thence S60°49'13"W 84.73 feet; thence S59°32'17"W 71.89 feet; thence S18°55'54"W 79.63 feet; thence

APPLICANT'S
Exhibit 8

S07°53'55"E 111.66 feet; thence S31°41'37"E 111.91 feet; thence S65°53'44"E 71.86 feet; thence S48°21'20"E 120.10 feet; thence S85°22'27"E 167.83 feet to the REAL POINT OF BEGINNING. Said parcel contains 2.87 acres, more or less.

ALSO:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range; thence along the Easterly line of said Section 28, N00°00'33"E 1271.22 feet to the SE corner of the NE 1/4 of the SE 1/4 of said Section 28; thence N00°00'20"E 691.74 feet to a Brass Cap monument marking the Meander corner of Government Lot 4 in said Section 28; thence S68°11'25"E 1433.33 feet to the REAL POINT OF BEGINNING, said point being on the Ordinary High Water line of the Right Bank of a Side Channel of the South Fork of the Payette River; thence along the Ordinary High Water line of the Right and Left Banks of a Side Channel of the South Fork of the Payette River the following courses and distances: thence S66°00'10"W 49.05 feet; thence S84°03'41"W 26.22 feet; thence S45°58'30"W 22.49 feet; thence S03°13'41"W 133.86 feet; thence S51°56'26"W 101.69 feet; thence S23°39'06"W 70.23 feet; thence S64°42'44"W 74.58 feet; thence S80°36'29"W 14.72 feet; thence N20°52'48"W 53.89 feet; thence N28°16'24"W 55.11 feet; thence S88°12'05"W 13.47 feet; thence N56°54'02"W 20.27 feet; thence S70°28'43"W 20.04 feet; thence N32°35'17"W 40.02 feet; thence N12°39'46"W 136.60 feet; thence N04°39'23"W 108.75 feet; thence N35°28'07"E 74.18 feet; thence N03°30'10"W 77.46 feet; thence N23°15'27"W 95.94 feet; thence N43°46'41"W 213.70 feet; thence N61°47'52"W 62.40 feet; thence N58°56'31"W 83.25 feet; thence N44°09'26"W 23.15 feet; thence S71°26'40"W 135.32 feet; thence N67°57'05"W 39.21 feet; thence N46°36'25"W 60.09 feet; thence N57°26'52"W 102.47 feet; thence N65°29'22"W 77.20 feet; thence N85°37'25"W 156.73 feet; thence S85°01'46"W 139.70 feet; thence N50°29'29"E 117.71 feet; thence N27°19'39"E 126.53 feet; thence N70°35'09"E 58.33 feet; thence S85°45'48"E 41.09 feet; thence S61°17'09"E 64.16 feet; thence N83°07'45"E 205.26 feet; thence N60°41'17"E 99.48 feet; thence N41°17'16"E 101.98 feet; thence N74°27'19"E 82.01 feet; thence N89°44'01"E 87.04 feet; thence S70°49'39"E 60.76 feet; thence S55°11'45"E 135.52 feet; thence S01°54'35"E 49.32 feet; thence S42°17'32"E 52.75 feet; thence S13°08'42"E 52.22 feet; thence S70°43'54"E 84.68 feet; thence S19°38'48"E 409.00 feet; thence S23°15'12"E 238.25 feet; thence S21°28'53"E 97.56 feet to the REAL POINT OF BEGINNING. Said parcel contains 13.87 acres, more or less.

ALSO:

Commencing at the West 1/4 corner of said Section 27; thence along the westerly line of said Section 27, N01°21'49" W 1028.07 feet to the REAL POINT OF BEGINNING, said point being a Stone marking the Meander corner of Government Lot 6; thence continuing along said westerly line, N01°12'21"W 398.27 feet to point on the Ordinary High Water Line of the Left Bank of the South Fork of the Payette River; thence along said Ordinary High Water line of the Left Bank of the South Fork of the Payette River the following courses and distances: thence N84°17'00"E 76.33 feet; thence S66°05'15"E 205.23 feet; thence S66°30'42"E 191.64 feet; thence S64°22'01"E 137.82

feet; thence S60°27'21"E 73.77 feet; thence S52°07'28"E 136.03 feet; thence S48°01'42"E 148.16 feet; thence S43°28'15"E 271.29 feet; thence S10°52'17"E 124.36 feet; thence S18°12'13"W 46.84 feet; thence S06°37'40"E 219.34 feet; thence S17°10'04"E 83.08 feet; thence S03°00'11"E 187.88 feet; thence S04°06'55"W 181.67 feet; thence S19°38'37"E 46.47 feet; thence S00°20'34"E 143.96 feet; thence S02°00'53"E 49.34 feet to a point on the Original Meander line of the Left Bank of the South Fork of the Payette River; thence along said Meander Line, N50°08'57"W 108.66 feet; thence along said Meander Line, N20°08'57"W 528.00 feet; thence along said Meander Line, N35°08'57"W 330.00 feet; thence along said Meander Line, N54°08'57"W 792.00 feet to the REAL POINT OF BEGINNING. Said parcel contains 15.50 acres, more or less.

The State Board of Land Commissioners approved this disclaimer of interest on May 8, 2007.

EXECUTED this 29 day of Aug 2007.

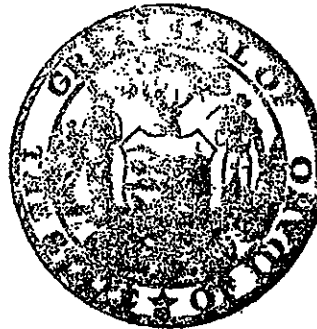
STATE BOARD OF LAND COMMISSIONERS

C.L. Butch Otter
Governor of the State of Idaho and President of the
State Board of Land Commissioners

COUNTERSIGNED:

Ben Yursa
Secretary of State

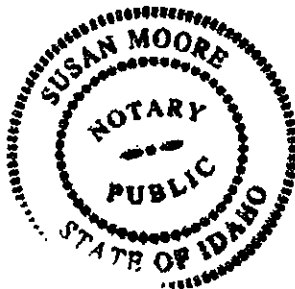
George B. Bacon
Director, Idaho Department of Lands



STATE OF IDAHO)
(ss.
County of Ada)

On this 29 day of Aug 2007, before me, a Notary Public in and for said State, personally appeared C.L. "BUTCH" OTTER, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; BEN YSURSA, known to me to be the Secretary of State of the State of Idaho; and GEORGE B. BACON, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed the same.

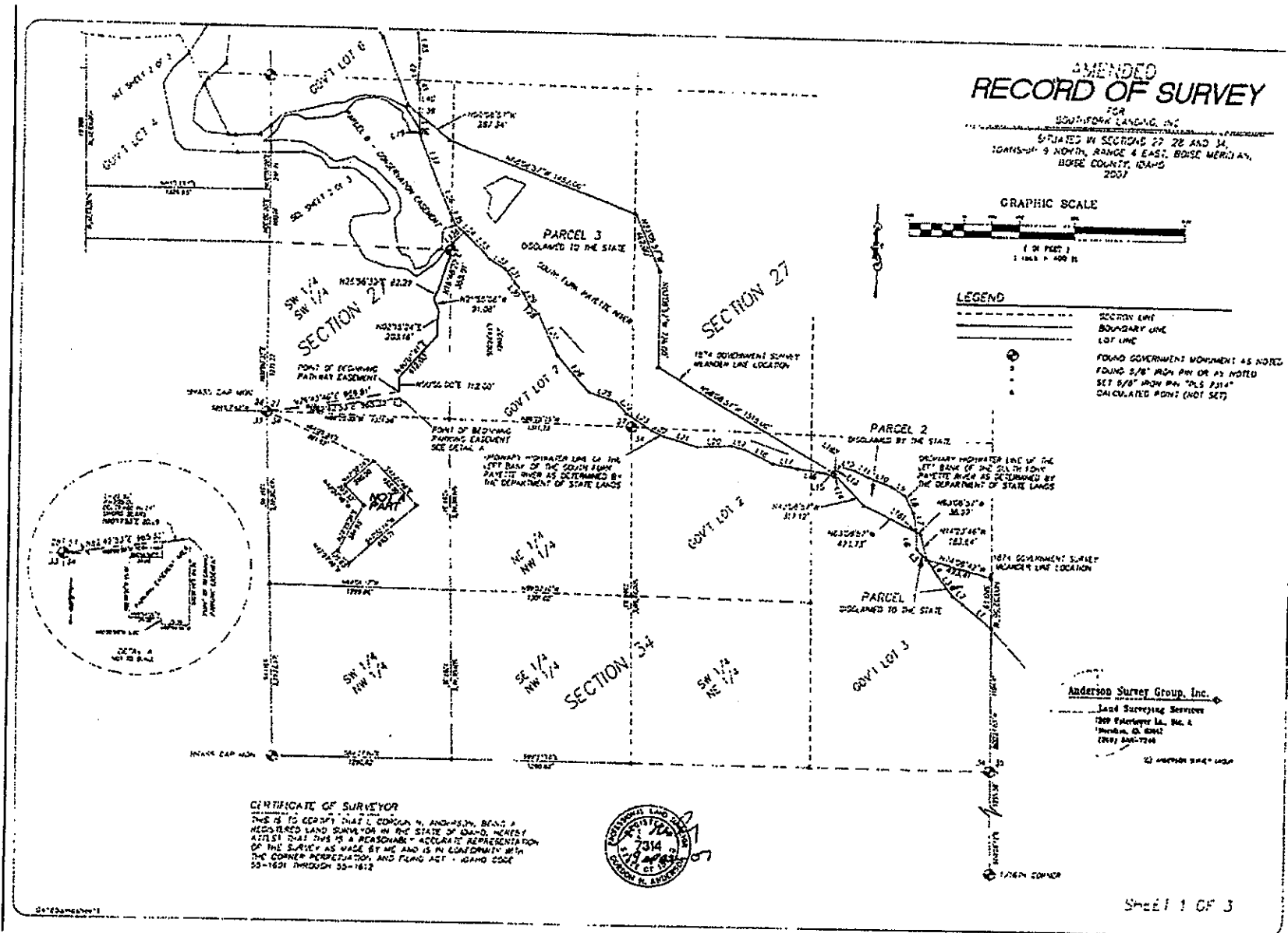
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

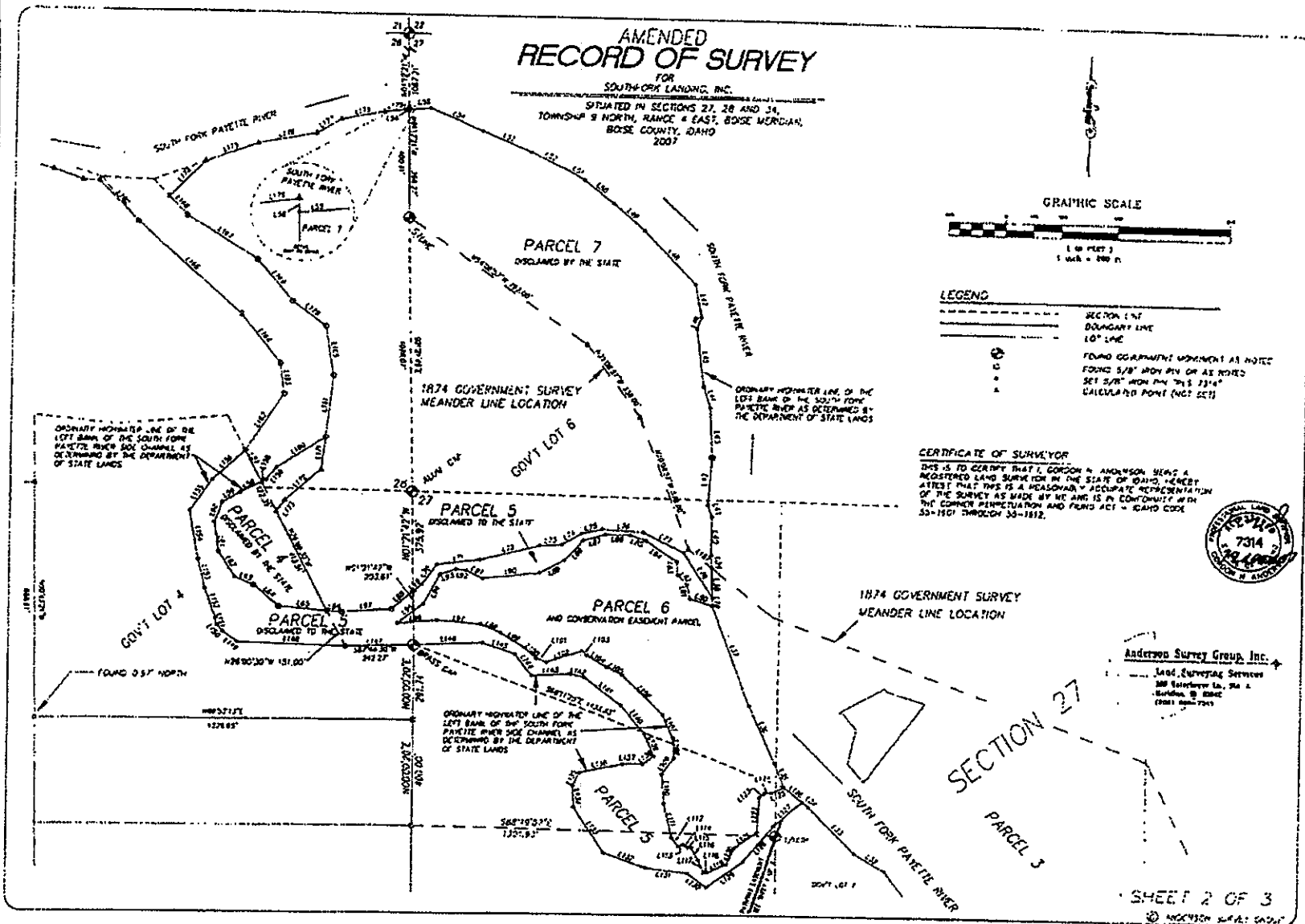


Susan Moore
Notary Public for Idaho

Residing at: *Boise*

My Commission Expires: *6/8/2013*





RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EAGLE SPRINGS RANCH LLC
C/O OAAS LANEY LLC
519 W. FRONT STREET
BOISE, ID 83702

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/06/07 02:35 PM
DEPUTY Pati Thompson
RECORDED - REQUEST OF
Alliance Title

AMOUNT 24.00 8



107125422

Instrument # 215962

IDAHO CITY, BOISE COUNTY, IDAHO
2007-09-13 03:05:02 No. of Pages: 8

Recorded for: ALLIANCE TITLE

CONSTANCE SWEARINGEN

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

Fee: 24.00

ACQUIRED EASEMENT #762 (SPACE ABOVE LINE FOR RECORDING INSTRUMENT)

* Re-Record to correct county.

STATE OF IDAHO CONSERVATION EASEMENT

THIS INDENTURE (the "Easement") made and entered into, by and between, EAGLE SPRINGS RANCH, LLC, an Idaho limited liability company, whose address is 519 W. Front Street, Boise, Idaho 83702 ("Grantor"), and STATE OF IDAHO, IDAHO DEPARTMENT OF LANDS ("State"), 954 W Jefferson St., Boise, Idaho 83720-0050 provided for by Sections 55-2101, et. seq. Idaho Code.

WITNESSETH: Grantor does hereby grant to State a non-exclusive, perpetual easement for the purpose of preserving and maintaining the wetland and flood plain values and providing access for public day-use recreation on the following described lands situated in Boise County, State of Idaho, more specifically described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS A, B AND C

GENERAL PROVISIONS

A. The agreed upon purposes of the Easement granted over the land described on Exhibits A and B are the preservation and maintenance of wetland and flood plain values, restoration, preservation and maintenance of streambeds, protection and enhancement of plant and animal populations and their habitat, and access for public day-use recreation. Grantor, or his successors or assigns, agrees to construct all improvements needed to implement the Easement and to be responsible for all day-to-day administration and maintenance of the Easement.

B. In addition to the Easement granted over the land described on Exhibits A and B, Grantor also agrees to provide and make arrangements for the construction, maintenance, and day to day administration of an unimproved public trailhead parking site large enough to accommodate five (5) full sized vehicles and signage (with use restrictions clearly identified) in the area described on Exhibit C attached hereto.

C. For purposes of this Easement, the State is the "holder" of this Easement only and not responsible for any construction, maintenance or day-to-day administration of this Easement. The rights granted to State hereby include, but are not limited to, the right of inspection to confirm compliance with terms of this Easement.

D. This Easement shall be binding on Grantor and its successors and assigns. Grantor covenants to warrant and defend unto State, its successor and assigns, the interests in the

Conservation Easement -P. 1

APPLICANT'S
Exhibit 9

land subject to this Easement against all claims and demands, subject to the terms and conditions contained herein.

E. State shall indemnify and hold harmless Grantor, and its representatives, against and from any and all demands, claims or liabilities of every nature whatsoever arising directly or indirectly from or in any way connected with the use authorized under this Easement, except for claims arising out of the negligence of Grantor or its representatives.

GRANTOR AND GRANTEE AGREE THAT:

A. No dwellings, barns, outbuildings or other structures will be built within the areas described on Exhibits A, B or C unless mutually agreed upon, in advance, in writing, by State and Grantor.

B. The vegetation or hydrology within the areas described on Exhibits A or B will not be altered in any way or by any means or activity of Grantor, their successors or assigns, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; or (7) draining, dredging, channeling, filling, disking, pumping, diking, impounding and related activities unless any such activity is permitted or required under a joint 404 permit issued to Grantor, its successors or assigns by the U.S. Army Corps of Engineers or such activity is mutually agreed upon, in advance, in writing, by Grantor and State. Limitations (1) through (7) enumerated herein do not preclude trimming, clearing or removal of vegetation or trees, by Grantor, in the interest of public safety or streambed, riverbank or habitat improvement and monitoring.

C. Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the land within areas described on Exhibits A, B and C, including the right to engage in or permit or invite others to engage in all uses of the land that are not expressly prohibited herein and are not inconsistent with the terms of this Easement.

D. Grantor shall have the full right of ingress and egress to their private property within the areas described on Exhibits A, B and C.

E. Grantor shall have the right to hunt and fish within the areas described on Exhibits A, B and C in accordance with all federal, state and local game and fishery regulations.

F. Grantor shall have the full right of ingress and egress to conduct wetlands, streambed, riverbank and habitat restoration, improvement and monitoring, and easement enforcement activities. State and the public shall use the route of access designated on Exhibit B to access the area described on Exhibit A. Grantor shall maintain such access route described on Exhibit B and preserve the parking area identified on Exhibit C, for the benefit of State and the public.

G. Grantor shall have the right to install, operate, and maintain structures, facilities or utilities for the purpose of reestablishing, protecting and enhancing wetland functions and values within the areas described on Exhibits A, B and C, including the transportation of

construction materials to and from sites where the same are to be installed, operated or maintained.

H. Grantor and State herein agree that should State acquire all, or a portion, of the fee interest in the land described on Exhibit A, B or C (i) State, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed by this Easement and (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in light of the public interest in its enforcement. Any instrument of assignment of this Easement or the rights conveyed hereby shall refer to the provisions of this paragraph and shall contain language necessary to continue it in full force.

I. Any ambiguities in this Easement shall be construed in a manner which best effectuates its conservation values.

Grantor covenants with State that Grantor is lawfully seized and possessed of the land described on Exhibits A, B and C hereto; that Grantor has the authority and right to convey the Easement; that the land described on Exhibits A, B and C is free from all encumbrances except those filed of record in Boise County ("Permitted Encumbrances"); and that Grantor will warrant and forever defend the title and possession thereto against the lawful claim of all persons, except for the beneficiaries of the Permitted Encumbrances.

Grantor covenants that it will not do, suffer or permit any act whereby the Easement may be impaired, encumbered, or in any manner interfered with, except as permitted under the Permitted Encumbrances.

TO HAVE AND TO HOLD the Easement for the purposes herein above-described unto State, its successors and assigns forever.

IN WITNESS WHEREOF, EAGLE SPRINGS RANCH, LLC has executed this Easement effective the 18 day of June, 2007.

GRANTOR:

EAGLE SPRINGS RANCH, LLC,
By its Manager:

SOUTHFORK LANDING, INC.

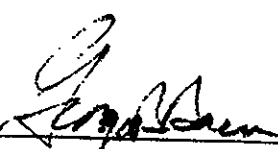
By:


T. Erik Oaas, President

GRANTEE:

STATE OF IDAHO, IDAHO DEPARTMENT
OF LANDS

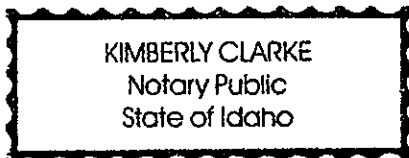
By:


George Bacon, Director

STATE OF IDAHO)
 : ss.
County of Ada)

On this 14th day of June, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared T. ERIK OAAS, known or identified to me to be the president of SOUTHFORK LANDING, INC., an Idaho corporation, as the manager of EAGLE SPRINGS RANCH, LLC, an Idaho limited liability company, the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that EAGLE SPRINGS RANCH, LLC executed the same.

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




Notary Public for Idaho
Residing at BOISE
My Commission Expires: 4-13-11

STATE OF IDAHO)
 : ss.
County of Ada)

On this 18 day of June, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared GEORGE BACON, known or identified to me to be the director of IDAHO FOUNDATION FOR PARKS AND LANDS, INC., an Idaho corporation, the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that IDAHO FOUNDATION FOR PARKS AND LANDS, INC., executed the same.

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

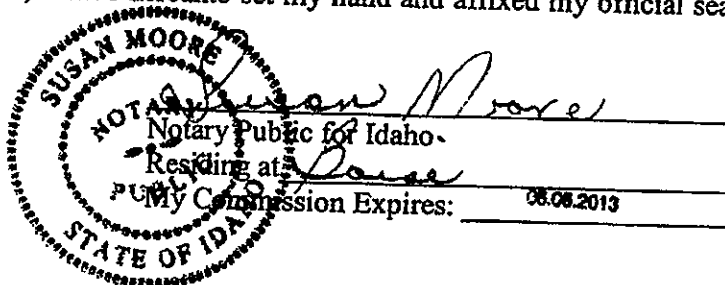


EXHIBIT A
Legal Description for Small Island



Parcel 6
Disclaimed by the State
and
Conservation Easement parcel

A parcel of land located in the East One Half of Section 28 and the West One Half of Section 27, Township 9 North, Range 4 East of the Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range; thence along the Easterly line of said Section 28, North 00°00'30" East a distance of 1271.22 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence North 00°00'20" East a distance of 691.74 feet to a Brass Cap monument marking the Meander corner of Government Lot 4 in said Section 28; thence South 68°11'25" East a distance of 1433.33 feet to the TRUE POINT OF BEGINNING, said point being on the Ordinary Highwater line of the Right Bank of a Side Channel of the South Fork of the Payette River; thence along the Ordinary Highwater line of the Right and Left Banks of a Side Channel of the South Fork of the Payette River the following courses and distances:

thence South 66°00'10" West a distance of 49.05 feet;
thence South 84°03'41" West a distance of 26.22 feet;
thence South 45°58'30" West a distance of 22.49 feet;
thence South 03°13'41" West a distance of 133.86 feet;
thence South 51°56'26" West a distance of 101.69 feet;
thence South 23°39'06" West a distance of 70.23 feet;
thence South 64°42'44" West a distance of 74.58 feet;
thence South 80°36'29" West a distance of 14.72 feet;
thence North 20°52'48" West a distance of 53.89 feet;
thence North 28°16'24" West a distance of 55.11 feet;
thence South 88°12'05" West a distance of 13.47 feet;
thence North 56°54'02" West a distance of 20.21 feet;
thence South 70°28'43" West a distance of 20.04 feet;
thence North 32°35'17" West a distance of 40.02 feet;
thence North 12°39'46" West a distance of 136.68 feet;
thence North 04°39'23" West a distance of 108.75 feet;
thence North 35°28'07" East a distance of 74.18 feet;
thence North 03°30'10" West a distance of 77.46 feet;
thence North 23°15'27" West a distance of 95.94 feet;
thence North 43°46'41" West a distance of 213.70 feet;
thence North 61°47'52" West a distance of 62.40 feet;
thence North 58°56'31" West a distance of 83.25 feet;



LAND SURVEYING SERVICES

357 E. Water Tower Ln. • Suite F, Meridian, ID 83642
P. 208.888.7345 • F. 208.888.7351



Page 2
Conservation Easement
continued

thence North 44°09'26" West a distance of 23.15 feet;
thence South 71°26'40" West a distance of 135.32 feet;
thence North 67°57'05" West a distance of 39.21 feet;
thence North 46°36'25" West a distance of 60.09 feet;
thence North 57°26'52" West a distance of 102.47 feet;
thence North 65°29'22" West a distance of 77.20 feet;
thence North 85°37'25" West a distance of 156.73 feet;
thence South 85°01'46" West a distance of 139.70 feet;
thence North 50°29'29" East a distance of 117.71 feet;
thence North 27°19'39" East a distance of 126.53 feet;
thence North 70°35'09" East a distance of 58.33 feet;
thence South 85°45'48" East a distance of 41.09 feet;
thence South 61°17'09" East a distance of 64.16 feet;
thence North 83°07'45" East a distance of 205.26 feet;
thence North 60°41'17" East a distance of 99.48 feet;
thence North 41°17'16" East a distance of 101.98 feet;
thence North 74°27'19" East a distance of 82.01 feet;
thence North 89°44'01" East a distance of 87.04 feet;
thence South 70°49'39" East a distance of 60.76 feet;
thence South 55°11'45" East a distance of 135.52 feet;
thence South 01°54'35" East a distance of 49.32 feet;
thence South 42°17'32" East a distance of 52.75 feet;
thence South 13°08'42" East a distance of 52.22 feet;
thence South 70°43'54" East a distance of 84.68 feet;
thence South 19°38'48" East a distance of 409.00 feet;
thence South 23°15'12" East a distance of 238.29 feet;
thence South 21°28'53" East a distance of 97.56 feet to the POINT OF BEGINNING.

Said parcel contains 13.87 acres more or less.



LAND SURVEYING SERVICES

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EXHIBIT B
Legal Description for Pedestrian Path



**Pedestrian Path
Easement Description**

A 6.00 foot with strip of land located in the West One Half of Section 27, Township 9 North, Range 4 East of the Boise Meridian, Boise County, Idaho, the centerline of said strip of land being more particularly described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range;
thence North 79°43'46" East a distance of 959.91 feet to the TRUE POINT OF BEGINNING of said strip of land; thence along said centerline the following courses and distances:
thence North 00°00'00" East a distance of 112.00 feet;
thence North 40°01'41" East a distance of 412.03 feet;
thence North 02°15'24" East a distance of 203.16 feet;
thence North 21°55'06" West a distance of 91.08 feet;
thence North 25°56'32" East a distance of 82.29 feet;
thence North 16°48'22" East a distance of 368.01 feet to the POINT OF TERMINUS, said point being on the Ordinary High Water line of the Side Channel of the South Fork of the Payette River and Bears North 19°31'34" East a distance of 72.05 feet from an Aluminum cap monument found at the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 27.

The side lines of said easement shall be 3.00 feet on each side of center line and shall be lengthened or shortened to terminate on the Ordinary High Water Line of the Side Channel of the South Fork of the Payette River or the Public Road Right-of-Way lines.

End of Description



LAND SURVEYING SERVICES

357 E. Watertower Ln. • Suite F, Meridian, ID 83642
P 208.888.7345 • F. 208.888.7344

EXHIBIT C
Legal Description for Trailhead Parking Easement



**Trailhead Parking
Easement Description**

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 27, Township 9 North, Range 4 East of the Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 27, 28, 33 and 34 of said Township and Range; thence North 82°42'53" East a distance of 965.32 feet to the TRUE POINT OF BEGINNING of said strip of land; thence along said centerline the following courses and distances:
thence South 00°00'00" East a distance of 64.26 feet;
thence North 90°00'00" West a distance of 20.00 feet;
thence North 00°00'00" West a distance of 5.00 feet;
thence North 90°00'00" West a distance of 24.00 feet;
thence North 00°00'00" West a distance of 45.00 feet;
thence South 90°00'00" East a distance of 24.00 feet;
thence North 00°00'00" West a distance of 10.84 feet to a point on the Southerly right-of-way line of Southfork Lane; thence along a non-tangent curve to the left along the arc a distance of 20.30 feet, having a 205.00 foot radius, a central angle of 05°40'24", the long chord of which bears North 80°17'53" East a distance of 20.29 feet to the POINT OF BEGINNING.

Said parcel contains 2328 square feet more or less

End of Description
April 17, 2007
Project 04-185



LAND SURVEYING SERVICES

369 E. Watertower Lane · Suite A · Meridian, ID 83642
P 208 888.7345 · F 208 868.7354

State of Idaho
Department of Water Resources
Amendment of Permit

NO. 65-23089

Priority: October 6, 2006

Maximum Diversion Rate: 2.00 CFS

This is to certify, that **EAGLE SPRINGS RANCH LLC**
519 W FRONT ST
BOISE ID 83702

has applied for an amendment of a permit and the amendment is **APPROVED** for development of water as follows:

Source: GROUND WATER

Tributary: SOUTH FORK PAYETTE RIVER

BENEFICIAL USEPERIOD OF USERATE OF DIVERSION

MUNICIPAL

01/01 to 12/31

2.00 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 27, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 27, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 34, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, Twp 09N, Rge 04E, B.M. BOISE County
GROUND WATER NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, Twp 09N, Rge 04E, B.M. BOISE County

1. Proof of application of water to beneficial use shall be submitted on or before **June 1, 2012**.
2. Subject to all prior water rights.
3. Water bearing zone to be appropriated is from 50 to 300 feet.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.
6. Place of use is within the area served by the public water supply system of Eagle Springs Ranch, LLC. The place of use is generally located within Sections 27, 28, 34 and 35, Township 9N, Range 4E.

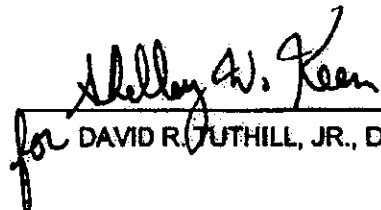
State of Idaho
Department of Water Resources
Amendment of Permit

NO. 65-23089

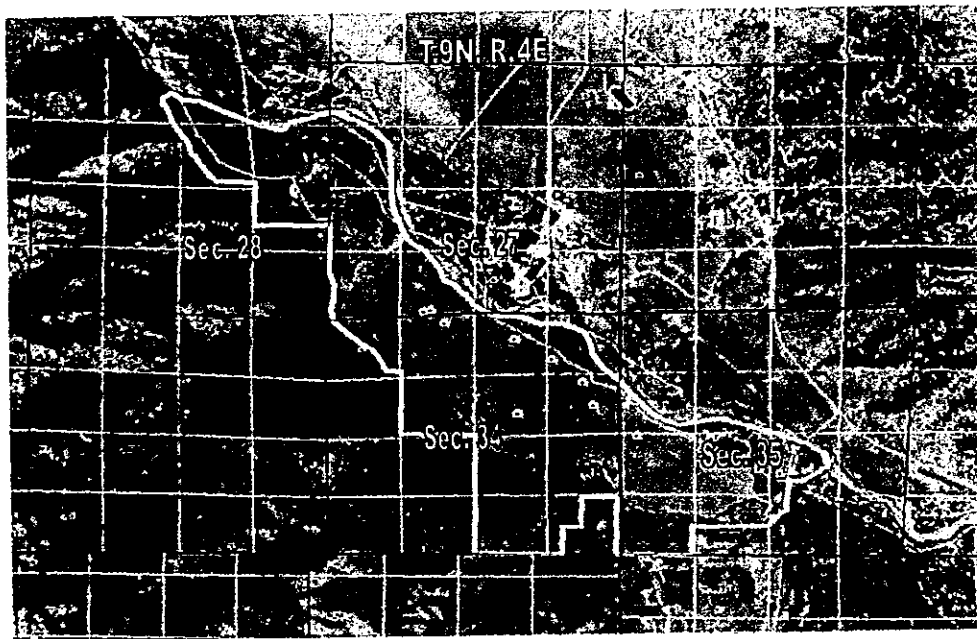
CONDITIONS OF APPROVAL

7. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
8. Prior to or in connection with the proof of beneficial use statement to be submitted for municipal water use under this right, the right holder shall provide the department with documentation showing that the water supply system is being regulated by the Idaho Department of Environmental Quality as a public water supply and that it has been issued a public water supply number.
9. The right holder shall contact the watermaster by June 15 each year for authorization to continue diverting and using water. The right holder shall not divert water after June 15 each year unless the watermaster authorizes continued diversion and use of water under this water right. When the watermaster informs the right holder that water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Payette River Rental Pool, or shall otherwise mitigate for the depletion of water caused by this water use. The department may amend the contact date listed in this administrative provision to more closely coincide with the date when water is not available to fill this water right. The department may also waive these watermaster contact and authorization requirements for any constructed well authorized under this permit if the permit holder demonstrates that withdrawal of ground water from the well will not reduce flows in the Payette River.
10. This right does not grant any right-of-way or easement across the land of another.
11. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
12. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustration purposes.
13. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
14. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.

This amendment of permit is issued pursuant to the provisions of Section 42-211, Idaho Code. Witness the signature of the Director, affixed at Boise, this 13th day of July, 2007.

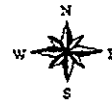

for DAVID R. LUTHER, JR., Director

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 65-23089
Digital Boundary for Eagle Springs Ranch LLC
July 13, 2007



0.6 0 0.6 1.2 Miles

Sections
Permit 65-23089 Outlined in White
QQ
Permit POD Highlighted in Yellow





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

July 16, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

EAGLE SPRINGS RANCH LLC
519 W FRONT ST
BOISE ID 83702

RE: Permit No. 65-23089

Amendment of Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed amendment of permit approving your application to amend the permit referenced above. Please be sure to thoroughly review every element including the conditions of approval listed on your permit.

The amendment of permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-287-4947.

Sincerely,

Shelley W. Keen, Manager
Water Right Permits Section

Enclosure(s)

cc: SPF WATER ENGINEERING LLC

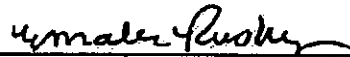
CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2007 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Amendment of Permit) to the persons listed below:

RE: WATER RIGHT PERMIT NO. 65-23089

**EAGLE SPRINGS RANCH LLC
519 W FRONT ST
BOISE ID 83702**

**SPF WATER ENGINEERING LLC
C/O SCOTT KING
600 E RIVER PARK LN STE 105
BOISE ID 83706**



**Emalee Rushing
Technical Records Specialist**

U.S. ARMY CORPS OF ENGINEERS
IDAHO DEPARTMENT OF WATER RESOURCES
IDAHO DEPARTMENT OF LANDS

This application may be used to apply for both a Department of the Army permit from the U.S. Army Corps of Engineers (Corps) and for State of Idaho permits. Department of the Army permits are required by Section 10 of the Rivers and Harbors Act of 1899 for any structures or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for discharges of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho, Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-142 et. seq., Idaho Code. **Route Uses:** Information provided on this form will be used in evaluating the application. Disclosure of requested information is voluntary. If information is not provided, however, the permit application cannot be processed nor can permits be issued. Applicants should send this completed application, along with one set of good reproducible drawings showing the location and character of the proposed project, to both the Corps of Engineers and the State of Idaho. **NOTE: DRAWINGS NO LARGER THAN 8-1/2 X 11 INCHES IN SIZE.** The Applicant Information pamphlet provides instructions and a checklist for completing the drawings.

1. Corps of Engineers # _____	2a. Department of Water Resources # _____	2b. Department of Lands # _____
Date Received _____	Date Received _____	Date Received _____
	Fee Rec'd By: _____ Receipt # _____	Fee Rec'd By: _____ Receipt # _____

PLEASE TYPE OR PRINT

3. a. Applicant **C. Lloyd Mahaffey, Dynamis Group, LP**

4. a. Authorized Agent

b. Mailing Address 1121 E. State Street

b. Mailing Address

Eagle, ID 83616

c. Work Phone (208) 939-2808 Home ()

c. Work Phone () Area Home () Area

d. Fax Number 208 939-5606

d. Fax Number _____

e. Email Address lloyd@dynamisgroup.com

e. Email Address

5. Location where proposed activity exists or will occur.

5. e. Tax Assessor's Description

a. Waterway assorted wetlands

Distance/Direction from nearest city/town

Tributary of S. F. Payette

34	9 North	4 East
----	---------	--------

b. Distance/Direction from nearest city or town County/State

f. 1/4 1/4	Section	Township	Range
------------	---------	----------	-------

due west 1 mile from Garden Valley, Idaho 83622

g. UTM Coordinate Grid	11	4880700	582700
------------------------	----	---------	--------

c. Zip Code Local jurisdiction (city or county) **Boise County, Idaho**

Zone	Northing	Easting
------	----------	---------

d. **Directions to the site** From Garden Valley, Idaho proceed SE on Highway 24 1 mile, turn south on Alder Creek Road 1000 feet.

d. Directions to the site From Garden Valley, Idaho proceed SE on Highway 24 1 mile, turn south on Alder Creek Road 1000 feet.

d. Directions to the site From Garden Valley, Idaho proceed SE on Highway 24 1 mile, turn south on Alder Creek Road 1000 feet.

d. Directions to the site From Garden Valley, Idaho proceed SE on Highway 24 1 mile, turn south on Alder Creek Road 1000 feet.

d. Directions to the site From Garden Valley, Idaho proceed SE on Highway 24 1 mile, turn south on Alder Creek Road 1000 feet.

6. a. Describe Project (Work below the ordinary high water mark or in wetlands). Most fill locations are for road crossings. One fill area would be used to plug the lower portion of Coski Creek. Seven would be used for lot fill for homes and a lodge. Typical construction would consist of stripping wetland soil, stockpiling in an upland area for later use in mitigation areas, backfilling the area with gravel fill, culverts where indicated, and roadfill. Some fills may require a coffer dam or similar feature. Water would be pumped around the zones or would be allowed to flow overland. Standard erosion control best management practices would be used.

b. Construction methods and equipment Construction would utilize a hydraulic excavator, dump truck, front-end loader.

See above for additional information.

c. Length of project along the stream or extension into lake or reservoir:

d. Size and flow capacity of proposed bridge or culvert and area of drainage served (sq. miles): (Idaho Department of Water Resources requirement.)

COMPLETE THE FOLLOWING FOR DISCHARGES OF DREDGED OR FILL MATERIAL

7.a. Volume dredged or fill material to be placed waterward of the ordinary high water mark (BOTH TEMPORARY AND PERMANENT)?	35,535 (cubic yards)
---	-------------------------

b. Will fill be placed in wetlands? yes If yes, area: 4.5, PERM (acres) Type of fill material: clean gravel, topsoil, pvc
Includes 1.41 acres of pond fill. 1.77 acres would be temporarily filled. (i.e. sand, rock, clay, concrete, etc.)

c. Will dredging be required waterward of the ordinary high water mark or in wetlands? Yes If yes, volume < 7,000 (cubic yards)

d. Type of dredged material Silt loam soil, gravel

e. Disposal site for dredged material: Upland areas. Method of dredging: Hydraulic excavator and dump truck.

f. Method to control turbidity and sedimentation: In addition to silt fence, construction would be done when surface water is low, if possible.

g. Is project located in a mapped floodway? No **If yes, complete the Engineering "No-Rise" certification form.**

8.a. Purpose and intended use: Commercial ☐ Public ☐ Private ☒ Other ☐ Describe _____

b. Reason for project home development, creek restoration and creation

9. Proposed Starting Date August 2008 Estimated Duration 2 years

10. List portions of the project that are complete with month and year of completion Grading of some interior roads, ongoing
Label this work on your drawings.

11. Names, addresses, and telephone numbers of all adjoining property owners, lessees, etc.

See Exhibit A.

☐ Check here if the alteration is located on endowment lands administered by the Idaho Department of Lands

12. LEGAL OWNER IF OTHER THAN APPLICANT

a. Name See Exhibit B. d. Phone Work () _____
b. Mailing Address _____ Home () _____
c. City, State, Zip Code _____

13. List applications, approvals, or certifications from other Federal, state, or local agencies for work described in this application.

Issuing Agency	Type of Approval	Identification No.	Date of Application	Date of Approval
<u>See Exhibit C.</u>				

14. Has any agency denied approval for the proposed activity? Yes ☐ No ☒ (If "Yes" explain)

15. Other comments/information:

A compensatory mitigation plan will be submitted under separate cover. A summary of fill and excavation activities is included.

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed and completed work.

C. Lloyd Mahaffey

Signature of Applicant (ORIGINAL SIGNATURE REQUIRED)

Printed Name

Date

17. If you wish to designate an authorized agent, complete item 4, item 16 and the following information.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a Federal permit is issued, I must sign the permit.

Original Signature of Authorized Agent

Date

Original Signature of Applicant

Date

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

DO NOT SEND CORPS PROCESSING FEE WITH APPLICATION

SEND IDAHO DEPARTMENT OF WATER RESOURCES OR IDAHO DEPARTMENT OF LANDS FILING FEE WITH APPLICATION

SUMMARY OF FILL ACTIVITIES – SOUTHFORK LANDING

Fills on Wetland, Open Water, and Jurisdictional Channels, S.F. Landing Phase 2

Map Reference	Wetland ID	Delineation Area	Purpose	IDWR Jurisdiction	Linear Ft.	Acres	Volume
Fill1-Sheet #3	PEM1C-2	Charters Ranch	road fill - culvert	No	90	0.16	1009
Fill1-Sheet #3	PEM1A-1	Charters Ranch	road fill - culvert	No	90	0.14	672
Fill2-Sheet #4,8	PEM1C-3- Charters Creek	Charters Ranch	road fill - culvert	Yes	55	0.02	90
Fill3-Sheet #4,8	PEM1C-3- Charters Creek	Charters Ranch	upgrade existing culvert	Yes	48	0.01	65
Fill4-Sheet #5	PEM1C-3- Charters Creek	Charters Ranch	lot fill	Yes		0.17	816
Fill5-Sheet #6	PEM1C-4- Charters Ck.	Charters Ranch	lot fill	Yes		1.01	4890
Fill6-Sheet #5	PEM1A-2	Charters Ranch	lot fill	No		0.62	4012
Fill7-Sheet #8	PEM1A-2	Charters Ranch	road fill	No		0.01	87
Fill8-Sheet #5	PEM1A-2	Charters Ranch	road fill	No		0.23	1510
Fill9-Sheet #5	POW	Charters Ranch	lot fill	No		0.56	7262
Fill9-Sheet #5	POW	Charters Ranch	lot fill	No		0.85	10981
Fill11-Sheet #9	R2RB	Charters Ranch	road fill	No	295	0.07	237
Fill12-Sheet #9	R2RB	Charters Ranch	road & lot fill	No	812	0.38	1218
Fill14-Sheet #9	R2RB	Charters Ranch	lot fill	No	191	0.06	209
Fill15-Sheet #7	PEM1A2	Charters Ranch	road fill - culvert	No	50	0.19	620
Fill17-Sheet #11	PSS1F/PUB1H- Coski Ck.	Freedom Ranch	creek plug/control	Yes		0.00	34
			Total		1631	4.50	33715

Excavation of Wetland, S.F. Landing, Phase 2

Map Reference	Wetland ID	Delineation Area	Purpose		Acres	Volume
Exc1 - Sheet #3	PEM1C-3- Charters Creek	Charters Ranch	pond	Yes	0.10	2447
Exc2 - Sheet #5	PEM1C-4	Charters Ranch	pond	No	1.26	4050
Exc3 - Sheet#10	PEM1C-3- Coski Ck.	Charters Ranch	pond	Yes	0.01	43
			Total		1.37	6539

Temporary Fill Impacts

Map Reference	Wetland ID	Delineation Area	Purpose	IDWR Jurisdiction	Linear Ft.	Acres	Volume
Fill 10-Sheet #7	PEM1A-2	Charters Ranch	buried pipe, temp.	No	255	0.02	113
Fill 13- Sheet #10	PEM1A-2	Charters Ranch	stream creation	Yes	320	0.02	40
Fill 16 - Sheet #10	PEM1A-2	Charters Ranch	stream creation	No	10	0.00	4
Fill 16 - Sheet #10	PEM1C-5	Charters Ranch	stream creation	No	160	0.04	61
Fill 18 - Sheet #12	PSS1J-2	Charters Ranch	stream creation, restoration	No	911	0.30	488
Fill 19 - Sheet #	PEM1C-5	Charters Ranch	stream creation, restoration	At confluence with S. channel	820	1.38	1114
			Total		2476	1.77	1820

BACKGROUND AND JUSTIFICATION FOR WETLAND IMPACTS

Southfork Landing is an 868 acre, conservation oriented, planned unit development located in Boise County near the unincorporated area of Garden Valley. There has been a considerable planning effort expended to develop a beautiful residential community in this pristine setting, maintaining a concerted sensitivity to the property's unique character. The property is nestled along 3.5 miles of the South Fork of the Payette River's south shore. The majority of the property extends along the west side of the Alder Creek Bridge, but a small portion of the property is also located on the east side of Alder Creek Bridge. Past uses of the property have been primarily cattle ranching and limited agriculture practices.

The design for Southfork Landing was developed with 4 conservation goals in mind:

- Protect the South Fork of the Payette River, the wildlife, and the native vegetation
- Create a community that is synergistic with the environment, taking advantage of the natural beauty and improving areas that have been damaged through agricultural practices over the past decades.
- Develop a higher quality fishing experience through the development of privately managed streams and habitat improvements along the South Fork's river banks within the project
- Maintain and improve, where possible, the delineated wetlands existing on site

With these goals as a foundation, a master plan has been developed for Southfork Landing that includes a conservation corridor ranging from 100' to 200' along the entire length of the river. This corridor shall be protected from all development and encroachment in perpetuity. In addition to the conservation corridor along the river, the plan for Southfork Landing designates approximately 55 acres of delineated wetlands to be saved and protected in its natural state. Further, the master plan has been developed with approximately 420 acres of migration corridors and improved habitat for both deer and elk. These corridors also provide nice separation between residential lots, creating a tremendous rural feel. Fish habitat will be promoted within the proposed streams and ponds, and several river bank restoration projects are planned for both beautification and mitigation purposes. This work shall be in accordance with the Army Corps of Engineers requirements. The wetlands and the majority of the open space will be placed into conservation easements that shall be established by the developer.

Wetland delineation for the 868 acre Southfork Landing project was completed in November of 2005. Utilizing this delineation plan along with other site analyses, a master plan was developed and submitted to Boise County for both preliminary and final PUD approvals. In developing the master plan, avoidance of the wetlands was a top priority. While the design required several crossings of wetlands and some proposed ponds overlapped with the existing wetlands, avoidance of the majority of wetland areas on site was achieved.

During the master planning and PUD process with Boise County, it was made clear that the plan for the commercial area was extremely conceptual and that this area would be

modified to best serve the community as the project progressed with a focus on accommodating pedestrians and cyclists. Recently, a more detailed design process for the lodge and commercial area was undertaken. There were two main issues that needed to be addressed during this redesign. First was the need to make the lodge smaller in order to address public concerns about the size of the proposed and approved 50-room lodge. Second was the desire to better connect the existing historic mansion with the lodge and commercial area. Due to terrain, county design guidelines, and the need to provide adequate fire access to the mansion, complete avoidance of all wetlands was not possible.

With approximately 60% of the property remaining as protected, open, or common space for conservation purposes, the developer believes that its goal of an integrated, environmentally sensitive community will be met; however, this conservation approach has created challenges in the placement of both residential lots and the commercial area. Rather than take a more traditional approach of placing lots along the SF Payette River, this design creates "fingers" or rows of lots that are aligned perpendicular to the river. With the open space corridors in place, this configuration allows all lots in the main meadow to enjoy unimpeded views in all directions, and provides easy access to the river. This "finger" approach also allowed almost no impact to the one of the largest wetland areas on the site located west of the western most "finger"

As stated earlier, the goal for this design is to create a community and a successful community needs an activity center or gathering area. The proposed commercial area is tied to the historic mansion located on the site. Great care is being taken to protect and restore this mansion to its original condition. In turn it will be utilized as a small but important gathering place, surrounded by other planned facilities that will accommodate a central lodge and clubhouse along with some other commercial and community facilities.

The mansion is located on top of a hill next to the Charters Creek drainage, which flows past the mansion and into a scarred section of the meadow below. This area below the mansion is an ideal spot for the commercial facilities for several reasons. First, the two main roads which travel from east to west funnel into this area. Second, it is in immediate proximity to the historic mansion, a critical part of the theme for Southfork Landing as well as a historic structure for which the developers are committed to protect and implement. Third, this location is the geographic center of the project, allowing easy access by all residents of the community. Finally, due to the tremendous amount of preserved area and open space, locations for this commercial area were extremely limited without going to great measures to remove timber and create huge excavation scars on adjacent hillsides.

Several design concepts were explored for the lodge and commercial areas. As water amenities for irrigation, aesthetic and habitat purposes are key components of this project, a large pond system has been implemented throughout the design. The lodge area is no exception to this idea. A large pond has been incorporated into the community center capturing water from Charters Creek and continuing distribution to the existing wetland areas moving from south to north. Different configurations of this pond were explored.

An integrated pond creates the most aesthetic value to this area, providing recreational opportunities as well as being a visual amenity.

Avoidance was sought after in all cases; however, the majority of wetland areas that are being affected by this proposed design have been created through irrigating practices and through the failure of an old earthen dam. A former landowner built a pond into which the creek flowed and exited at a point determined by the landowner. The north levy collapsed and the creek found a path around the levy. The current route is not the natural route. These areas through development will be greatly improved, developing a commercial center that will be maintaining wetlands where possible and implementing new water amenities throughout.

In summary, an extreme amount of forethought and planning have gone into the design of this project. In designing the master plan, avoidance of wetlands was a top priority. Of the 60 acres of delineated wetlands, 55.3 acres are earmarked to remain undisturbed. We appreciate your attention to these matters.

Exhibit A

IDAHO DEPARTMENT OF
LANDS
P.O BOX 83720
BOISE, IDAHO 83720-0050

PATRICIA BURSON-GARDNER
1325 ALLUMBAUGH ROAD
BOISE, IDAHO 83704

JACQUELINE CHARTERS
3715 N LEGACY WOODS
MERIDAIN, IDAHO 83642

MR & MRS. BARNES
P.O BOX 191279
BOISE, IDAHO 83719

CASA DEL NORTE LP
11204 N BAR 21 DRIVE
GLENNS FERRY, ID 83626

BOX R- LAND & LIVESTOCK
INC
P.O BOX 1145
EAGLE, IDAHO 83616

ROLAND & ROBIN SMITH
12018 COMBES PARK DRIVE
BOISE, IDAHO 83713

W&R FAMILY TRUST
1032 CAMELOT DRIVE
BOISE, IDAHO 83704

MARK & TERRI
2309 CLAREMONT DRIVE
BOISE, IDAHO 83702

ROBERT & BIBIANA NERTNEY
7726 W MOOSERUN CT
BOISE, IDAHO 83704

~~ROGER & LYNN
799 DEVEREADY
PRESCOTT, AZ 86308~~

STEVEN KINKADE
P.O BOX 391
GARDEN VALLEY, ID 83622

JERRY, MARLA & CHERRI
1647 S TRENT POINT WAY
BOISE, IDAHO 83712

STEVEN ECKLUND
P.O BOX 681
GARDEN VALLEY, ID 83622

CHRISTOPHER PARKER
1217 11TH ST
BOISE, IDAHO 83702

PROJECT PATCH
13455 SE 97TH AVE
CLACKAMAS, OR 97015

STATE OF IDAHO
P.O BOX 8028
BOISE, IDAHO 83707

TONI ARDENN TURNBULL
4642 INDIAN SUMMER DR SE
OLYMPIA, WA 98513

CATHY & MICHAEL
PO BOX 569
GARDEN VALLEY, ID 83622

ROY & WILMA BUCKLEY
19300 MARSING ROAD
CALDWELL, ID 83607

*Russell, Blaine
1941 Mountain View
Eagle, Id 83616*

EXHIBIT B

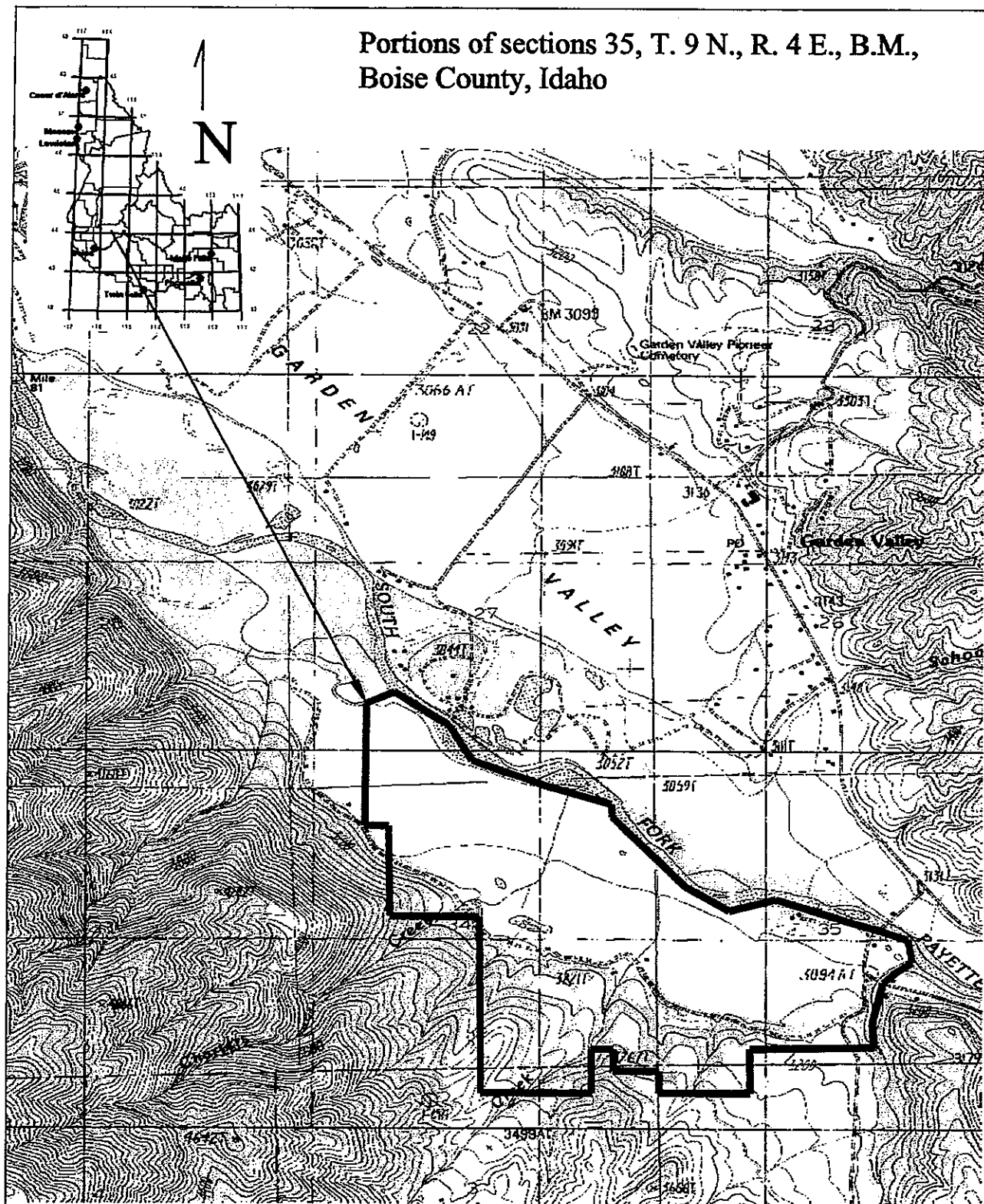
Eagle Springs Ranch, LLC
PO Box 2020
Boise, ID 83701
(208) 429-9596

Oaas Laney, LLC
PO Box 2020
Boise, ID 83701
(208) 429-9596

DG Southfork, LP
82 E. State St., Ste. C
Eagle, ID 83616
(208) 938-4990

Barnes Ventures, Inc.
5983 W. State St., Ste. D
Boise, ID 83703

Portions of sections 35, T. 9 N., R. 4 E., B.M.,
Boise County, Idaho



Southfork Landing
Vicinity Map

File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 1 of 12

**PLAN
VIEW**



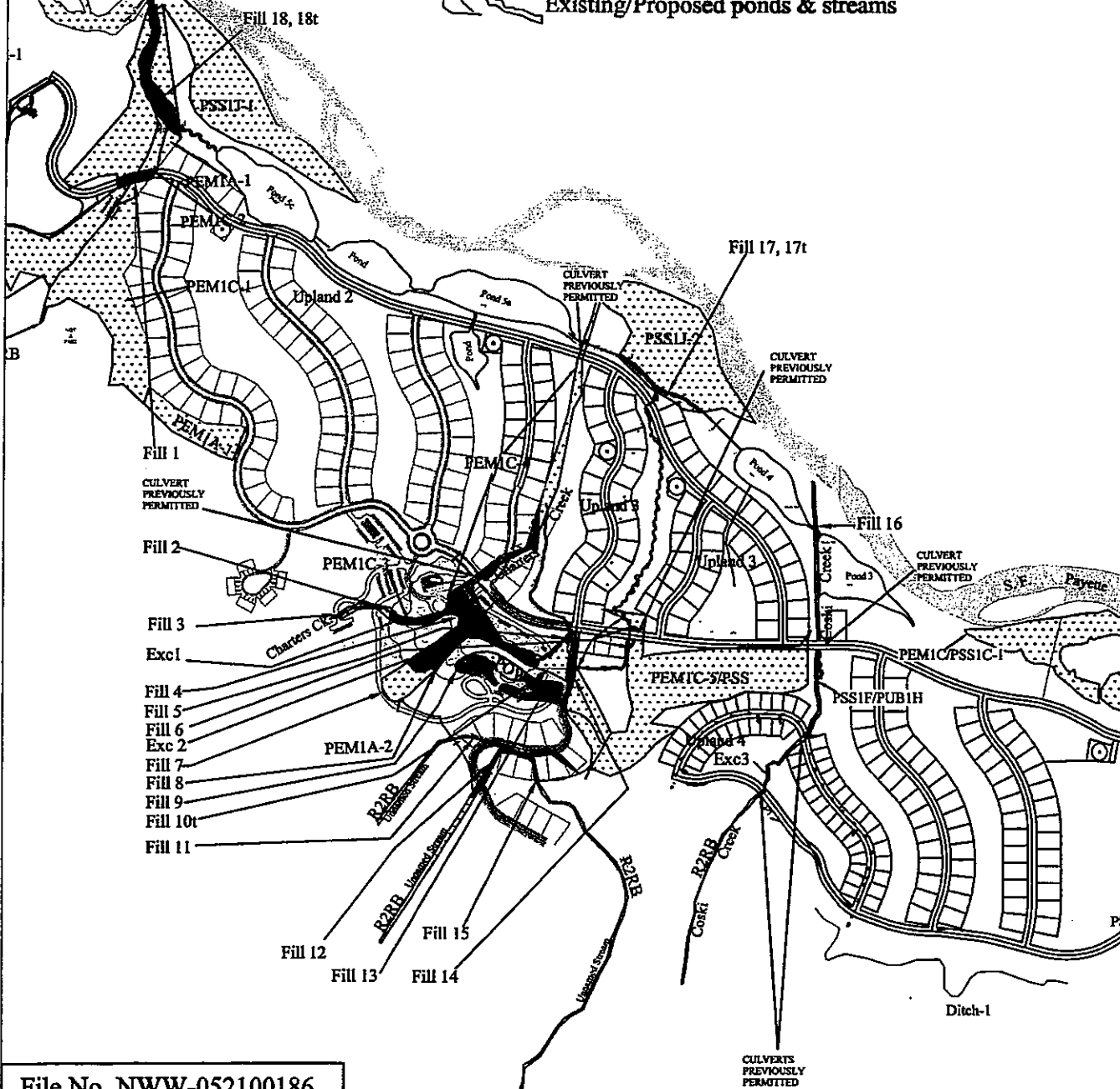
PSIJ-2
Ex

Fill	Proposed Fill
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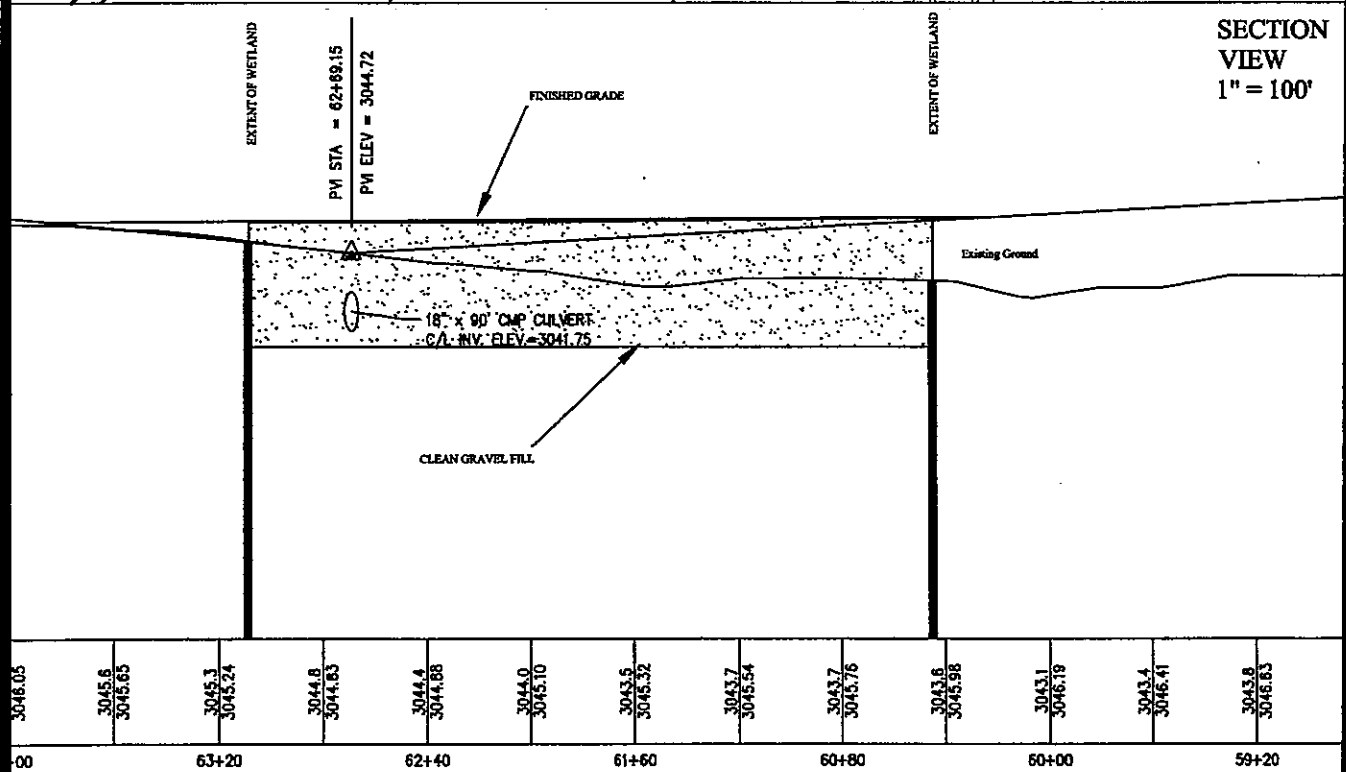
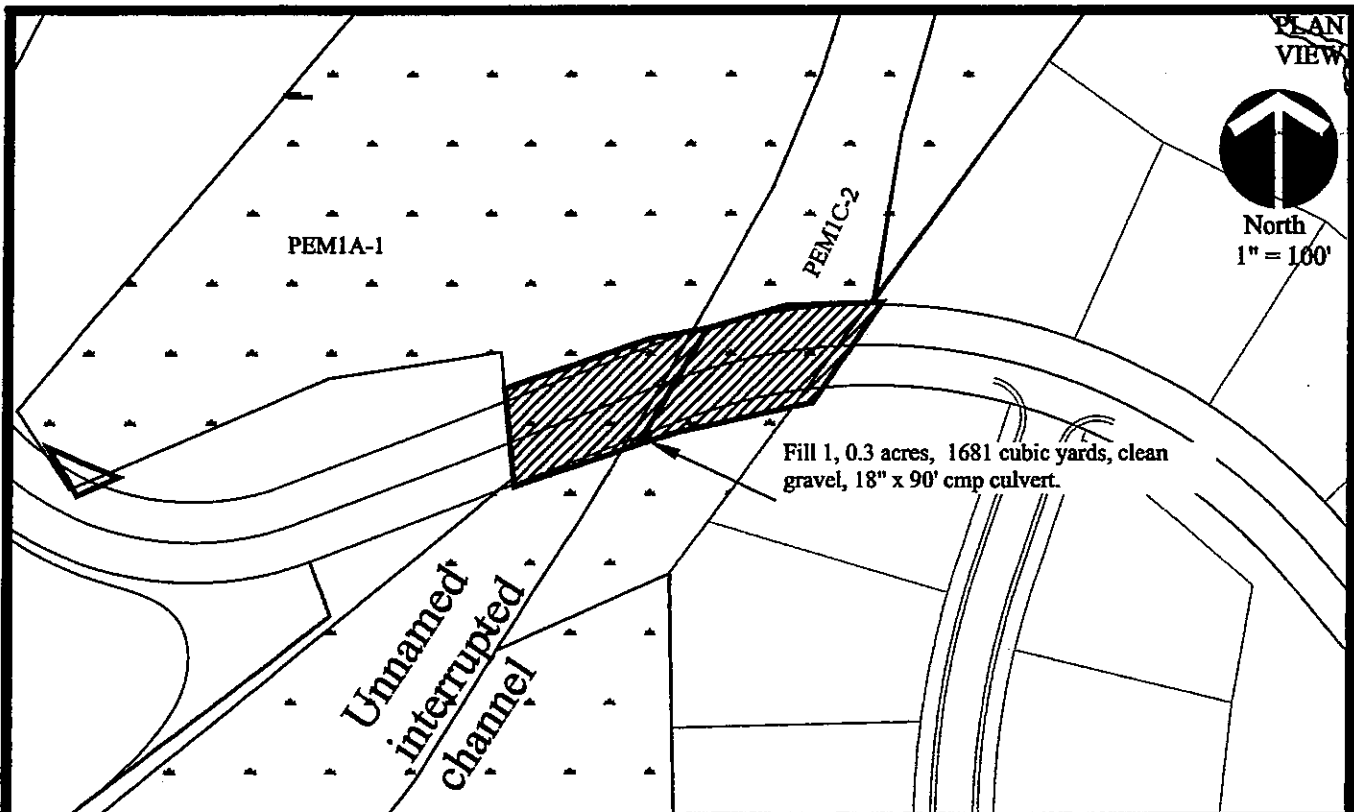
Fill 18(t) Temporary Fill

Exc-1 Existing wetland proposed for excavation

Existing/Proposed ponds & streams



File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 2 of 12



Legend

Existing wetland Fill

File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 3 of 12



North
1" = 60'

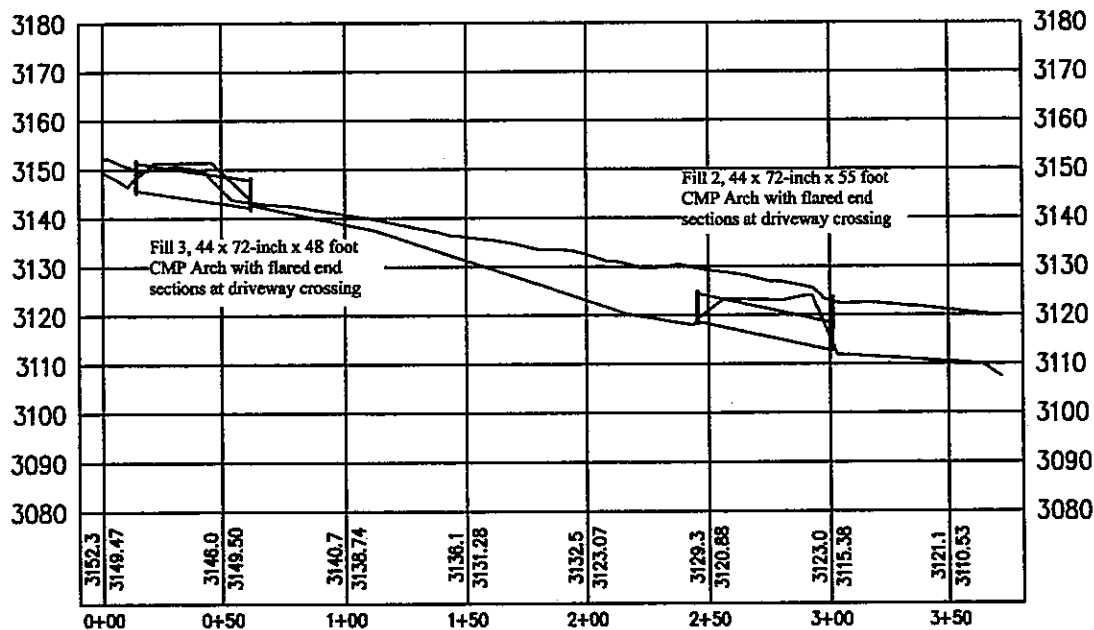
Fill 2. 0.02 acres, 90 cy,
CMP Arch Culvert, clean
gravel.

Fill 3. 0.01 acres, 65 cy,
CMP Arch Culvert, clean
gravel.

Exc 1, 0.10
acres, 2447 cy.

PLAN
VIEW

CHARTERS CREEK PROFILE



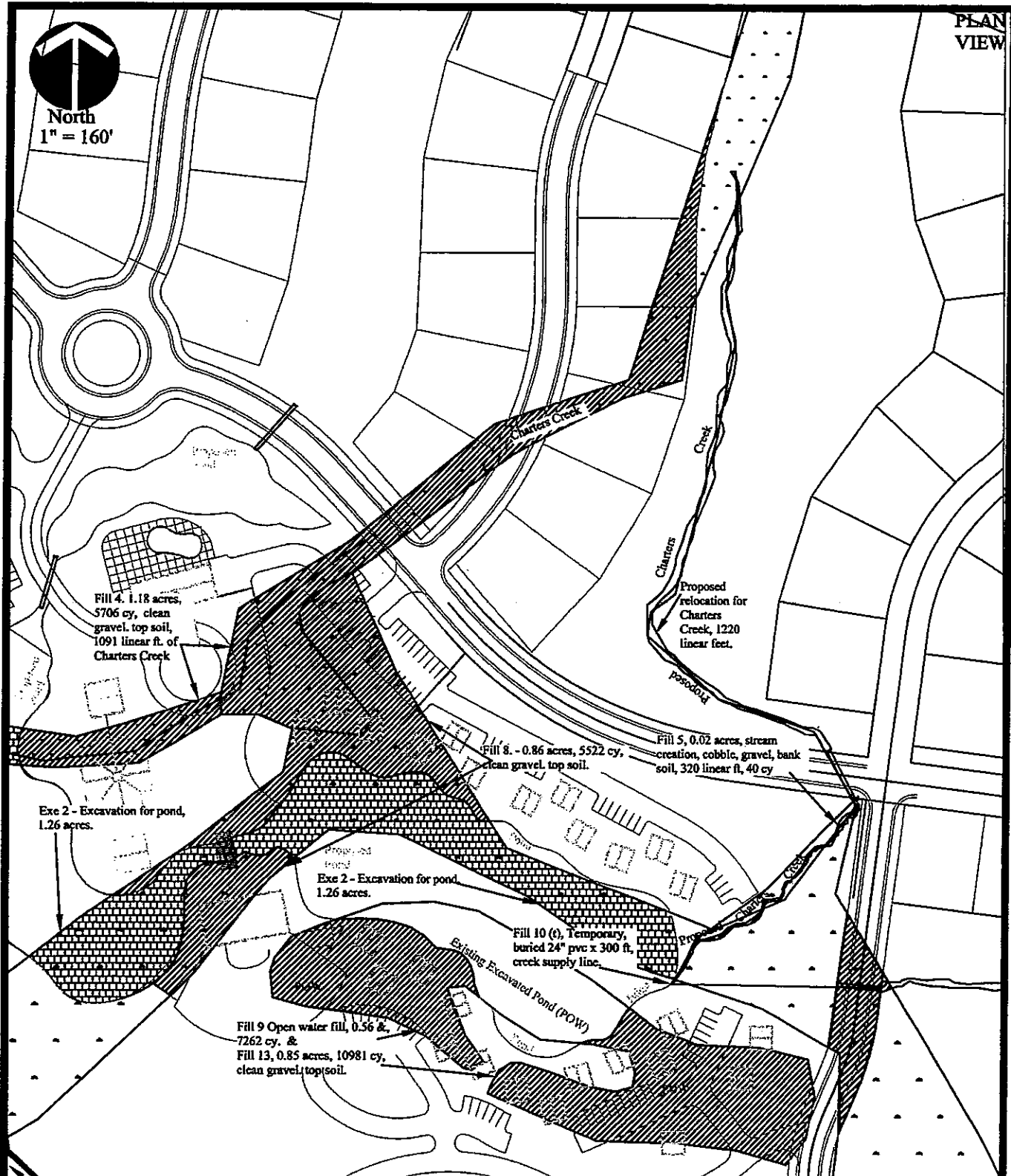
Legend

- Existing wetland Fill1 Proposed Fill
 Exc-1 Existing wetland proposed for excavation
 Proposed ponds/streams

File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 4 of 12



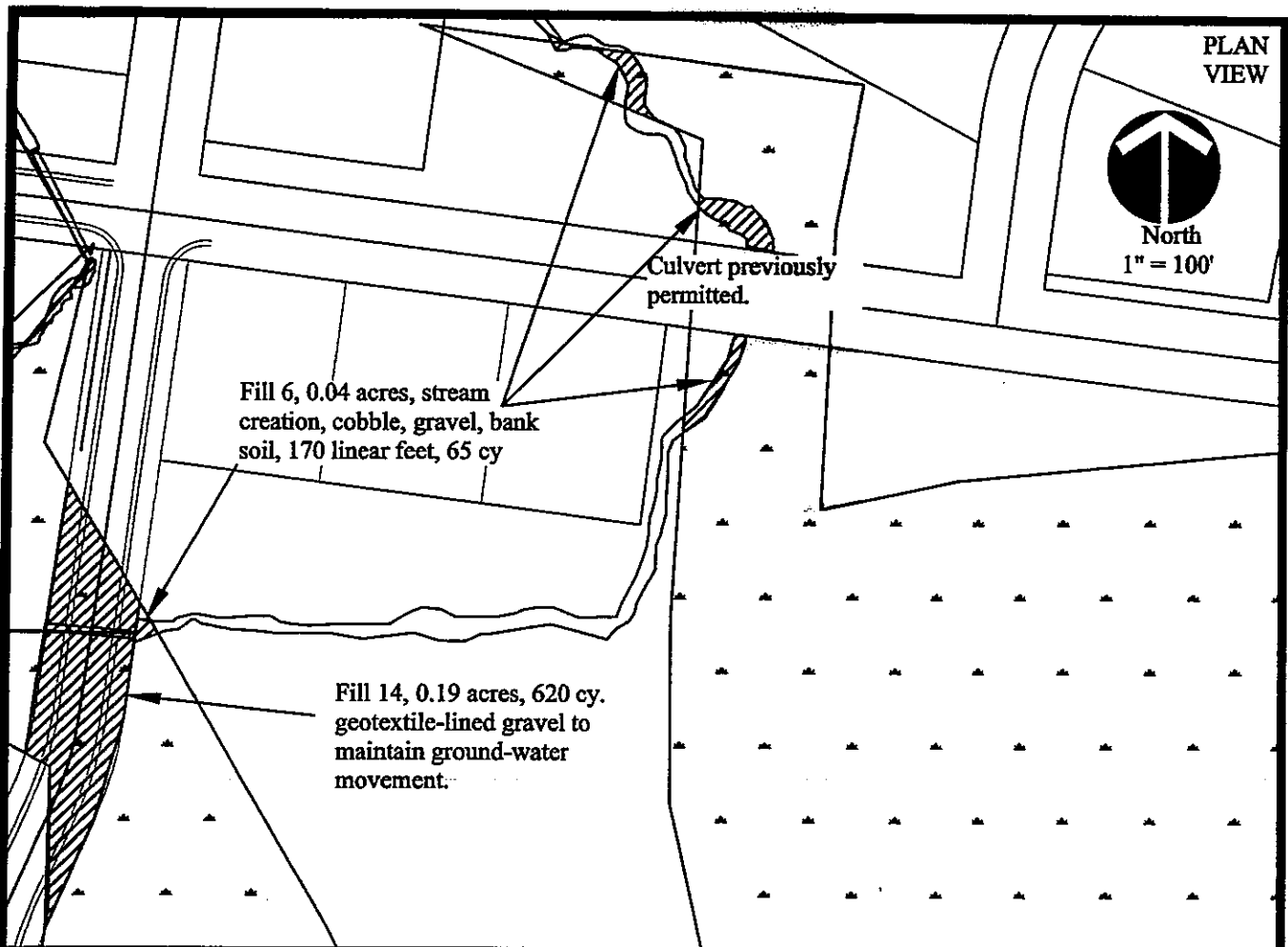
North
1" = 160'



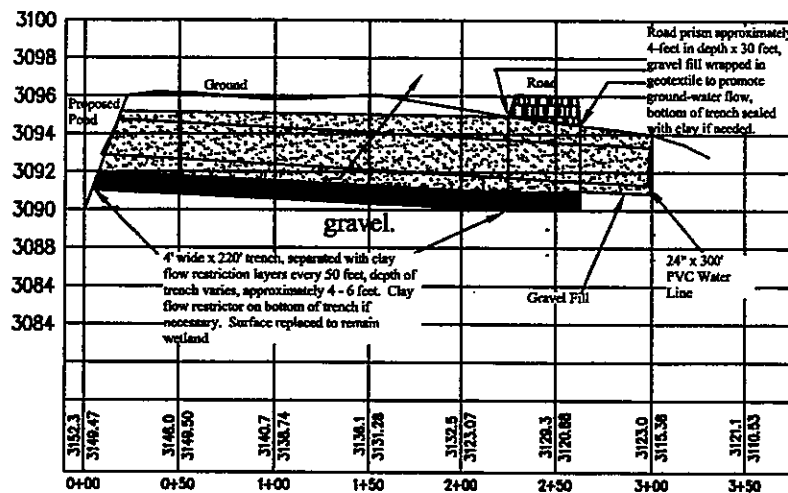
Legend

- Existing wetland
- Fill Proposed Fill
- Exe-1 Existing wetland proposed for excavation
- Proposed ponds/streams

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Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 5 of 12



Creek Supply profile



SECTION VIEW
1" = 50'

Existing wetland Proposed Fill

Proposed ponds/streams

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South Fork Payette River
Boise Co., Idaho
Sheet 6 of 12



Proposed ponds/streams

Legend
Existing wetland
Fill Proposed Fill

Fill Proposed Fill

File No. NW-052100186
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South Fork Payette River
Boise Co., Idaho
Sheet 7 of 12

Fill 7 - 0.01 acres, 87 cy, clean gravel.

Drainage water dispersed to wetland

24-inch x 50 foot culvert

Fill 1, 295 linear feet, 0.07 acres, clean gravel, 237 cy.

Fill 12, 812 linear feet, 0.38 acres, clean gravel, 1218 cy.

Fill 15, 191 linear feet, 0.06 acres, clean gravel, 209 cy.

Drainage relocated, drains to wetland, 333 linear ft.

Drainage water dispersed to wetland

Unnamed Stream

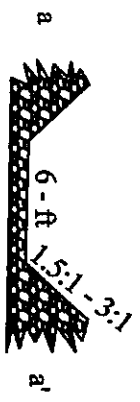
Unnamed Stream

NORTH

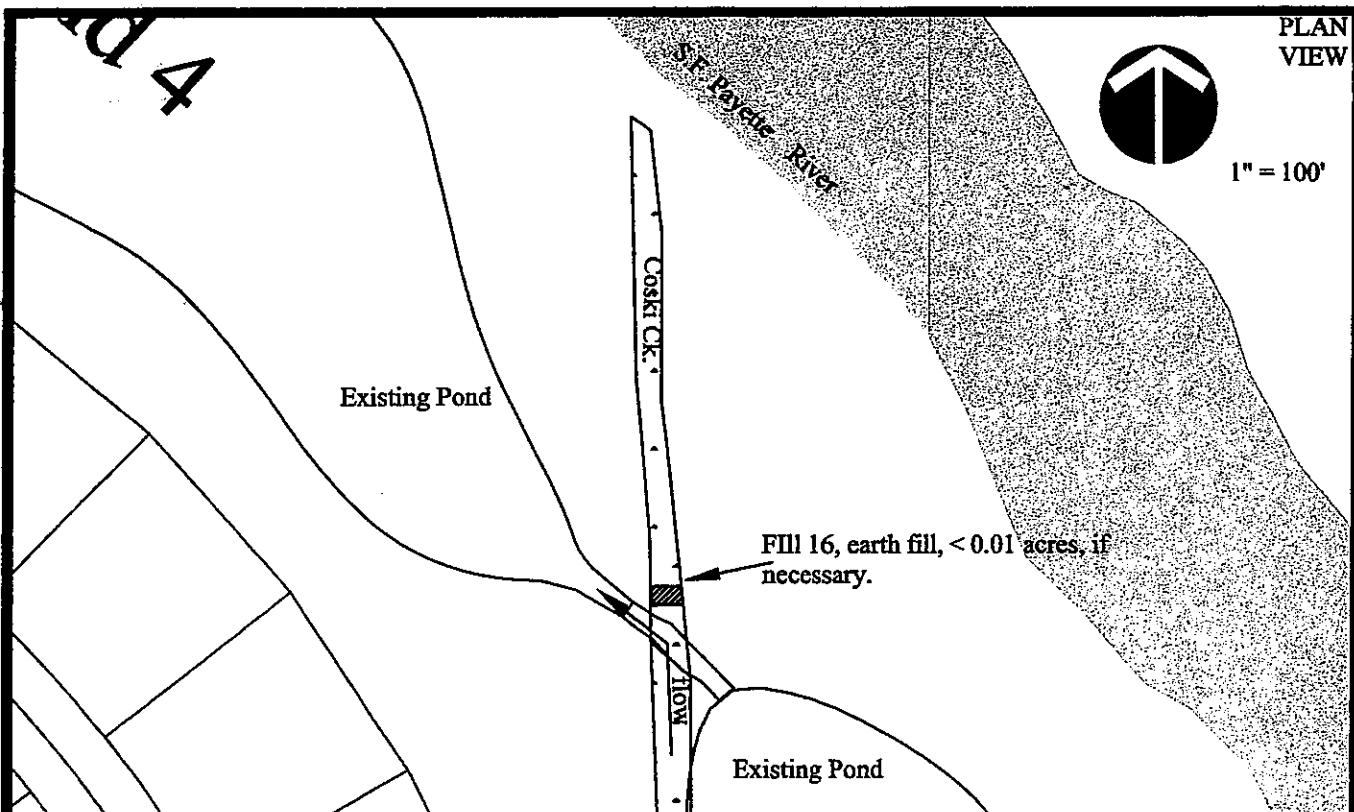
1" = 100'



Typical Drainage Cross Section



Total channel fill = 1240 linear ft.
Total replacement drainage = 1108 linear ft.

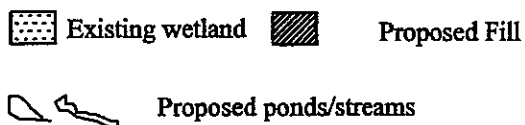
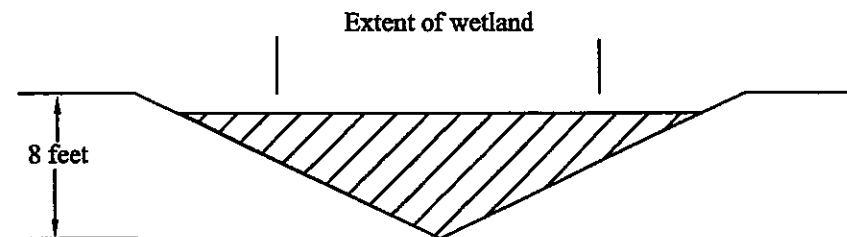


The use of a control will be determined after discussions with Idaho Fish and Game and Idaho Department of Water Resources.

SECTION VIEW

1" = 10'

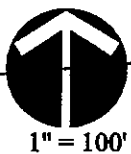
Fill material will be clean earth fill, gravel, geotextile, clay and riprap.



File No. NWW-052100186
 Dynamis Group, LP
 South Fork Payette River
 Boise Co., Idaho
 Sheet 8 of 12

PLAN
VIEW

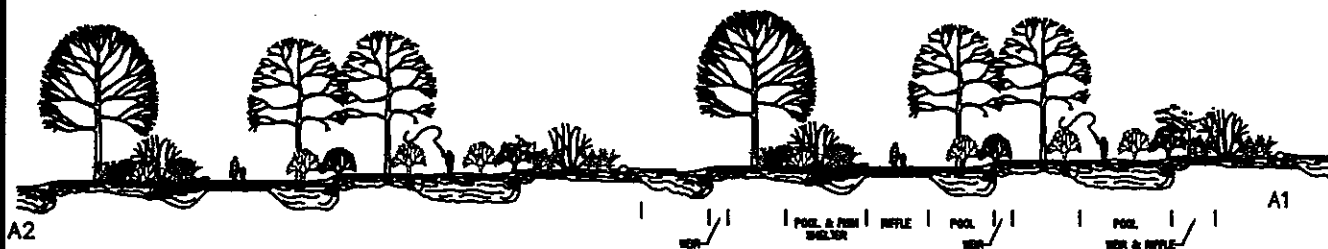
Fill 17, 0.03 acres,
1040 linear ft., cobble,
gravel, woody debris
for creek,
Fill 17t, 0.27 acres,
vegetation material
existing soil for
adjacent floodplain.



1" = 50'

Trees & shrubs in existing wetland zone are not dense
and are currently regenerating due to grazing removal.
Creek would be located to avoid disturbing shrubs
wherever possible. Banks of the creek would be
planted with native pole stock taken from the site.

The grade through this zone would be approximately 0.3 percent and would
steepen to as much as 0.7 percent between A2 and pond 5a.



TYPICAL MITIGATION PROFILE VIEW

- Fill 18t Proposed Temporary Fill
- Existing wetland
- Fill 18 Proposed Fill
- Proposed ponds/streams

File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 9 of 12



Existing wetland

Proposed ponds/streams



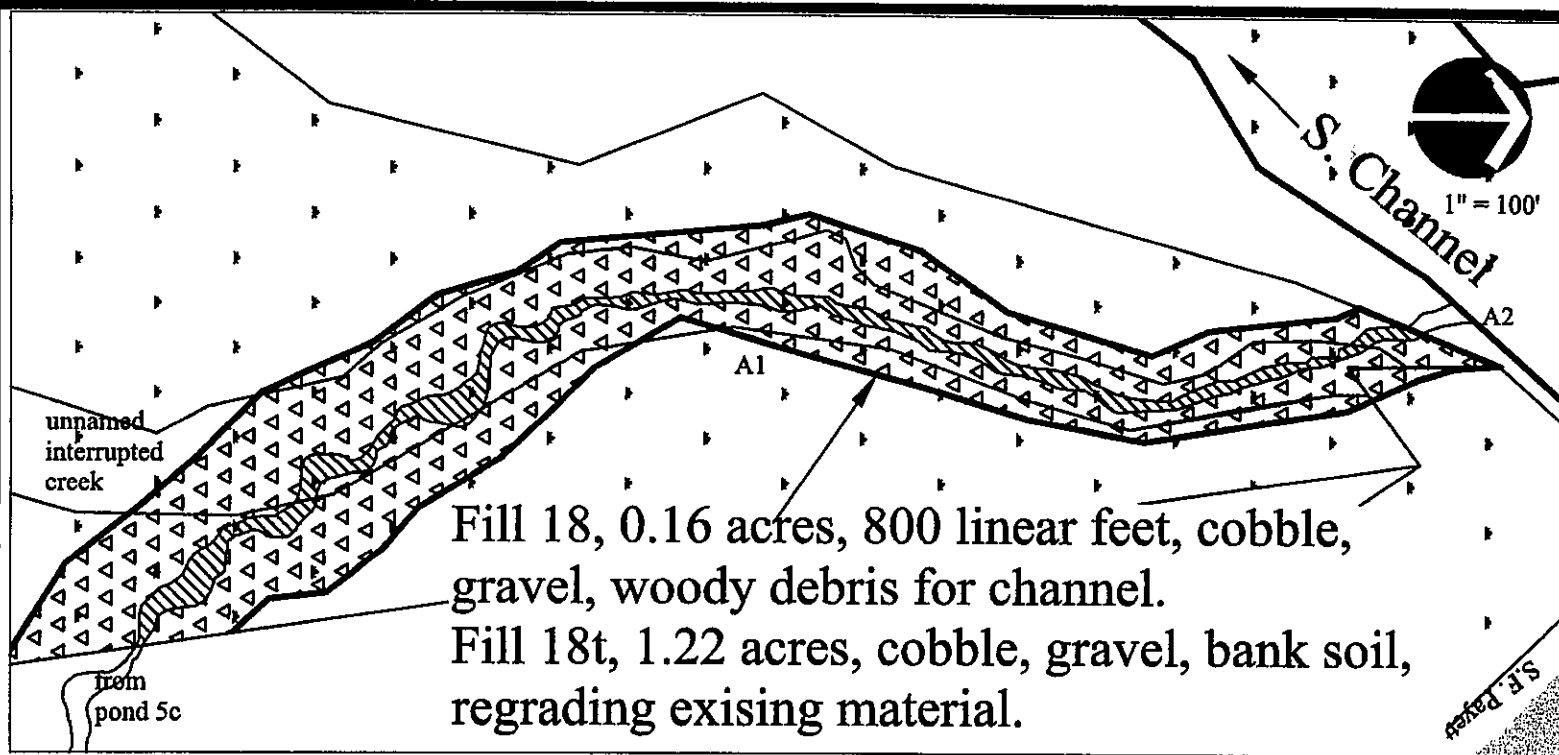
Fill 19t

Proposed Temporary Fill



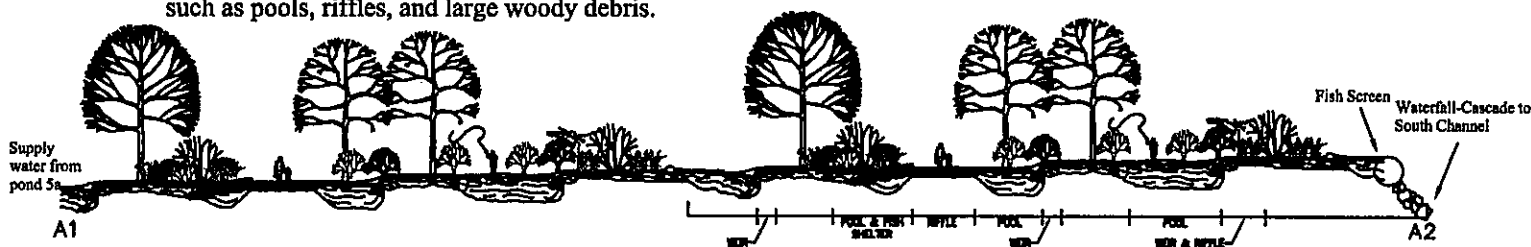
Fill 19

Proposed Fill



Existing channel lacks woody shrub cover due to historic grazing. Native shrub poles would be transplanted from nearby stock. Creek would be constructed using gravel, cobble, bank soil, and vegetation. In-stream fishery habitat features would be added such as pools, riffles, and large woody debris.

Average gradient of creek is 0.4 percent



TYPICAL MITIGATION PROFILE VIEW

SECTION
VIEW

1" = 50'

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Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 10 of 12

Proposed Mitigation

PLAN
VIEW

LEGEND



PSS11-2
Existing wetland



400 feet



Existing/Proposed ponds & streams



404 Permit Mitigation Site, Supplement 1,
(Previously Permitted)



404 Permit Mitigation Site, Supplement 2

Mitigation Site 2-3,
Supplement 2,
2.00 acres

Mitigation Site 2-5,
Supplement 2,
2.45 acres

Mitigation Site 2-4,
Supplement 2
1.34 acres

Mitigation Site 2-1,
Supplement 2,
1.56 acres, to replace
Mitigation Site 1

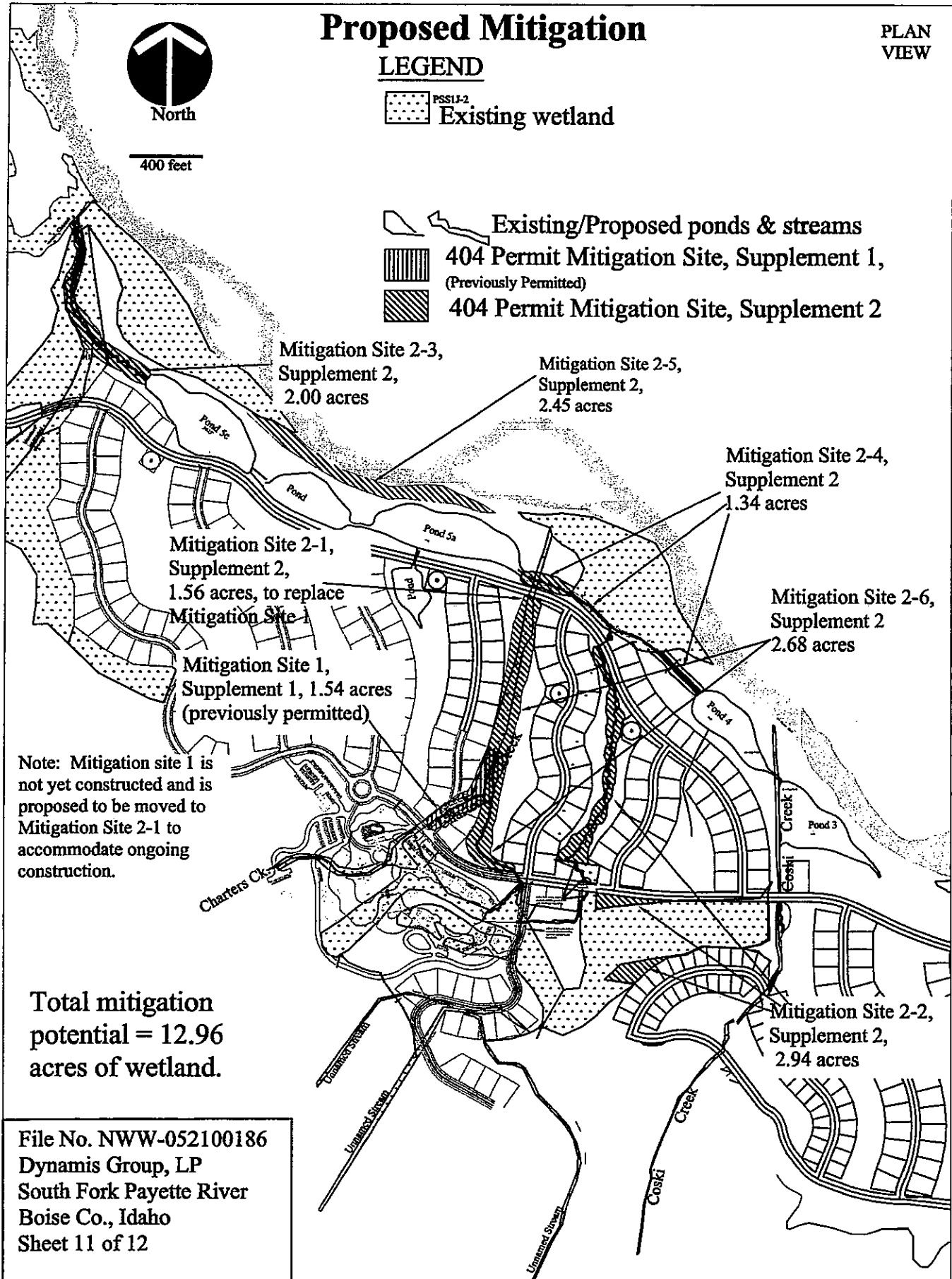
Mitigation Site 1,
Supplement 1, 1.54 acres
(previously permitted)

Mitigation Site 2-6,
Supplement 2
2.68 acres

Note: Mitigation site 1 is
not yet constructed and is
proposed to be moved to
Mitigation Site 2-1 to
accommodate ongoing
construction.

Total mitigation
potential = 12.96
acres of wetland.

File No. NWW-052100186
Dynamis Group, LP
South Fork Payette River
Boise Co., Idaho
Sheet 11 of 12



Education

M.S., Civil Engineering
University of Idaho

B.S., General Engineering
Idaho State University

Professional Certification

Professional Engineer
Idaho No. 7914, 1995

Certified Water Right Examiner
Idaho No. 9-133

Areas of Expertise

- Water rights
 - investigations and analysis
 - permits and transfers
 - marketing and acquisitions
- Water resource investigations
- Water well design
- Surface water modeling
- Flow measurement
- Pumping efficiency evaluations

Experience Summary

Mr. King has over 18 years of professional and academic experience in water resources engineering. He is currently a Supervising Engineer with SPF Water Engineering, LLC and specializes in water right issues, water flow measurement, pumping system design, water well design, and geographic information systems (GIS). Prior work includes 14 years experience in a broad variety of Idaho Department of Water Resources' (IDWR) programs including water rights adjudication, water rights administration, safety of dams, and energy efficiency. He also has recent experience developing surface water models and providing consulting engineering services while employed at DHI, Inc, formerly known as the Danish Hydraulic Institute.

SPF Water Engineering, LLC – 2005 to present

Mr. King is currently a Supervising Engineer with SPF Water Engineering, LLC. SPF was founded in March 2004 to provide hydrologic characterization, water resource development, and public water system design and regulatory compliance. Mr. King provides consulting services on water rights issues, pump design, irrigation system evaluation, surface water hydrology, surface water modeling, and river hydraulics. His recent project experience includes the following:

- Water right permit and transfer applications
- Water right investigations
- Water right acquisitions and sales
- Water right beneficial use field examinations
- Adjudication claim preparation and support
- Stream flow measurement and monitoring
- Well design including designs to municipal public drinking water supply standards
- Well capacity determination
- Pumping system design

DHI, INC – 2004 to 2005

Mr. King worked as a senior project engineer responsible for development of various surface water models. Project experience includes the following:

Modeling – MIKE 11. Developed hydrodynamic 1-D MIKE 11 model of the Little Claggett Creek storm water drainage system, a part of Marion

County's East Salem Service District, Oregon. Produced flood maps for SCS Type 1A design storms and for the February 1996 flood event. This model includes 8.5 km of stream in two branches, over 100 cross-sections extracted from a 2 ft vertical resolution DEM, and 23 culverts with corresponding broad-crested weirs representing roadways over culvert crossings. Inflow boundary conditions are represented by 21 catchments contributing point-source and distributed inflows simulated in MIKE 11's rainfall / runoff module.

Modeling – MIKE BASIN. Project lead on MIKE BASIN surface water distribution models developed for the Idaho Department of Water Resources. These models are used by IDWR for three primary purposes: flow enhancement tools to address flow-limited stream reaches; decision making tools to assist in selecting effective mitigation and restoration projects; and communication tools for educating decision makers and stimulating discussion among stakeholders. Developed systems include the Pahsimeroi River and East Fork Salmon River, and experiences with Lemhi River and Stanley Basin models. These models operate on a daily time step and represent the water distribution system within the basins including the stream networks, points of diversion, places of use, and locations of return flow. Time series information includes records of stream gaging, diversion measurements, precipitation, and evapotranspiration. Provided training to IDWR staff, contractors, and watermasters on the operation of MIKE BASIN through a series of hands-on sessions. Presented proposals to local waterusers and stakeholders for new model applications in Morgan Creek and Carmen Creek.

Modeling – Rainfall / Runoff. Developed lumped conceptual rain/snow/runoff models of the Stanley and East Fork Salmon River Basins for the Idaho Department of Water Resources using DHI's lumped conceptual rainfall/runoff module. The developed models are used to supply tributary inflow boundary conditions to the East Fork Salmon River and Stanley Basin MIKE BASIN models.

Developed rainfall/runoff models of 21 catchments supplying inflow boundary conditions for the Little Claggett Creek MIKE 11 model described above. Rainfall/runoff is simulated using DHI's URBAN module. Four storm events are modeled including the February 1996 observed event and SCS Type-1A 2-, 10-, and 50-year design storms.

Idaho Department of Water Resources – 1990 to 2004

During 14 years with the Idaho Department of Water Resources, Mr. King held four different positions and gained experience in a wide range of IDWR activities. These positions included Technical Engineer in the Adjudication Bureau, and Staff Engineer positions in the Water Distribution Section, in Western Region's Safety of Dams unit, and in the Energy Division. Relevant experience includes the following:

Program Management

Managed Western Region's Safety of Dams program. Inspected dams and made recommendations for maintenance and operation to improve safety

and meet state standards. Issued storage certificates and authorizations to fill.

Lead technical consultant in statewide water measurement program. Defined water measurement standards and implemented a program for measuring and reporting ground-water withdrawals. Coordinated field work performed by department staff and various measuring districts. Inspected contractor projects for adequacy and compliance with department standards. Designed and managed water measurement databases.

Water Rights

Reviewed complex water right claims and prepared water right recommendations for the Director's Report to the Snake River Basin Adjudication court. Provided technical analysis and recommendations for nonstandard water right claims, such as claims for diversion rates exceeding the standard allocation, and for claims to the use of water outside of the standard seasons of use.

Provided training and direction to new employees, water districts, water measurement districts, groundwater districts, and private consultants on water rights, water measurement programs, and adjudication procedures.

Worked with water users and their legal representatives on various water right enforcement issues, including excessive and illegal water diversions.

Experienced with all aspects of IDWR regional office operations including water rights, transfers, well drilling, adjudication, water district operation, violations, enforcement, and customer complaints.

Irrigation and Pumping Systems

Performed pumping system evaluations including determinations of municipal, industrial, and agricultural pumping plant efficiencies and recommended measures for improved efficiency and reduced operating costs. Provided recommendations and designs for conversions to low-pressure irrigation systems for reduced operating costs and improved yields.

Technical Expert to Snake River Basin Adjudication (SRBA) Court

Provided technical engineering support to department staff in the ongoing SRBA.

Designated as department expert to the SRBA court regarding irrigation requirements, evapotranspiration, and crop water requirements, and how this information is utilized for preparing recommendations.

Public Relations

Presentations at public meetings to explain laws and regulations relating to water measurement and water appropriation.

Provided conflict resolution support for several water related disputes.

Trained IDWR employees, state Watermasters and Hydrographers, contractors, and consultants on water measurement standards, equipment, practices, and procedures through regular training sessions and individual assistance.

Guest lecturer in 1996 and 1998 for College of Southern Idaho's Water Measurement course, and in 1998 for Boise State University's Water Measurement lab.

Presented *Selection and Installation of Pipe Flow Water Measurement Devices* at the 1997 Idaho Irrigation Equipment Show and Exhibition, Shilo Inn, Idaho Falls, January 8-9.

Technical

Developed and proposed to department administration and to the general public technically sound methods of using power records for estimation of pumped water diversions.

Determined acceptability and provided professional opinions for numerous non-standard water measurement methods and devices proposed to IDWR by engineering consultants and water users.

Determined conveyance capacity of pumps, diversions, pipelines, open channels, turbines, etc.

Led IDWR efforts to utilize global positioning systems (GPS). Developed standards for use, trained staff and consultants, and integrated GPS data collection into GIS work.

Report Development

Authored various reports including annual reports of ground water diversions, reports to individual water users, flowmeter accuracy reports, and various other reports relating to water measurement.

Co-author of *Eastern Snake Plain Aquifer Water Measurement Program, A Summary of Measurement Activity & Results from Basin 36 Project Area, 1995-1996 and a Review of Program Expansion in 1997*, IDWR, May 1998.

University of Idaho – 1999 to 2002

Masters of Science in Civil Engineering Thesis: The Effective Discharge Concept in Gravel Bed Stream Restoration: The Twelve Mile Reach of the Salmon River at Challis, Idaho.

Determined channel effective discharge based on sediment transport measurements and flow records. Compared effective discharge to bankfull discharge and stated implications of findings in regards to channel restoration. Completed hydraulic, hydrologic, and geomorphologic characteristics of the study reach. Presented findings and recommendations to technical groups and local property owners.

Developed hydrodynamic pseudo 2-D MIKE 11 model of the Twelve Mile

Reach, Salmon River, near Challis, ID. Produced animated flood maps of primary flooding events from 1974 (100-yr), 1996, and 1997. This model includes 27-km of mainstem river including braided sections and split flows. Over-bank discharge into Hannah Slough and across One-Mile Island is represented by link-channels. The model includes 68 surveyed cross-sections and utilizes a 2-ft interval contour map for flood mapping.

Number	Basis	Priority Date	Maximum Diversion Rate (cfs)	Water Uses	Acres	Volume Limit (AFA)	Season of Use	Source	Owner
65-5633	Decreed	4/1/1900	5.27	Irrigation	216	-	4/1-11/1	Alder, Charters, and Coski Creeks	Eagle Springs Ranch LLC
65-5634	Decreed	4/1/1900	0.02	Domestic (one home)	-	1.2 AFA, 13,000 gpd	1/1-12/31	Charters Creek	Eagle Springs Ranch LLC
65-5695	Decreed	4/1/1966	0.04	Domestic (one home)	-	1.2 AFA, 13,000 gpd	1/1-12/31	Ground Water	Eagle Springs Ranch LLC
65-5696	Decreed	4/1/1966	0.04	Irrigation	3	-	4/1-11/1	Alder and Coski Creeks	Eagle Springs Ranch LLC
65-13399	Permit	7/6/1992	3	Irrigation	200	-	4/15-10/15	South Fork Payette River	Eagle Springs Ranch LLC
65-13559	Permit	9/29/1994	0.2	Irrigation	10	-	3/15-11/15	Unnamed Stream	Eagle Springs Ranch LLC
65-23089	Permit	10/6/2006	2	Municipal	yes	-	1/1-12/31	Ground Water	Eagle Springs Ranch LLC
65-23105	Application	11/15/2006	12	Div to Storage, Recreation, Aesthetic	-	562	1/1-12/31	Alder Cr, Charters Cr, Coski Cr, Ground Water, South Fork Payette River, Unnamed Stream.	Eagle Springs Ranch LLC
				Recreation & Aesthetic Storage, Aesthetic from Storage					
65-23239	Application	11/23/2007	12	Recreation, Aesthetic	-	-	1/1-12/31	South Fork Payette River	Eagle Springs Ranch LLC
Number	Basis	Priority Date	Maximum Diversion Rate (cfs)	Water Uses	Acres	Volume Limit (AFA)	Season of Use	Source	Owner
65-8650	Decreed	6/1/1969	0.02	Div to Storage	-	0.5	1/1-12/31	Alder Creek	Barnes Ventures Inc
				Stockwater, Wildlife, Fish Propagation, Recreation Storage; Stockwater & Wildlife from Storage					
65-8651	Decreed	6/1/1900	0.04	Domestic (one home)	-	1.2 AFA, 13,000 gpd	1/1-12/31	Ground Water	Barnes Ventures Inc
65-8850	Decreed	4/1/1900	2.51	Irrigation	103	-	4/1-11/1	Alder Creek	Barnes Ventures Inc max 2.57 cfs Combined Use Limits with 65-11324
			0.06	Stockwater		3.29	1/1-12/31		
65-11324	Decreed	9/3/1966	2.2	Irrigation	110	-	4/1-11/1	South Fork Payette River	Barnes Ventures Inc Max 2.2 cfs Combined Use Limits with 65-11324
			0.05	Stockwater		2.7	1/1-12/31		

Current	Number	Basis	Priority Date	Maximum Diversion Rate (cfs)	Water Uses	Acres	Volume Limit (AFA)	Season of Use	Source	Owner
	65-5633	Decreed	4/1/1900	5.27	Irrigation	216	-	4/1-11/1	Alder, Charters, and Coski Creeks	Eagle Springs Ranch LLC
	65-5696	Decreed	4/1/1966	0.04	Irrigation	3	-	4/1-11/1	Alder and Coski Creeks	Eagle Springs Ranch LLC
	65-8850	Decreed	4/1/1900	2.51	Irrigation	103	-	4/1-11/1	Alder Creek	Barnes Ventures Inc
				0.06	Stockwater		3.29	1/1-12/31		
	65-11324	Decreed	9/3/1966	2.2	Irrigation	110	-	4/1-11/1	South Fork Payette River	Barnes Ventures Inc
				0.05	Stockwater		2.7	1/1-12/31		

Proposed for Transfer	Number	Basis	Priority Date	Maximum Diversion Rate (cfs)	Water Uses	Acres	Volume Limit (AFA)	Season of Use	Source	Owner
	65-5633	Decreed	4/1/1900	4.64	Irrigation	190	-	4/1-11/1	Alder, Charters, and Coski Creeks	Eagle Springs Ranch LLC
				0.63	Aesthetic	26		4/1-11/1		
	65-5696	Decreed	4/1/1966	0.04	Irrigation	3	-	4/1-11/1	Alder and Coski Creeks	Eagle Springs Ranch LLC
	65-8850	Decreed	4/1/1900	2.19	Irrigation	90	-	4/1-11/1	Alder Creek	Barnes Ventures Inc
				0.06	Stockwater		3.29	1/1 - 12/31		
				0.32	Aesthetic	13	-	4/1-11/1		
	65-11324	Decreed	9/3/1966	1.94	Irrigation	97	-	4/1-11/1	South Fork Payette River	Barnes Ventures Inc
				0.05	Stockwater		2.7	1/1-12/31		
				0.26	Aesthetic	13	-	4/1-11/1		

Project Ponds
Area, Depth, Volume, Owner
December 2, 2008

Pond Name	Location	Acres	Depth	AF	Owner
1	09N 04E 35 SWSW	0.9	20	14.5	Barnes Ventures Inc
2	09N 04E 35 NWSW	2.1	20	33.4	Barnes Ventures Inc
3	09N 04E 35 SWNW	2.8	20	43.7	Barnes Ventures Inc
11	09N 04E 35 SESW	3.5	20	55.3	Barnes Ventures Inc
12	09N 04E 35 NESW	0.6	20	10.1	Barnes Ventures Inc
14	09N 04E 35 SWSE	0.3	20	4.3	Barnes Ventures Inc
15	09N 04E 35 NESW	0.9	20	13.7	Barnes Ventures Inc
16	09N 04E 35 NESW	0.5	20	8.6	Barnes Ventures Inc
17	09N 04E 35 NWSE	0.6	20	7.9	Barnes Ventures Inc
4	09N 04E 34 SENE	2.4	20	38.4	Eagle Springs Ranch
6	09N 04E 34 SENE	1.4	20	22.1	Eagle Springs Ranch
8	09N 04E 34 NESE	1.5	20	23.2	Eagle Springs Ranch
9A	09N 04E 34 SWNE	0.6	20	9.2	Eagle Springs Ranch
9B	09N 04E 34 SWNE	1.7	20	26.4	Eagle Springs Ranch
9C	09N 04E 34 SWNE	2.4	20	37.8	Eagle Springs Ranch
10	09N 04E 34 NWNE	1.1	20	17.0	Eagle Springs Ranch
5A	09N 04E 34 NWNE	4.7	20	73.7	Eagle Springs Ranch
5B	09N 04E 34 NWNE	3.4	20	53.2	Eagle Springs Ranch
5C	09N 04E 27 SESW	4.4	20	69.4	Eagle Springs Ranch
18	09N 04E 34 NWSE	0.6	20	9.5	Eagle Springs Ranch
19	09N 04E 34 SWNE	0.6	20	8.8	Eagle Springs Ranch
Total Ponds		36.7		562	
	Streams in Section 35	0.83			Barnes Ventures Inc
	Streams in Sections 27, 34	1.20			Eagle Springs Ranch
Grand Total		38.7			

Eagle Springs Ranch LLC Permit Application Nos. 65-23105 65-23239
Eagle Springs Ranch LLC / Barnes Ventures Inc Transfer Application No. 73787

Stream Name	Length (ft)	Average Width (ft)	Surface Area (ft ²)	Acres	Owner
I	1195	3.0	3585	0.08	Barnes Ventures Inc
II	651	3.0	1953	0.04	Barnes Ventures Inc
III	2433	4.0	9732	0.22	Barnes Ventures Inc
IV	394	3.0	1182	0.03	Eagle Springs Ranch
V	2410	3.0	7230	0.17	Eagle Springs Ranch
VI	2045	3.0	6135	0.14	Eagle Springs Ranch
VII	1148	3.0	3444	0.08	Eagle Springs Ranch
VIII	1071	3.0	3213	0.07	Eagle Springs Ranch
IX	2002	3.0	6006	0.14	Eagle Springs Ranch
X	1274	10.0	12740	0.29	Barnes Ventures Inc
XI	438	10.0	4380	0.10	Barnes Ventures Inc
XII	355	10.0	3550	0.08	Barnes Ventures Inc
XIII	627	15.0	9405	0.22	Eagle Springs Ranch
XIV	566	15.0	8490	0.19	Eagle Springs Ranch
XV	125	15.0	1875	0.04	Eagle Springs Ranch
XVI	100	15.0	1500	0.03	Eagle Springs Ranch
XVII	989	4.0	3956	0.09	Eagle Springs Ranch
Total	17823		88376	2.03	

Eagle Springs Ranch LLC Permit Application Nos. 65-23105 65-23239
Eagle Springs Ranch LLC / Barnes Ventures Inc Transfer Application No. 73787

PEAK CONSUMPTIVE RATE WATER BUDGET			
Pre-Transfer	Eagle Springs Ranch	Barnes Ventures	Total
irrigated acres	219	110	329
total cfs	5.31	2.51	7.82
field headgate cfs	5.31	2.2	7.51
peak cu factor (in/day)	0.22	0.22	
peak cu (acre-feet/day)	4.08	2.05	6.13
peak cu (cfs)	2.06	1.03	3.09
Post-Transfer	Eagle Springs Ranch	Barnes Ventures	Total
irrigated acres (turf)	104	50	154
irrigated acres (pasture)	89	47	136
pond acres	26	13	39
irrig & pond acres	219	110	329
irrig field headgate (cfs)	4.68	1.94	6.62
pond field headgate (cfs)	0.63	0.26	0.89
irrig & pond field headgate (cfs)	5.31	2.20	7.51
peak cu factor, turf irrigation (in/day)	0.24	0.24	
peak cu factor, pasture irrigation (in/day)	0.20	0.20	
peak cu factor, ponds (in/day)	0.17	0.17	
peak cu, turf (acre-feet/day)	2.07	0.99	3.06
peak cu, pasture (acre-feet/day)	1.48	0.78	2.27
peak cu, ponds (acre-feet/day)	0.36	0.18	0.54
total peak cu (acre-feet/day)	3.91	1.96	5.87
peak cu, turf irrigation (cfs)	1.04	0.50	1.54
peak cu, pasture irrigation (cfs)	0.75	0.39	1.14
peak cu, ponds (cfs)	0.18	0.09	0.27
total irrig & ponds peak cu (cfs)	1.97	0.99	2.96

Consumptive use based on ET Idaho (www.kimberly.uidaho.edu/ETIdaho/)

Pre-Transfer irrigation peak CU is grass pasture, average of low (5.08 mm/day) and high (6.27 mm/day) management precipitation deficit (Pdef)

Post-Transfer irrigation peak CU is grass turf (6.06 mm/day) and low management grass pasture (5.08 mm/day).

Peak pond CU water requirement is 4.24 mm/day

Source: Allen, Richard G. and Clarence W. Robison, 2006 (Revised 2007).

Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho.

Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, Moscow, ID.



Eagle Springs Ranch LLC Permit Application Nos. 65-23105 65-23239

Eagle Springs Ranch LLC / Barnes Ventures Inc Transfer Application No. 73787

ET Idaho --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

Please send suggestions for improving this site to robison@kimberly.uidaho.edu Copyright 2007, University of Idaho.

Updated evapotranspiration (ET) and net irrigation requirement (NIR) estimates are available through this site for areas in Idaho. New ET calculation procedures were employed including an updated reference equation (the ASCE standardized Penman-Monteith method) and an updated procedure to calculate crop coefficients that considers the impact of surface wetting by irrigation and precipitation on total evaporation. ET was calculated for daily, monthly, and annual timesteps for 123 weather station locations across Idaho. In addition to ET and NIR estimates for agricultural crops grown in Idaho, ET estimates are available for a number of native plant systems (wetlands, rangelands, and riparian areas) and open water surfaces. The ET and NIR estimates are intended for use in design and management of irrigation systems, for water rights management and consumptive water right transfers, and for hydrologic studies. ET estimates are available for all times during the calendar year to provide information for land application design, operation, and management of waste streams from agriculture, food processing and other sources.

These dynamic web pages allow you to access historical ET data for the State of Idaho at various locations. Currently, the data is based on 112 NWS cooperative weather stations and 16 AgriMet stations through out the state.

***Find and explore the summary data for
stations and land covers:***

Click on this [link](#) to locate stations by
county or

Please select a station from the following
list:

NWS -- Aberdeen Experiment Station	▲
AgriMet -- Aberdeen	
AgriMet -- Afton WY	
NWS -- American Falls 1SW	
NWS -- Anderson Dam	
NWS -- Arbon 2 NW	
NWS -- Arco	
NWS -- Arrow rock Dam	
NWS -- Ashton	
AgriMet -- Ashton	
NWS -- Bayview Model Basin	
NWS -- Blackfoot	
NWS -- Bliss	
NWS -- Boise 7N	
NWS -- Boise WSFO Airport	
NWS -- Bonners Ferry	
NWS -- Brownlee Dam	
NWS -- Bruneau	▼

Submit

Reset

Explore annual and monthly trends in reference evapotranspiration and precipitation for all the *ET_{Idaho}* stations by following the hot links below. Be patient, we are computing trend information each time the page is loaded.

[Annual Trends](#)

[Monthly Trends](#)

A pdf copy of the report submitted to IDWR, *Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho, Research Technical Completion Report* is available for [download here](#).

These estimates for evapotranspiration and precipitation deficit superceed those published by Allen and Brockway (1983). For historical reference, the 1983 estimates can be found at <http://www.kimberly.uidaho.edu/water/appndxe/>

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This work and report were prepared by the University of Idaho Research and Extension Center at Kimberly, Idaho under contract with the Idaho Department of Water Resources. Work was supported by funding from IDWR and the Idaho Agricultural Experiment Station and Idaho Engineering Experiment Station. The authors gratefully acknowledge the long-term evapotranspiration data collection and long-standing advice provided by Dr. James L. Wright, USDA-ARS Kimberly (ret.), the more than two decades of high quality agricultural weather data collection by the U.S. Bureau of Reclamation AgriMet system, and the very long-standing, routine data collection by the hundreds of cooperative weather station volunteers across the state who, for more than one-hundred years, have faithfully observed daily air temperature and precipitation.

The citation for the evapotranspiration data used from this site should be: *Allen, Richard G. and Clarence W. Robison, 2006 (Revised 2007). Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho,*

Research Technical Completion Report, Kimberly Research and Extension Center, University of Idaho, Moscow, ID.

Questions regarding the data should be addressed to Clarence W. Robison or Richard G. Allen, University of Idaho, Kimberly Research and Extension Center, 3793 North 3600 East, Kimberly, ID 83341. Telephone (208)-423-6610

ET *Idaho* — Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Garden Valley RS

Station Type: NWS
NOAA

Station Identifier: 103448

County: Boise

Latitude: 44° 4' North Longitude: 115° 55' West

Elevation: 3150 feet

Start: Aug 1948

Stop: Dec 2004

Years with data: 55

NOAA Station Metadata System Map

Statistical summaries based on 30 years between 1970 to 2004

Wind Characterization from Stanley Ranger Station, ID (KSNT)

Neighboring stations based on Thiessen polygons for NWS Stations

-- Lowman -- Cascade 1 NW -- Ola -- Boise 7 N -- Idaho City --

Remarks:

Special Data Summaries

Alfalfa Reference ET

30 Day Mean
Temperature

Gross Precipitation

Land Covers (crops) with Evapotranspiration Estimates

Managed landcovers (crops) are assumed to be irrigated for this station unless otherwise specified.

Alfalfa - peak (no
cutting effects)

Grass Pasture - low
management

Alfalfa - frequent
cuttings

Grass - Turf (lawns) -
Irrigated

Alfalfa - less frequent
cuttings

Grass - Turf (lawns) -
Rainfed

Grass Hay

Bare Soil

Spring Grain - Irrigated

Spring Grain - Rainfed

Mulched soil, including

Winter Grain - Irrigated

Winter Grain - Rainfed

Grass Pasture - high
management

Dormant Turf (winter
time)

Range Grasses - early
short season

Range Grasses - long
season
Range Grasses -
bromegrass

Sage Brush

Wetlands - large stands

Wetlands - narrow stands

Cottonwoods

Willows

Open water - shallow systems
(ponds, streams)

Open water - deep systems
(lakes, reservoirs)

Open water - small stock
ponds

ASCII flat file datasets for downloading

Daily
Time
Series

Monthly
Time Series

Annual
Time
Series

Statistical
Summaries

All
datasets

*Generate and download a time series spreadsheet for specific landcover(s)
represented at this location*

Use ctrl
and/or shift to
select
multiple
landcovers.
However,
only the first
35 landcovers
will be
retrieved due
to limitations
on the number
of columns in
various
spreadsheet
applications
and time
requirements.
Typically,
annual series
with 35
landcovers
will take
approximately
7 to 10
seconds. For
monthly
series, 35
landcovers
will take 1 to
2 minutes.
For daily time
series each
landcover
takes
approximately
2 minutes to
build the

Series
Selection

☒ Annual

Series

☐ Montly

Series

☐ Daily

Series

Time Frame
(yyyy-mm-dd)

Start:

1893-01-01

Stop:

2004-12-31

Landcovers to include

Alfalfa - peak (no cutting effects)
Alfalfa - frequent cuttings
Alfalfa - less frequent cuttings
Grass Hay
Spring Grain - Irrigated
Spring Grain - Rainfed
Winter Grain - Irrigated
Winter Grain - Rainfed
Grass Pasture - high management
Grass Pasture - low management
Grass - Turf (lawns) - Irrigated
Grass - Turf (lawns) - Rainfed
Bare Soil
Mulched soil, including grain stubble

spreadsheet
and
commence
downloading.
Of course the
actual times
may be less
depending on
the period of
record
available for
the station.

[Reset](#)

[Download XLS file](#)

Please to not attempt to download more than 5 land covers at a time for daily series.

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This work and report were prepared by the University of Idaho Research and Extension Center at Kimberly, Idaho under contract with the Idaho Department of Water Resources. Work was supported by funding from IDWR and the Idaho Agricultural Experiment Station and Idaho Engineering Experiment Station. The authors gratefully acknowledge the long-term evapotranspiration data collection and long-standing advice provided by Dr. James L. Wright, USDA-ARS Kimberly (ret.), the more than two decades of high quality agricultural weather data collection by the U.S. Bureau of Reclamation AgriMet system, and the very long-standing, routine data collection by the hundreds of cooperative weather station volunteers across the state who, for more than one-hundred years, have faithfully observed daily air temperature and precipitation.

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ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Garden Valley RS (NWS NOAA--103448) for Grass - Turf (lawns) - Irrigated

Four types of statistics were produced for this station and land cover: a) actual evapotranspiration; b) potential evapotranspiration; c) basal evapotranspiration; and d) precipitation deficit (i.e., net irrigation water requirement). Click the link in the definition below based on your needs for the data summary statistics.

The actual daily ET_c (ET_{act}) represents the total estimated flux of ET given any reduction in potential ET caused by soil water shortage or soil surface dryness. ET_{act} was computed as $ET_{act} = K_s * ET_{bas} + K_e ET_r$ where K_s is a stress factor (0 – 1 where 1 means no stress), K_e is the evaporation coefficient and ET_r is the alfalfa reference ET. ET_{bas} is defined below. ET_{act} was often less than potential ET (ET_{pot}) for rainfed crops and occasionally for irrigated crops prior to the growing season when a low-level, basal crop coefficient assigned to the nongrowing season cover could not be sustained by precipitation, and, therefore, the actual ET, in the form of mostly evaporation, could not be sustained at the ET_{pot} level. On occasion, ET_{act} fell below ET_{pot} early in the growing season prior to initiation of irrigation for the same reasons. ET_{act} includes evaporation from the soil surface from both precipitation and any simulated irrigation. ET_{act} is generally the most appropriate ET parameter to use for formulating estimates of consumptive use of irrigation water for hydrologic studies.

The potential daily ET_c (ET_{pot}) represents the total estimated flux of ET that would occur if there were no moisture stress imposed by soil water shortage in the 'root zone.' ET_{pot} includes evaporation from the soil surface from both precipitation and any simulated irrigation. ET_{pot} was computed as $ET_{pot} = ET_{bas} + K_e ET_r$.

The basal ET (ET_{bas}) represents the ET that would occur under no water stress and with no surface wetting by precipitation or irrigation. In other words, ET_{bas} represents potential ET for a dry soil surface. ET_{bas} should not be used to estimate irrigation water requirements, and is included to provide an indication of the partitioning of ET_{pot} between 'transpiration,' as represented by ET_{bas} and evaporation of water from the soil surface layer.

The precipitation deficit (P_{def}) is the difference between the potential ET (ET_{pot}) and the amount of precipitation in the root zone. P_{def} was calculated as $ET_{pot} - P_{rz}$ where P_{rz} is the precipitation infiltrating into and residing in the root zone. P_{def} is synonymous with the **net irrigation water requirement** when occurring during the growing season for an irrigated crop. P_{def} represents the

amount of additional water that the crop would evaporate or transpire beyond P_{rz} if that water were made available at the right time during the growing season. Because the ET_{pot} estimate only includes soil evaporation for known precipitation and irrigation events, any additions of P_{def} outside of the simulated growing season would tend to increase ET_{pot} and thus P_{def} to some extent, causing a type of positive feedback process. The precipitation deficit is generally the most appropriate "ET" parameter to use for irrigation system design.

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ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Garden Valley RS (NWS NOAA--103448) Statistics based on 30 years between 1970 to 2004

For a different land cover or crop click on the above link.
You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Grass - Turf (lawns) - Irrigated

Precipitation Deficit ([Click here for a graph](#))

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	0.01	0.12	0.19	0.90	3.18	4.61	6.06	5.43	2.59	0.17	-0.48	0.03	698	701
15-Day Moving Average ^c	0.03	0.08	0.20	0.78	3.18	4.67	6.13	5.38	2.57	0.20	-0.47	0.00		
7-Day Moving Average ^d	0.03	0.10	0.17	0.81	3.15	4.62	6.11	5.42	2.52	0.16	-0.50	0.01		
3-Day Moving Average ^e	0.02	0.12	0.19	0.88	3.17	4.60	6.07	5.44	2.56	0.17	-0.49	0.03		
Standard Deviation	mm/day												mm	
Monthly	0.17	0.12	0.41	0.69	1.64	1.06	0.87	1.02	1.19	1.03	0.45	0.30	80	79
15-Day Moving Average	0.12	0.19	0.40	1.01	1.67	1.30	0.81	1.01	1.53	1.11	0.68	0.20		
7-Day Moving Average	0.21	0.35	0.71	1.51	2.17	1.94	1.14	1.31	1.94	1.63	1.07	0.35		
3-Day Moving Average	0.43	0.55	1.23	2.25	2.83	2.79	1.72	1.73	2.48	2.28	1.60	0.71		
20% Exceedance	mm/day												mm	
Monthly	0.05	0.20	0.36	1.44	4.06	5.63	6.64	6.08	3.55	0.67	-0.02	0.03	767	761
15-Day Moving Average	0.17	0.39	0.78	2.47	5.40	6.35	7.15	6.58	4.57	1.87	0.26	0.15		
7-Day Moving Average	0.28	0.72	1.22	3.23	6.25	6.99	7.50	6.98	5.12	2.59	0.45	0.19		

3-Day Moving Average	0.36	0.85	1.71	4.26	7.50	8.31	8.62	7.99	5.64	3.26	0.65	0.22		
80% Exceedance	mm/day												mm	
Monthly	0.01	0.03	0.00	0.27	2.01	3.33	5.43	4.74	1.46	0.35	-1.01	0.01	624	621
15-Day Moving Average	-0.08	-0.19	-0.45	-0.86	0.67	2.29	4.39	3.60	0.10	1.82	-1.92	0.11		
7-Day Moving Average	-0.37	-0.73	-1.28	-3.17	-1.27	0.30	2.93	1.82	1.74	3.42	-3.72	0.29		
3-Day Moving Average	-0.71	-1.71	-3.23	-5.54	-6.06	6.02	0.31	-0.44	4.43	7.04	-7.00	0.91		
Ave Highest ET	mm/day												--	
15-Day Moving Average ^f	0.12	0.30	0.65	1.71	4.44	5.65	6.75	6.03	3.55	1.15	0.12	0.09		
7-Day Moving Average ^g	0.20	0.56	1.05	2.71	5.49	6.60	7.21	6.67	4.44	1.74	0.35	0.13		
3-Day Moving Average ^h	0.28	0.71	1.50	3.48	6.60	7.62	8.27	7.62	5.18	2.11	0.52	0.17		
Ave Lowest ET	mm/day												--	
15-Day Moving Average ^f	-0.09	-0.07	-0.20	-0.04	1.88	3.58	5.37	4.64	1.52	0.78	-1.06	0.14		
7-Day Moving Average ^g	-0.27	-0.39	-0.94	-1.32	0.14	1.81	4.32	3.78	0.06	2.02	-2.16	0.35		
3-Day Moving Average ^h	-0.72	-1.11	-2.59	-3.69	-2.62	1.58	2.23	2.09	2.06	4.45	-4.38	0.87		
Special normal distribution parameters for monthly, seasonal, and annual intervals													--	
Skew	1.82	0.10	-0.10	0.19	-0.21	0.28	0.16	-0.27	0.31	0.16	-0.45	1.62	-0.09	-0.20
Kurtosis	6.96	3.78	1.24	2.79	0.81	2.26	0.57	0.80	2.56	0.66	2.37	5.91	2.22	2.76

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.

^b Mean of the average daily value for month

^c Mean of the fourteen 15-day period averages contained in the month

^d Mean of the twenty three 7-day period averages contained in the month

^e Mean of the twenty seven 3-day period averages contained in the month

^f Mean of the highest/lowest 15-day period average in month

^g Mean of the highest/lowest 7-day period average in month

^h Mean of the highest/lowest 3-day period average in month

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ET Idaho --- Evapotranspiration and Consumptive Irrigation

Water Requirements for Idaho

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Garden Valley RS (NWS NOAA--103448)

Statistics based on 30 years between 1970 to 2004

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Grass Pasture - low management

Precipitation Deficit ([Click here for a graph](#))

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	0.01	0.12	0.21	0.89	2.71	3.80	5.08	4.42	1.99	0.05	-0.88	0.07	576	558
15-Day Moving Average ^c	0.03	0.08	0.22	0.78	2.67	3.94	5.10	4.36	1.93	0.01	-0.92	0.04		
7-Day Moving Average ^d	0.03	0.10	0.19	0.81	2.68	3.84	5.11	4.41	1.90	0.06	-0.94	0.06		
3-Day Moving Average ^e	0.02	0.12	0.21	0.87	2.71	3.80	5.09	4.43	1.95	0.05	-0.89	0.07		
Standard Deviation	mm/day												mm	
Monthly	0.17	0.12	0.40	0.64	1.64	0.95	0.74	0.81	0.98	1.07	0.85	0.31	66	65
15-Day Moving Average	0.12	0.19	0.38	0.99	1.57	1.20	0.69	0.83	1.30	1.14	1.30	0.28		
7-Day Moving Average	0.21	0.35	0.66	1.49	2.05	1.94	1.14	1.22	1.75	1.66	1.89	0.43		
3-Day Moving Average	0.43	0.55	1.16	2.22	2.73	2.85	1.71	1.67	2.33	2.36	2.64	0.65		
20% Exceedance	mm/day												mm	
Monthly	0.05	0.20	0.36	1.44	3.50	4.61	5.57	4.88	2.71	0.61	-0.19	0.03	626	629
15-Day Moving Average	0.17	0.39	0.78	2.38	4.62	5.30	5.95	5.38	3.53	1.44	0.23	0.15		
7-Day Moving Average	0.28	0.72	1.22	3.25	5.32	6.51	6.94	6.38	4.16	2.20	0.45	0.19		

3-Day Moving Average	0.36	0.85	1.71	4.05	6.62	8.18	8.50	7.98	5.37	2.39	0.62	0.22		
80% Exceedance	mm/day												mm	
Monthly	0.01	0.03	0.03	0.27	1.78	2.65	4.56	3.82	0.93	0.89	-2.03	0.09	502	476
15-Day Moving Average	0.08	0.19	-0.44	-0.85	0.34	1.50	3.52	2.96	0.09	2.21	-3.59	0.37		
7-Day Moving Average	0.37	0.73	-1.28	-3.27	-1.74	0.59	2.34	1.32	2.45	4.83	-6.97	1.02		
3-Day Moving Average	0.71	1.71	-3.23	-5.60	-6.06	6.28	0.16	-0.74	4.50	8.92	10.67	2.44		
Ave Highest ET	mm/day												--	
15-Day Moving Average ^f	0.12	0.30	0.65	1.69	3.76	4.80	5.62	5.01	2.90	0.90	0.12	0.09		
7-Day Moving Average ^g	0.20	0.56	1.05	2.61	4.77	5.90	6.58	6.02	3.67	1.42	0.34	0.13		
3-Day Moving Average ^h	0.28	0.71	1.50	3.34	5.92	7.28	8.00	7.38	4.49	1.73	0.52	0.17		
Ave Lowest ET	mm/day												--	
15-Day Moving Average ^f	0.09	0.07	-0.17	-0.03	1.56	2.85	4.46	3.58	1.02	0.98	-1.77	0.22		
7-Day Moving Average ^g	0.27	0.39	-0.88	-1.32	-0.08	1.09	3.41	2.79	0.39	2.35	-3.35	0.51		
3-Day Moving Average ^h	0.72	1.11	-2.46	-3.71	-2.83	2.37	1.31	1.36	2.51	4.99	-6.57	1.10		
Special normal distribution parameters for monthly, seasonal, and annual intervals													--	
Skew	1.82	0.10	-0.05	-0.11	-0.51	0.32	0.23	-0.27	0.41	0.05	-0.66	0.69	-0.15	-0.16
Kurtosis	6.96	3.78	1.42	2.67	1.59	2.04	0.60	0.75	2.81	0.54	2.22	1.31	2.10	2.25

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.

^b Mean of the average daily value for month

^c Mean of the fourteen 15-day period averages contained in the month

^d Mean of the twenty three 7-day period averages contained in the month

^c Mean of the twenty seven 3-day period averages contained in the month

^f Mean of the highest/lowest 15-day period average in month

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ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Garden Valley RS (NWS NOAA--103448) Statistics based on 30 years between 1970 to 2004

For a different land cover or crop click on the above link.
You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Grass Pasture - high management

Precipitation Deficit ([Click here for a graph](#))

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	0.00	0.12	0.21	1.21	3.56	4.83	6.27	5.44	2.30	0.03	-0.85	-0.15	723	708
15-Day Moving Average ^c	0.03	0.08	0.21	1.09	3.55	4.88	6.34	5.39	2.28	0.05	-0.84	0.09		
7-Day Moving Average ^d	0.02	0.10	0.19	1.12	3.53	4.84	6.33	5.45	2.24	0.01	-0.91	0.12		
3-Day Moving Average ^e	0.01	0.12	0.21	1.19	3.55	4.82	6.28	5.46	2.28	0.03	-0.87	0.15		
Standard Deviation	mm/day												mm	
Monthly	0.19	0.12	0.47	0.83	1.66	1.10	0.90	1.02	1.21	0.97	0.72	0.55	79	79
15-Day Moving Average	0.13	0.19	0.42	1.22	1.71	1.38	0.84	1.01	1.54	1.09	1.13	0.41		
7-Day Moving Average	0.23	0.35	0.73	1.71	2.23	2.12	1.21	1.34	2.05	1.58	1.75	0.67		
3-Day Moving Average	0.45	0.55	1.25	2.43	2.91	3.02	1.75	1.73	2.60	2.25	2.44	1.14		
20% Exceedance	mm/day												mm	
Monthly	0.05	0.20	0.36	1.88	4.32	5.91	6.86	6.06	3.20	0.63	-0.19	0.02	788	754
15-Day Moving Average	0.17	0.39	0.78	3.06	5.82	6.47	7.40	6.56	4.30	1.54	0.26	0.15		
7-Day Moving Average	0.28	0.72	1.22	4.31	6.69	7.34	8.00	7.29	5.10	2.15	0.45	0.19		

3-Day Moving Average	0.36	0.85	1.71	4.83	7.21	8.17	8.98	8.13	6.03	3.00	0.62	0.22		
80% Exceedance	mm/day												mm	
Monthly	0.01	0.03	0.00	0.37	2.16	3.52	5.61	4.75	1.32	0.68	-1.70	0.24	651	636
15-Day Moving Average	0.09	0.19	-0.45	-0.84	0.95	2.42	4.67	3.47	0.11	1.82	-3.13	0.58		
7-Day Moving Average	0.39	0.73	-1.28	-3.29	-1.66	0.38	3.30	1.90	2.35	4.04	-6.52	1.33		
3-Day Moving Average	1.08	1.71	-3.23	-5.32	-6.39	6.28	0.17	-0.36	4.50	9.55	-9.94	2.45		
Ave Highest ET	mm/day												--	
15-Day Moving Average ^f	0.12	0.30	0.68	2.19	4.81	5.90	6.96	6.07	3.34	0.97	0.11	0.09		
7-Day Moving Average ^g	0.20	0.56	1.08	3.28	5.87	6.91	7.57	6.93	4.29	1.50	0.35	0.13		
3-Day Moving Average ^h	0.28	0.71	1.55	4.02	6.71	7.71	8.38	7.61	5.08	1.84	0.52	0.17		
Ave Lowest ET	mm/day												--	
15-Day Moving Average ^f	0.11	0.07	-0.19	0.15	2.26	3.78	5.62	4.63	1.13	0.84	-1.82	0.34		
7-Day Moving Average ^g	0.31	0.39	-0.93	-1.22	0.37	1.88	4.50	3.73	0.34	2.13	-3.65	0.74		
3-Day Moving Average ^h	0.76	1.11	-2.59	-3.61	-2.57	1.76	2.16	2.09	2.54	4.70	-6.64	1.73		
Special normal distribution parameters for monthly, seasonal, and annual intervals													--	
Skew	1.43	0.10	0.19	0.28	-0.24	0.32	0.17	-0.33	0.78	0.11	-0.48	0.80	-0.18	-0.44
Kurtosis	4.69	3.78	1.52	2.56	0.82	2.10	0.59	0.80	4.04	0.59	2.43	1.69	2.14	2.58

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.

^b Mean of the average daily value for month

^c Mean of the fourteen 15-day period averages contained in the month

^d Mean of the twenty three 7-day period averages contained in the month

^e Mean of the twenty seven 3-day period averages contained in the month

^f Mean of the highest/lowest 15-day period average in month

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ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

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Garden Valley RS (NWS NOAA--103448) Statistics based on 30 years between 1970 to 2004

For a different land cover or crop click on the above link.
You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Open water - shallow systems (ponds, streams)

Precipitation Deficit ([Click here for a graph](#))

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	-3.05	-1.74	-0.50	0.97	2.01	2.84	4.24	3.70	1.81	0.41	-2.34	-3.49	152	152
15-Day Moving Average ^c	-3.36	-2.13	-0.56	0.91	1.91	2.93	4.29	3.55	1.68	0.47	-2.29	-3.26		
7-Day Moving Average ^d	-3.20	-1.97	-0.55	0.91	1.92	2.84	4.29	3.64	1.69	0.42	-2.39	-3.39		
3-Day Moving Average ^e	-3.06	-1.79	-0.51	0.94	1.99	2.83	4.25	3.70	1.77	0.42	-2.32	-3.47		
Standard Deviation	mm/day												mm	
Monthly	2.90	1.44	2.03	1.17	1.99	1.12	0.82	1.36	1.19	1.33	1.73	3.43	194	194
15-Day Moving Average	3.12	2.00	1.91	1.47	1.89	1.40	0.77	1.37	1.56	1.37	2.32	2.61		
7-Day Moving Average	3.85	2.96	2.46	1.97	2.34	2.22	1.09	1.55	1.97	1.90	3.23	4.00		
3-Day Moving Average	4.81	3.94	3.41	2.75	2.94	3.12	1.57	1.80	2.47	2.60	4.40	5.36		
20% Exceedance	mm/day												mm	
Monthly	-1.22	-0.57	0.74	1.89	3.07	3.97	4.74	4.43	2.84	1.27	-0.81	-1.92	272	272
15-Day Moving Average	0.22	0.25	1.57	2.54	3.98	4.56	5.14	4.71	3.22	1.95	0.51	0.16		

7-Day Moving Average	0.42	1.10	2.05	3.27	4.64	5.00	5.45	5.01	3.56	2.30	0.86	0.26		
3-Day Moving Average	0.55	1.40	2.37	3.67	4.88	5.44	5.68	5.23	3.85	2.49	1.08	0.32		
80% Exceedance	mm/day												mm	
Monthly	-4.82	-2.67	-1.85	-0.14	0.56	1.38	3.51	3.13	1.18	-0.53	-4.07	-4.62	23	23
15-Day Moving Average	-8.17	-4.90	-4.22	-1.55	-0.50	0.40	2.45	1.83	0.50	-2.29	-6.67	-7.20		
7-Day Moving Average	-13.72	-9.37	-6.93	-4.84	-3.14	-2.30	1.20	0.42	-3.24	-5.39	-11.83	-12.83		
3-Day Moving Average	-18.54	-17.52	-12.46	-8.33	-7.93	-7.77	-2.16	-1.65	-5.64	-9.48	-19.17	-21.91		
Ave Highest ET	mm/day												--	
15-Day Moving Average ^f	0.08	0.17	0.97	1.99	3.07	3.89	4.85	4.16	2.58	1.42	0.21	0.06		
7-Day Moving Average ^g	0.22	0.78	1.67	2.77	4.03	4.70	5.17	4.78	3.19	1.98	0.55	0.15		
3-Day Moving Average ^h	0.42	1.16	2.13	3.24	4.53	5.13	5.45	5.01	3.64	2.26	0.87	0.25		
Ave Lowest ET	mm/day												--	
15-Day Moving Average ^f	-5.27	-3.20	-1.78	-0.06	0.79	1.82	3.64	2.96	0.83	-0.65	-4.05	-5.58		
7-Day Moving Average ^g	-8.45	-5.67	-3.70	-1.73	-1.08	-0.23	2.66	2.14	-0.57	-2.19	-6.87	-9.19		
3-Day Moving Average ^h	-13.50	-10.18	-7.79	-4.51	-3.76	-4.07	-0.53	0.71	-2.91	-5.09	-12.35	-15.10		
Special normal distribution parameters for monthly, seasonal, and annual intervals													--	
Skew	-0.29	-1.21	-0.19	-0.63	-0.68	-0.42	-0.17	-0.75	-1.25	-0.06	-0.26	-0.82	-1.34	-1.34
Kurtosis	1.01	4.36	0.53	2.72	1.94	2.13	0.52	2.00	4.58	0.47	2.31	2.77	5.11	5.11

^a Growing Season: This is usually the time from green up or planting in the spring to a killing frost or harvest in the fall. It is not applicable for entries without a growing season and will be blank.

- ^b Mean of the average daily value for month
- ^c Mean of the fourteen 15-day period averages contained in the month
- ^d Mean of the twenty three 7-day period averages contained in the month
- ^e Mean of the twenty seven 3-day period averages contained in the month
- ^f Mean of the highest/lowest 15-day period average in month
- ^g Mean of the highest/lowest 7-day period average in month
- ^h Mean of the highest/lowest 3-day period average in month

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Questions regarding the data should be addressed to Clarence W. Robison or Richard G. Allen, University of Idaho, Kimberly Research and Extension Center, 3793 North 3600 East, Kimberly, ID 83341. Telephone (208)-423-6610

WILLIAM S. PLATTS, Ph.D.

Fisheries Scientist (Certified)

EDUCATION

Ph.D., 1974, Utah State University - Fisheries Science
M.S., 1957, Utah State University - Wildlife Management
B.S., 1955, Idaho State University - Conservation Education

HONORS AND AWARDS

IDAHO DEPARTMENT FISH AND GAME APPRECIATION AWARD for developing the Idaho State Sage Grouse Management Plan (2006).

AFPA WILDLIFE STEWARDSHIP AWARD to Plum Creek by the American Forest and Paper Association — A participating member in their "Cascades Habitat Conservation Plan" (1998).

California Trout (CalTrout) Roderick Haig-Brown Award for work to restore California's State fish -- the Volcano Creek Golden Trout (1997)

Plaque of Appreciation, Sawtooth National Forest, for contributions to aid in solving fish passage problems in the Sawtooth National Recreation Area, 1993.

Certificate of Appreciation, Friends of the Payette, for special effort in the management of the Payette River, 1991.

Centennial Achievement Award by Governor Cecil D. Andrus for contributions to the fulfillment of Idaho's Centennial Celebration, 1990.

Certificate of Appreciation, Society for Range Management, for contributions on the 1990 watershed-riparian committee.

1989 Honorable Mention for the American Fisheries Society "BEST PAPER AWARD" for the North American Journal of Fisheries Management. (Fluctuations in Trout Populations and Their Implications for Land-Use Evaluation)

Citation Award, 1988, from the American Fisheries Society.

Earl Childs Award, 1987, from the High Desert Museum for contributions to the management and protection of the High Deserts of the West. Received a \$10,000 honorarium.

Bill Manlove Award, 1987, for contributions to management of the Henry's Fork for the Harriman Park Foundation.

Chiefs (US Forest Service) Award, 1987, for contribution to future planning of Fisheries management and research in the Forest Service.

Citation, 1986, from Idaho Park Foundation for contributions toward the scenic beauty, open space preservation and recreational opportunity for all Idaho.

Idaho Wildlife Conservation of the Year Award, 1985, from the Idaho Wildlife Federation.

Certification of Appreciation for guidance and training in the Idaho YCC Program, 1976-1979.

Certificate of Merit Award, 1976, by Chief of the Forest Service, John R. McGuire, for outstanding teamwork and creative professional and personal contribution to producing a pioneering response to the Resources Planning Act.

Regional Forester Employee Suggestion Award, 1974, for developing a new method of preserving water samples for chemical analysis.

Certificate of Merit Award, 1973, from Regional Forester Vern Hamre for performance in the White Cloud-Boulder-Sawtooth Mountain Study Team.

Past Presidents Award, 1969, for recognition of service to the American Fisheries Society.

USA National Track and Field National Javelin throw record --- set in 2003, Oregon State University, Eugene, OR.

USA National Track and Field Masters National javelin champion --- 2003

USA National Track and Field Masters National long jump champion --- 2003

USA National Track and Field National Javelin throw record --- set in 2008, Northwest Nazarene University, Nampa, Idaho

World and National Track and Field Javelin throw record set at the Harrison Track and Field Classic at University of Oregon at Eugene, Oregon in 2008; broken again at the USA Track and Field National Championships at Spokane 2008; Washington in 2008, and broken again at the World Track and Field Championships at St. George, Utah in 2008.

World Gold Medalist in the Long Jump in the World Track and Field Championships, St. George, Utah in 2008 and National Gold Medalist in the

USA National Track and Field Championships in Spokane, Washington in 2008

PRESENT ACTIVITIES

Classification of riverine-riparian systems, fishery resource management, best management practices, livestock grazing and logging practices and solutions, training and seminars, and expert testimony.

PROFESSIONAL EXPERIENCE

Dr. Platts has over 50-years of experience in research and evaluation of logging, road construction, and livestock grazing interactions with riparian-stream environments; fish habitat requirements; classification of riverine-riparian systems; stream degradation and fish response; lecturing and training; and expert testimony. He has worked with hydrologists, soil scientists, and plant ecologists in designing in-stream and bank structures to control stream flows while incorporating fish and wildlife habitat needs. Dr. Platts is a noted leader in the study of livestock grazing and logging impacts on fisheries throughout the West. He has performed numerous projects for industry, private landowners, utilities, and government agencies.

1994 to present - Platts Consulting Boise, Idaho

1988-1994 - Don Chapman Consultants Inc. Boise, Idaho

1976-1988: Research Fishery Biologist, USDA Forest Service

1967-1976: Fishery Consultant SEAM Program, USDA Forest Service

1967-1974: Zone Fishery Biologist, USDA Forest Service

1965-1967: Supervisor, Conservation Enforcement, Idaho Department of Fish & Game

1963-1965: Regional Fishery Biologist, Idaho Fish & Game Department

1960-1963: Conservation Officer, Idaho Fish & Game Department

1959-1960: Coach & Science Teacher, Kimberly High School

1957-1959: Fishery Biologist, Idaho Fish & Game Department

1955-1957: Fishery Biological Aide, Utah Fish & Game Department

PROFESSIONAL APPOINTMENTS

Governors Idaho State Sage Grouse Advisory Committee (2003 to present)

Northwest Power and Conservation Council Independent Science Review Panel Peer Review Group 2005 to date

USDI BLM Resource Advisory Committee (1996 to 2003)

Affiliate Professor of Fishery Resources - University of Idaho (1993 - 1996)

Adjunct Professor – Idaho State University (1984-1988)

State Department of Education Research Committee (1997)

8th Street Fire interagency monitoring group (1997 - 1998)

United States Forest Service national framework ecosystem management planning group (1995 - 1997)

Idaho Watershed Improvement Forum (1992 - 1998)

Center for Strategic Studies in Resource Policy - Texas A&M University - Scientific Affiliate (1989 to 1992)

Scientific Advisor to Trout Unlimited (1988 - 1997)

National Organization of Concerned Scientists (1988 - to present)

Barber Pool Advisory Committee (1988- to present)

Governors Idaho Centennial Committee (Lasting Legacy) (1988-1989)

Steering Committee for Riparian Conference, 1993, The University of Arizona, Tucson, Arizona (1992-1993)

Science Advisory Board, U. S. Environmental Protection Agency (1990-1993)

Commissioner, Idaho Water Resources Board (1989-1992)

U. S. Environmental Protection Agency Science Advisory Board (1989-1991)

Congress of the United States, Congressional Office of Assessment Advisory Panel (1989-1990)

Director, Idaho Foundation for Parks and Lands (1988-1992)

Pacific Northwest Power Planning and Conservation Council
Committee on Fisheries Research (1983-1984)

National Steering Committee for the Forest Service Wildlife and Fish
Habitat Relationships Program (1980-1987)

United States Environmental Protection Agency Non point Source
Pollution Team (1979)

Ada County Council of Governments -- Citizen Advisory (1976-1977)

National In-Stream Flow Steering Committee (1976-1977)

Regional and National Agricultural Research Planning System --
Western Regional Task Force (1976-1977)

Ada County Council of Governments -- Transportation (1976)

Council for Agricultural Science and Technology (1976)

National Resource Planning Act Interdisciplinary Team (1975-1983)

Regional Interagency Phosphate Team (1975-1976)

American Fisheries Past President's Advisory Council (1986 to
present)

Grand Teton National Park – National Elk Refuge EIS for managing the
southern Yellowstone, Grand Teton National Park, and National Elk
Refuge elk herd (2001 to 2003)

PROFESSIONAL ACTIVITIES

American Fisheries Society - Past President, President (1985), 1st
Vice President, and 2nd Vice President

Western Division American Fisheries Society - President, President
Elect, Past President, Division representative to parent Society

Idaho Chapter American Fisheries Society - President, Vice President,
Past President, Secretary-Treasurer

American Fisheries Society - Past President's Council (1991 to
present)

Idaho Wildlife Federation - Secretary Treasurer

Idaho Wildlife Federation – Vice President 2005 to date

National Riparian Council - Vice President

Idaho Department of Fish and Game - Wildlife Ambassador

FACULTY APPOINTMENTS

Instructor - University of Idaho, 404-504-90, Riparian Ecology and Management (1993-1994)

Affiliate Faculty - Idaho State University, 1992-1993

Adjunctive Faculty - (Present) University of Idaho, Idaho State University, (Past) Humboldt State University.

PROFESSIONAL REGISTRATION

Certified Fisheries Scientist - Number 698

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Sigma Xi
American Institute of Fishery Research Biologist
Nature Conservancy
Pacific Fisheries Biologist
American Fisheries Society
High Desert Museum

EXPERT WITNESS

John Faden vs. USDI BLM. Office of Hearing and Appeals, Department of Interior, Salt Lake City, Utah.

Howmet vs Liberty Mutual - Case on damages to Panther Creek, Idaho, from mining effects.

Sierra Club - Nevada BLM range allotments.

National Resource Defense Council - Nevada BLM range allotments.

National Wildlife Federation - Utah BLM range allotments.

Sierra Pacific Industries - Proposed logging sale, Shasta-Trinity National Forest.

Idaho Attorney General's Office - Wetland issues in the Boise Basin.

GIS - Logging sale proposal - Puget Sound area.

Superior Court of California, County of El Dorado. City of Los Angeles and Department of Water and Power (defendant) v. National Audubon Society, Mono Lake Committee, California Trout, Inc., and California Department of Fish and Game (Plaintiffs). Oral testimony and cross examination.

John Falen v. BLM. Office of Hearings and Appeals, Dept. of Interior. Oral testimony and cross-examination. Salt Lake City, Utah. Judge Childs presiding.

Howmet v. Liberty Mutual. Case on damages to Panther Creek, Idaho, from mining effects. Depositions.

National Wildlife Federation v. BLM. Comb Wash Grazing Allotment. Judge Rampton presiding. Office of Hearings and Appeals, Dept. of Interior. Oral and Deposition.

Environmental Groups v. Sierra Pacific Industries. Proposed salvage logging sale, Shasta-Trinity National Forest. Oral and Deposition.

National Wildlife Federation v. BLM. San Felipe Allotment, Idaho. Judge Childs presiding. Office of Hearings and Appeals, Dept. of Interior. Participated in settlement hearings.

PUBLICATIONS

Platts, W. S. 2007. Geomorphic and other physical conditions affecting fish populations in high mountain lakes. (*In*) Multistate High Mountain Lake Summit. Idaho Department Fish and Game Report Number 07-55, July 2007. Boise, ID.

Singer, F.J., D.S. Dobkin; and W.S. Platts. 2003. A balanced ecosystem alternative for the National Elk Refuge, Jackson, Wyoming. High Desert Ecological Research Institute. Bend, OR.

Hill, M.T. B. Tillemans, D.W. Martin and W.S. Platts. 2001. Recovery of Riparian Ecosystems in the Upper Owens River Watershed. Conservation Biology

Hill, M. T., W. S. Platts, and G. Bienz. 1994. Integrating biodiversity and sustainable development in a watershed ecosystem: a hierarchical approach. Fisheries. In draft.

Chaney, E., W. Elmore, and W. S. Platts. 1993. Managing change: livestock grazing on western riparian areas. For U. S. Environmental Protection Agency by Northwest Resource Information Center, Inc., Eagle, Idaho. 31 pp.

Kauffman, J. B., R. L. Beschta, and W. S. Platts. 1993. Fish habitat improvement projects in the Fifteen Mile Creek and Trout Creek basins of central Oregon: field review and management recommendations. U. S. Department of Energy, Bonneville Power Administration, Division of Fish and Wildlife, Portland, OR. Project Numbers: 86-079, 84-062, Contract Number DE-BI79-84BP18955, Contract Number DE-BI79-91BP14812. 52 pp.

Gorte, R. W., W. S. Platts, and others. 1992. Forest Service planning: Accommodating uses, producing outputs, and sustaining

ecosystems. Congress of the United States, Office of Technology Assessment.

Nelson, R. L., W. S. Platts, D. P. Larsen, and S. E. Jensen. 1992. Trout distribution and habitat in relation to geology and geomorphology in the North Fork Humboldt River drainage, northeastern Nevada. *Transactions of the American Fisheries Society* 121(4): 405-426.

Hill, M. T., W. S. Platts, and R. L. Beschta. 1991. Ecological and geomorphological concepts for instream and out-of-channel flow requirements. *Rivers* 2(3): 198-210.

Nelson, R. L., M. L. McHenry, and W. S. Platts. 1991. Mining. *In: Influences of Forest and Rangeland Management on Salmonid Fishes and their Habitats*. American Fisheries Society Special Publication 19. Bethesda, MD.

Platts, W. S. 1991. Livestock grazing. *In: Influences of Forest and Rangeland Management on Salmonid Fishes and their Habitats*. American Fisheries Society Special Publication 19. Bethesda, MD.

Platts, W. S. 1991. South Fork Salmon River: Effects of sediment on habitats for salmon. *Case Studies and Catalog of Watershed Projects in Western Provinces and States*. Report 22, Wildland Resources Center, Division of Agriculture and Natural Resources, University of California, Berkeley, CA., pp. 42-43.

Platts, W. S. 1991. Big Creek, Utah: Response to grazing and instream improvements. *Case Studies and Catalog of Watershed Projects in Western Provinces and States*. Report 22, Wildland Resources Center, Division of Agriculture and Natural Resources, University of California, Berkeley, CA., pp. 10-11.

Beschta, R. L., W. S. Platts, and B. Kauffman. 1991. Field review of fish habitat improvement projects in the Grande Ronde and John Day River basins of eastern Oregon. U. S. Department of Energy, Bonneville Power Administration, Division of Fish and Wildlife, Portland, Oregon. Project No. 91-069, Contract Number DE-AP79-91BP21493. 53 pp.

Gorte, R. W., W. S. Platts, and others. 1991. Forest Service planning: Setting strategic direction under RPA. Congress of the United States, Office of Technology Assessment. OTA-F-441, Government Printing Office, Washington, D.C.

Dickson, K., W. S. Platts, and others. 1991. Report of the Ecoregions Subcommittee of the Ecological Processes and Effects Committee - Evaluation of the Ecoregion Concept. A Science Advisory Board Report, U.S. Environmental Protection Agency, EPA-SAB-EPEC-91-003, Washington, D.C.

Contor, C. R., and W. S. Platts. 1991. Assessment of Cowfish for predicting trout populations in grazed watersheds of the Intermountain West. USDA Forest Service, Intermountain Research Station, General Technical Report INT-278, Ogden, Utah.

Platts, W. S. 1990. Riparian evaluations. Second National Symposium on Water Quality Assessment, October 16-19, 1989, Fort Collins, CO., pp. 3-12.

Platts, W. S. 1990. Evaluation of BMP effectiveness. Second National Symposium on Water Quality Assessment, October 16-19, 1989, Fort Collins, CO., pp. 3-9.

Platts, W. S. 1990. Fish, wildlife and livestock: Protection of riparian areas. *Western Wildlands* 16(2): 16-19. University of Montana, School of Forestry, Missoula, MT.

Chaney, E., W. Elmore, and W. S. Platts. 1990. Livestock grazing on Western riparian areas. U.S. Environmental Protection Agency, Washington D.C.

Platts, W. S. 1990. Evaluation of riparian habitat rehabilitation. In Status and Future of Spring Chinook Salmon in the Columbia River -- Conservation and Enhancement. Spring Chinook Salmon Workshop November 8-9, 1989, Pasco, Washington. NOAA Technical Memorandum NMFS F\NWC-187, p. 126.

Chapman, D. W., W. S. Platts, and M. Hill. 1990. Evaluation of anadromous salmonids upstream from Condit Dam in the Big White Salmon River, Washington. Pacific Power and Light, Portland, OR.

Gebhardt, K. A., C. Bohn, S. Jensen, and W. S. Platts. 1989. Use of hydrology in riparian classification. *Practical Approaches To Riparian Resource Management - An Educational Workshop*. Billings, Montana, pp. 53-59.

Platts, W. S., and R. L. Nelson. 1989. Characteristics of riparian plant communities and streambanks with respect to grazing in Northeastern Utah. *Practical Approaches To Riparian Resource Management - An Educational Workshop*. Billings, Montana, pp. 73-81.

Platts, W. S. 1989. Compatibility of livestock grazing strategies with fisheries. *Practical Approaches To Riparian Resource Management - An Educational Workshop*. Billings, Montana, pp. 103-110.

Gebhardt, K., M. Vinson, W. S. Platts, and W. Jackson. 1989. Using expert systems in riparian management. *Practical Approaches to Riparian Resource Management - An Educational Workshop*. Billings, Montana, pp. 187-189.

Platts, W. S., F. J. Wagstaff, and E. Chaney. 1989. Cattle and fish on the Henry's Fork. *Rangelands* 11(2): 58-62.

Jensen, S., and W. S. Platts. 1989. Restoration of degraded riverine\riparian habitat in the Great Basin and Snake River regions. *Wetland Creation and Restoration: The Status of the Science*. Volume I: Regional Reviews. Volume II: Perspectives. EPA/600/3-89, a, b, Environmental Research Laboratory, Corvallis, Oregon.

Jensen, S., R. Ryel, and W. S. Platts. 1989. Classification of riverine-riparian habitats and assessment of nonpoint source impacts in the North Fork Humboldt River Drainage, Nevada.

Minshall, G. W., S. E. Jensen, and W. S. Platts. 1989. The ecology of stream and riparian habitats of the Great Basin Region: A community profile. U.S. Fish and Wildlife Service Biology Report 85 (7.24). Washington D.C.

Platts, W. S., and M. T. Hill. 1989. Investigation of riverine-riparian and fisheries habitat degradation in the Little Big Horn River. U.S. Department of Justice, Wash. D.C.

Chapman, D., W. Platts, and M. Hill. 1989. Evaluation of the potential of Elk Creek Dam on fisheries in the Rogue River and Elk Creek. U.S. Army Corps of Engineers, Portland, OR.

Platts, W. S. 1989. Riparian Evaluations. Second National Symposium On Water Quality Assessment -- A Meeting Summary. United States Environmental Protection Agency, Washington D.C.

Platts, W. S. 1989. Classification of riverine-riparian complexes for monitoring BMP effectiveness. Second National Symposium On Water Quality Assessment -- A Meeting Summary. United States Environmental Protection Agency, Washington D.C.

Jensen, S., R. Ryel, and W. S. Platts. 1989. Pilot Study Appendices - Classification of riverine-riparian habitat and assessment of nonpoint source impacts in the North Fork Humboldt River Drainage, Nevada.

Platts, W. S., R. Torquemada, M. McHenry, and C. Grahm. 1989. Response of salmon spawning and rearing habitat to increases in fine sediment delivery to the South Fork Salmon River, Idaho. *Transactions American Fisheries Society*.

Platts, W. S., and R. L. Nelson. 1989. Stream canopy and its relationship to salmonid biomass in the Intermountain West. *North American Journal of Fisheries Management* 9: 446-447.

Torquemada, R. J., and W. S. Platts. 1988. A comparison of sediment monitoring techniques of potential use in sediment\fish relationships. Final Report to Idaho Fish and Game Department, Boise, Idaho.

Platts, W. S., and R. L. Nelson. 1988. Fluctuations in trout populations and their implications for land-use evaluation. *North American Journal of Fisheries Management* 8: 333-345.

Platts, W. S., and M. L. McHenry. 1988. Density and biomass of trout and char in western streams. General Technical Report INT-241 Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Research Station.

Platts, W. S., and M. Onishuk. 1988. Beaver management. *New Mexico Wildlife Review*.

Platts, W. S., and M. Onishuk. 1987. Good beaver, bad beaver. *Idaho Wildlife Review*.

Nelson, R. L., W. S. Platts, and O. Casey. 1987. Evidence for variability in spawning behavior of interior cutthroat trout in response to environmental uncertainty. *Great Basin Naturalist*.

Platts, W. S., and S. E. Jensen. 1987. Wetland/riparian ecosystems of the Great Basin/desert and montane region. In: J. H. Sather and J. Low. Great Basin/desert and montane regional wetland functions: Proceedings of a workshop. Feb. 27-28, Logan, UT. USDA Fish and Wildlife Service, Washington, D.C.

Seyedbagheri, K., M. L. McHenry, and W. S. Platts. 1987. An annotated bibliography of the fisheries studies of the South Fork Salmon River. General Technical Report - INT 235, Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Research Station.

Hillman, T. W., J. S. Griffith, and W. S. Platts. 1987. Summer and winter habitat selection by juvenile chinook salmon in a highly sedimented Idaho stream. *Transactions of the American Fisheries Society* 116:185-195.

Gamblin, M. S., J. S. Griffith, and W. S. Platts. 1987. Response of trout populations in the St. Joe River drainage to Mt. St. Helens tephra. Pp. 297-306 in S. A. C. Keller (ed). *Mt. St. Helens: Five years later*. Eastern Washington University Press, Cheney, WA.

Platts, W. S., C. Armour, G. D. Booth, M. Bryant, J. L. Bufford, P. Cuplin, S. Jensen, G. W. Lienkaemper, G. W. Minshall, S. B. Monsen, R. L. Nelson, J. R. Sedell, and J. S. Tuhy. 1987. Methods for evaluating riparian habitats with applications to management. USDA Forest Service, Gen. Tech. Rep. INT-221. Intermountain Research Station, Ogden, UT. 177 pp.

Jensen, S., and W. S. Platts. 1987. Processes influencing riparian ecosystems. Paper presented at the eighth annual meeting of the Society of Wetland Scientists, Seattle, WA. May 26-29.

Platts, W. S. 1987. Managing riparian stream habitats. In Proceedings of the 21st Annual Meeting of the Colorado-Wyoming Chapter of the American Fisheries Society. March 5-6, 1986, Ft. Collins, CO. 81-86.

Platts, W. S. 1986. Stream riparian management. In: Proceedings of the Nevada-California Wildlife-Range Society, Reno, Nevada.

Platts, W. S. 1986. Professional ethics in the bureaucratic world of reality. In: Western proceedings: 66th Annual conference of the Western Association of Fish and Wildlife Agencies, July 1986 Portland, Oregon.

Platts, W. S. 1986. Public and private rangeland management: an overview. Transactions North American Wildlife and Natural Resources Conference 51.

Platts, W. S. 1986. Riparian stream management. Transactions of the Western Section of the Wildlife Society 22:90-93.

Beschta, R. L., and W. S. Platts. 1986. Morphological features of small streams: significance and function. Water Resources Bulletin 22(3): 369-379.

Platts, W. S. 1986. Managing riparian stream habitats. In: Proceedings of Wyoming Water Management 86. Casper, Wyoming.

Platts, W. S., and J. N. Rinne. 1985. Riparian and stream enhancement and research in the Rocky Mountains. North American Journal of Fisheries Management 5: 115-125.

Van Deventer, J. S., and W. S. Platts. 1985. A computer software system for entering, managing, and analyzing fish capture data from streams. Research Note INT-352. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Research Station.

Platts, W. S. 1985. Validation, calibration, and future potential of the fish-sediment response model. American Fisheries Society Annual Meeting No. 115, Abstracts.

Platts, W. S., and R. L. Nelson. 1985. Streamside and upland vegetation use by cattle. Rangelands 7(4).

Platts, W. S., and R. L. Nelson. 1985. Will the riparian pasture build good streams? Rangelands 7(4): 7-11.

Platts, W. S., and R. L. Nelson. 1985. Stream habitat and fisheries response to livestock grazing and instream improvement structures: Big Creek, Utah. Journal Soil and Water Conservation 40(4).

Platts, W. S. 1985. Public and private rangeland management. Proceedings of the 51st annual North American Natural Resources conference, Reno, Nevada.

Platts, W. S., K. A. Gebhardt, and W. L. Jackson. 1985. The effects of large storm events on basin-range riparian habitats. Pages 30-34, North American riparian conference. Tucson, AZ. April 16-18, 1985.

Platts, W. S., and R. F. Raleigh. 1985. Critique - Impacts of grazing on wetlands and riparian habitat. In: Developing strategies for rangeland management. Boulder, CO: National Academy of Sciences, Westview Press.

Platts, W. S., and R. L. Nelson. 1985. Impacts of rest-rotation livestock grazing on streambanks in forested watersheds in Idaho. North American Journal of Fisheries Management 5: 547-556.

Cuplin, P. S., W. S. Platts, and others. 1985. A comparison of riparian area ground data with large-scale airphoto interpretation. Pages 67-68, North American riparian conference. Tucson, AZ. April 16-18.

Gamblin, M. S., J. S. Griffith, and W. S. Platts. 1985. Effects of tephra from the Mt. St. Helens eruption on trout in the St. Joe River. In: Proceedings of the Mt. St. Helens symposium, Eastern Washington State College, Chaney, Washington.

Platts, W. S. 1984. Progress in range riparian-stream research at the Intermountain Forest and Range Experiment Station. Reprinted from: Archer, Donald L., ed., Proceedings of the Bonneville Chapter of the American Fisheries Society, 1984 February 8-9, Logan, UT. Salt Lake City, UT: Bonneville Chapter of the American Fisheries Society, 78-84.

Platts, W. S. 1984. Riparian habitat-livestock grazing interaction research in the Intermountain West. In: Warner, R. E., Hendrix, K. M., eds., California riparian systems: ecology, conservation, and productive management. Berkeley, CA: University of California Press, 424-429.

Platts, W. S., and F. J. Wagstaff. 1984. Fencing to control livestock grazing on riparian-stream habitats: is it a viable alternative? North American Journal of Fisheries Management 4: 266-272.

Platts, W. S., and M. Onishuk. 1984. Don't cuss the brush. Montana Outdoors 15(3).

Platts, W. S. 1984. Compatibility of livestock grazing strategies with riparian-stream systems. In: Proceedings, 1984. Pacific Northwest range management short course, range watersheds, riparian zones and economics, interrelationships in management and use, Corvallis, OR. Corvallis, OR: Oregon State University, 67-74.

Platts, W. S., D. C. Burns, A. Espinosa, T. C. Bjornn, and J. S. Irving. 1984. A guide for predicting salmonid response to sediment yields in the Idaho batholith. U.S. Department of Agriculture, Forest Service, Intermountain Region Special Publication. 68 pp.

Platts, W. S. 1984. Determining and evaluating riparian-stream enhancement needs. In: Proceedings Pacific Northwest stream habitat workshop, Humboldt State University, Arcata, California.

Van Deventer, J. S., and W. S. Platts. 1984. Sampling and estimating fish populations from streams. 48th North American wildlife and natural resource conference: 349-354.

Armour, C. L., K. P. Burnham, and W. S. Platts. 1984. Field methods and statistical analysis for monitoring small salmonid streams, U.S. Department of Interior Special Publication, 98 pp.

Platts, W. S., R. L. Nelson, O. Casey, and V. Crispin. 1983. Riparian stream habitat conditions on Tabor Creek, Nevada, under grazed and ungrazed conditions. Reprinted from: Western Proceedings: 63rd Annual Conference of the Western Association of Fish & Wildlife Agencies, 1983 July 10-14, Teton Village, WY. Boise, ID: Western Association of Fish and Wildlife Agencies: 162-174.

Platts, W. S., and R. L. Nelson. 1983. The electronic capacitance meter: a tool for evaluating riparian fishery habitat. North American Journal of Fisheries Management 3(3): 219-227.

Platts, W. S., et al. 1983. Livestock interactions with fish and their environments. In: Menke, John W., ed., Proceedings of the workshop on livestock and wildlife fisheries relationships in the Great Basin, 1977 May 3-5, Sparks, NV. Special Publication 3301, Berkeley, CA: University of California, Division of Agricultural Sciences, 36-41.

Platts, W. S., and W. R. Meehan. 1983. Livestock grazing and fish environments: situations and needs. In: Menke, John W., ed., Proceedings of the workshop on livestock and wildlife fisheries relationships in the Great Basin, 1977 May 3-5, Sparks, NV. Special Publication 3301, Berkeley, CA: University of California, Division of Agricultural Sciences, 36-41.

Platts, W. S., and R. L. Nelson. 1983. Population fluctuations in the Humboldt cutthroat trout of Gance Creek, Nevada. Cal-Neva Transactions.

Platts, W. S. 1983. Vegetation requirements for fisheries habitats. In: General Technical Report INT-157, Proceedings of symposia: Managing intermountain rangelands -- improvement of range and wildlife habitat: 184-188.

Platts, W. S. 1983. How many stream habitat evaluation systems do we need - less than a million. In: Proceedings of the 63rd annual conference of the Western Association of Fish and Wildlife Conservation Agencies, July 10-14, Teton Village, WY. Boise, ID: Western Association of Fish and Wildlife Agencies: 212-220.

Platts, W. S., and F. E. Partridge. 1983. Inventory of salmon, steelhead trout and bull trout: South Fork Salmon River, Idaho. In: Research Note, INT-324. U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 9 pp.

Platts, W. S., W. F. Megahan, and G. W. Minshall. 1983. Methods for evaluating stream, riparian and biotic conditions. In: General Technical Report, INT-138. U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 70 pp.

Platts, W. S. 1983. Those vital streambanks. Idaho Wildlife Review 3(9): 7-10.

Lotspeich, F. B., and W. S. Platts. 1982. An integrated land-aquatic classification system. North American Journal of Fisheries Management 2: 138-149.

Platts, W. S. 1982. Livestock and riparian-fishery interactions; what are the facts? In: Transactions of the 47th North American Wildlife and Natural Resources Conference 42: 507-515.

Platts, W. S. 1982. Road standards - fisheries. In: Forest access symposium, Nov. 12-13, 1982, Coeur d'Alene, Idaho. Moscow, ID: College of Forestry, Wildlife and Range Sciences, University of Idaho, 21 pp.

Platts, W. S. 1981. Streamside management to protect bank-channel stability and aquatic life. In: Interior West Watershed Management, Proceedings of a symposium held April 8, 9, and 10, 1980, Spokane, WA. Washington State University Cooperative Extension, Pullman, WA.

Platts, W. S. 1981. Stream inventory garbage in - reliable analysis out: only in fairy tales. In: Proceedings of a symposium, Acquisitions and utilization of aquatic habitat inventory information, Portland, OR: Western Division, American Fisheries Society, 75-84.

Lotspeich, F. B., and W. S. Platts. 1981. An integrated land-aquatic classification. In: Proceedings of a symposium, Acquisitions and utilization of aquatic habitat inventory information, Portland, OR: Western Division, American Fisheries Society, 1083-108.

Martin, S. B., and W. S. Platts. 1981. Influence of forest and rangeland management on anadromous fish habitat in Western North America. 8. Effects of mining. In: General Technical Report PNW-119. U.S. Department of Agriculture, Forest Service, Pacific Northwest Forest and Range Experiment Station, 15 pp.

Platts, W. S. 1981. Influence of forest and rangeland management on anadromous fish habitat in Western North America. Effects of livestock grazing. In: General Technical Report, PNW-124. U.S.

Department of Agriculture, Forest Service, Pacific Northwest Forest and Range Experiment Station, Number 7, 25 pp.

Platts, W. S. 1981. Protection and enhancement of Pacific salmonids on ranges grazed by livestock: an overview. In: Proceedings: propagation, enhancement, and rehabilitation of anadromous salmonid populations and habitat in the Pacific Northwest symposium, October 15-17, Arcata, CA: Humboldt State University, California Cooperative Fishery Research Unit, 62-65.

Platts, W. S. 1981. Sheep and cattle grazing strategies on riparian-stream environments. In: Proceedings of the Wildlife-Livestock Relationships Symposium, 10-22, Coeur d'Alene, ID. Moscow, ID: University of Idaho, Forest, Wildlife and Range Experiment Station, 251-270.

Platts, W. S. 1981. Sheep and streams. *Rangelands* 3(4): 158-160.

Platts, W. S. 1981. Effects of sheep grazing on a riparian-stream environment. Research Note, INT-307. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 6 pp.

Platts, W. S. 1981. Impairment, protection and rehabilitation of Pacific salmonid habitats on sheep and cattle ranges. In: Hassler, Thomas J., ed., Proceedings: propagation, enhancement, and rehabilitation of anadromous salmonid populations and habitats in the Pacific Northwest, October 15-17, Arcata, CA: Humboldt State University, California Cooperative Fishery Research Unit, 82-92.

Platts, W. S., and V. Penton. 1980. A new freezing technique for sampling salmonid redds. Research Paper INT-248, U.S. Department of Agriculture, Intermountain Forest and Range Experiment Station.

Platts, W. S., and D. A. Andrews. 1980. Aquatic macroinvertebrates within the phosphate mining area of eastern Idaho. Research Note INT-298, U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station.

Platts, W. S., and S. B. Martin. 1980. Management of stream riparian habitat zones in the western United States. In: USDI-Fish and Wildlife Service Technical Publication, (USDI-USDA).

Platts, W. S., and S. B. Martin. 1980. Return of the South Fork salmon. *Idaho Wildlife* 2(4): 3-9.

Megahan, W. F., W. S. Platts, and B. Kulesza. 1980. Riverbed improves over time: South Fork salmon. Symposium on watershed management, American Society of Civil Engineering, NY, Vol. I: 380-395.

Platts, W. S., P. Cuplin, V. Carter, P. Janes, E. B. Terrell, and F. D. Theurer. 1980. An aquatic classification for integration into range planning and management. In: 33rd annual meeting of American Society of Range Management, 30 pp. Abstract.

Platts, W. S. 1980. Overview of the riparian/fish habitat issue in the Western United States. 60th annual conference of the western association of Fish and Wildlife Agencies, 195-201.

Platts, W. S. 1980. Livestock grazing and riparian/stream ecosystems. In: National Society for Range Management, 33rd annual meeting. Abstract.

Platts, W. S. 1980. A plea for fishery classification. Fisheries 5(1): 2-6.

Platts, W. S., M. A. Shirazi, and D. H. Lewis. 1979. Sediment particle sizes used by salmon for spawning, with methods for evaluation. EPA Report 600/3-79-043. Corvallis, OR: U.S. Environmental Protection Agency, Environmental Research Laboratory, 33 pp.

Platts, W. S. 1979. Including the fishery system in land use planning. In: General Technical Report INT-60. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 37 pp.

Platts, W. S. 1979. Relationships among stream order, fish population, and aquatic geomorphology in an Idaho river drainage. Fisheries 4(2): 5-9.

Platts, W. S., and S. B. Martin. 1979. Livestock grazing and logging effects on trout. Trout Unlimited, Vienna, VA. In: Forum wild trout II - grazing and riparian/stream ecosystems. Washington, D.C.: U.S. Department of Interior, Fish and Wildlife Service.

Platts, W. S., S. B. Martin, and E. R. J. Primbs. 1979. Water quality. An Idaho stream degraded by acid mine waters. General Technical Report INT-67. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 19 pp.

Meehan, W. R., and W. S. Platts. 1978. Livestock grazing and the aquatic environment. Journal of Soil and Water Conservation 33(6): 274-278.

Platts, W. S. 1978. Livestock interactions with fish and their environments: a symposium summary. In: Cal-Neva Wildlife Transactions, 92-98.

Platts, W. S. 1978. Livestock interactions with fish and aquatic environments: Problems in evaluation. Transactions 43rd North

American wildlife national resource conference, Wildlife Management Institute, Washington, D.C., 498-504.

Platts, W. S. 1978. Livestock grazing and riparian-stream ecosystems. In: Proceedings, forum on grazing and riparian stream ecosystems, Oliver B. Cope, ed., Trout Unlimited, Inc., Vienna, VA, 39-45.

Platts, W. S., and S. B. Martin. 1978. Hydrochemical influences on the fishery within the phosphate mining area of eastern Idaho. Research Note INT-246. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 15 pp.

Platts, W. S., and F. E. Partridge. 1978. Rearing of chinook salmon in tributaries of the South Fork Salmon River, Idaho. Research Paper INT-205. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Forest and Range Experiment Station, 11 pp.

Primbs, E. R., and W. S. Platts. 1976. The colonization of the South Fork Salmon River by the Columbia Sculpin (*Cottus _____ Hubbsi _____*). Journal of the Idaho Academy of Science 12(1): 47-49.

Platts, W. S. 1976. Validity of methodologies to document stream environments for evaluating fishery conditions. In: Proceedings of a symposium and special conference on instream flow needs, Bethesda, MD: American Fisheries Society Vol. II: 267-286.

Platts, W. S. 1976. The place of the aquatic specialist in the interdisciplinary approach to solving instream flow problems. In: Proceedings to a symposium and special conference on instream flow needs, Bethesda, MD: American Fisheries Society Vol. II: 636-643.

Platts, W. S., and W. F. Megahan. 1975. Time trends in riverbed sediment composition in salmon and steelhead spawning areas: South Fork Salmon River, Idaho. In: North American wildlife and natural resources conference, Wildlife Management Institute: Washington, D.C., 229-239.

Platts, W. S. 1974. Geomorphic and aquatic conditions influencing salmonids and stream classification with application to ecosystem classification. Billings, MT: U.S. Department of Agriculture, Forest Service, SEAM Program, 199 pp.

Platts, W. S. 1974. Methodology for classifying aquatic environments in mountainous lands for entry into land use planning. In: Proceedings of William S. Sigler symposium, Utah State University, 25 pp.

Platts, W. S. 1974. Environmental effects of surface mining and the need for ecosystem management. In: Proceedings, 39th American wildlife and natural resources conference, 483-487.

Platts, W. S. 1973. Water and land planning and the fishery resource. In: Western Proceedings, 53rd annual conference of the western association of State Game and Fish Commissioners, 590-593.

Corliss, J. C., R. D. Pfister, W. S. Platts, R. Phillips, and F. Hall. 1973. ECOCLASS: A method for classifying ecosystem -- a task force analysis. USDA Forest Service, Intermountain Forest and Range Experiment Station, Missoula, Montana, 52 pp.

Mickelson, H. L., N. C. Kulesza, C. R. Stevenson, and W. S. Platts. 1973. Review and analysis of the South Fork Salmon River rehabilitation program. USDA Forest Service, Intermountain Region, Boise National Forest, Boise, Idaho.

Platts, W. S. 1972. The effects of heavy metals on anadromous runs of salmon and steelhead in the Panther Creek drainage, Idaho. In: Western Proceedings, 52nd annual conference of the western association of State Game and Fish Commissioners, 582-600.

Platts, W. S. 1970. The effects of logging on the aquatic habitat of the South Fork Salmon River, Idaho. In: Western Proceedings, 50th annual conference of the western association of State Game and Fish Commissioners, 182-185.

Platts, W. S. 1966. The Idaho conservation officer's responsibility in controlling wildlife habitat destruction. In: Western Proceedings, 46th annual conference of the western association of State Game and Fish Commissioners, 345-349.

Platts, W. S. 1966. Wildlife law enforcement. Idaho Wildlife Review 19(2): 10-11.

Platts, W. S. 1966. Modern wildlife enforcement. Idaho Wildlife Review 19(1): 12-13.

Platts, W. S. 1966. Sand and silt = death! Idaho Wildlife Review 18(4): 3-5.

Platts, W. S. 1965. High dams against the sturgeon - battle of the century. Idaho Wildlife Review 18(2): 3-5.

Platts, W. S. 1965. The catfish spread. Idaho Wildlife Review 18(4): 7.

Platts, W. S. 1965. Trails to the sky! Idaho Wildlife Review 17(6): 3.

Platts, W. S. 1965. Color me pinkish-orange. 1965 Idaho Wildlife Review 15(1): 13.

Platts, W. S. 1965. Lamprey of Idaho. Idaho Wildlife Review 17(5): 6-7.

Platts, W. S. 1965. Fishing for catfish--Snake River style. Idaho Wildlife Review 17(6): 6-7.

Platts, W. S. 1965. Chasing the big cats. Western Outdoors 12(2): 12-15.

Platts, W.S. 1964. Salmon and steelhead investigations, Annual Progress Report F-49-R-3, Idaho Department of Fish and Game, Boise, Idaho.

Platts, W. S. 1964. Float fishing in Idaho. Idaho Wildlife Review 17(2): 3-7.

Platts, W. S. 1964. The Mystic Seven Devils Lakes. Idaho Wildlife Review 17(1): 3-5.

Platts, W. S. 1964. The white sturgeon--a prize trophy. Idaho Wildlife Review 16(5): 8-10.

Platts, W. S. 1964. Predator hunting for sport. Idaho Wildlife Review 16(4): 11-13.

Platts, W. S. 1964. Heavenly fishing in the Canyon of Hell. Western Outdoors 2(2): 16-19.

Platts, W. S. 1964. Physical, biological, and ecological factors affecting rate of return to planted trout, Idaho Fish and Game Department Special Report, F32-R-6, 26-32.

Platts, W. S. 1963. Fishing Hells Canyon. Idaho Wildlife Review 15(5): 8-11.

Platts, W. S. 1963. The aquatic cycle of life. Idaho Wildlife Review 15(6): 11-12.

Platts, W. S. 1962. Beaver and trout. Idaho Wildlife Review 14(4): 6-7.

Platts, W. S. 1962. It takes water. Idaho Wildlife Review 14(5): 8-9.

Platts, W. S., et. al. 1962. Salmon and steelhead investigations. Idaho Fish and Game Department Special Report, F-49-R-2, 40-91.

Platts, W. S. 1960. Fishing Strawberry. Utah Fish and Game Magazine 16(4): 12-14.

Platts, W. S. 1959. Food habits of the cutthroat trout in Strawberry Reservoir, Utah. Utah Academy of Sciences, 1960. 37: 119-121.

Jeppson, P., and Platts, W. S. 1959. Ecology and control of the Columbia Squawfish in northern Idaho lakes. Transactions of the American Fisheries Society 88: 197-202.

Platts, W. S. 1959. The natural reproduction of cutthroat trout in Streeper Creek, Utah. Utah Academy of Sciences, 1960. 138: 128-130.

Platts, W. S. 1959. Homing movements and mortality of wild cutthroat trout spawned artificially. Progressive Fish Culturist 21(1): 36-38.

Platts, W. S. 1958. Age and growth of the cutthroat trout in Strawberry Reservoir, Utah. Utah Academy of Sciences 35: 101-103.

Platts, W. S. 1958. The natural reproduction of trout and salmon. Idaho Wildlife Review VII(2): 8-11.

Platts, W. S. 1958. A comparison of limnological data collected from Lake Pend Oreille during and after dam construction with food habits of the kokanee. Idaho Fish and Game Department Special Publication F3-R-8, 73.

Platts, W. S. 1958. Notes on age and growth of kokanee from Priest and Upper Priest Lakes. Idaho Fish and Game Department Special Report, 7.

Platts, W. S. 1957. The cutthroat trout. Utah Fish and Game Magazine 13(10): 4.

Miscellaneous Publications

Platts, W. S. 1990. Managing fisheries and wildlife on rangelands grazed by livestock: A guidance and reference document for biologist. Nevada Department of Wildlife. 186 pp.

Platts, W. S. 1982. Management and protection of Western riparian stream ecosystems. American Fisheries Society Western Division, Special Publication.

Platts, W. S. 1982. Research natural areas in Nevada and Utah. The Nature Conservancy. 159 pp.

Platts, W. S. 1982. A user guide for hydrology. USDA Forest Service SEAM Program special publication.

Platts, W. S. 1981. Wildlife user guide for mining. USDA Forest Service Special Report.

Platts, W. S. 1980. Streamside areas and management dividends. U.S. Department of the Interior Fish and Wildlife Service Biological Services Program special publication FWS/OBS-80-55. 1980. 8 pp.

Platts, W. S. 1980. Mined land reclamation for fish and wildlife in the Eastern United States. U.S. Department of the Interior special publication.

Platts, W. S. 1980. Developing strategies for rangeland management. National Research Council, Washington, D.C. 1981. 91 pp.

Platts, W. S. 1979. Field conditions and how they affect fishery methodology. Proceedings of the Idaho Water Resources Workshop, pp. 115-117.

Hill, M.T., W. S. Platts and C. Benz. 1994. Integrating biodiversity and sustainable development in a watershed ecosystem: approach. In. Klamath Basin Fisheries Symposium, Eureka, California, Cooperative Fishery Research Unit, Arcata, California.

Platts, W.S. 1995. Survey of the biological literature (Bull trout). In. Andrus Center For Public Policy, Searching for Solutions: Solving the Bull Trout Puzzle — A Science and Policy Conference. Boise State University, Boise, Idaho.

Rinne, J., R. Lafayette, W.S. Platts, S. Jensen and G. Ahlborn. 1996. Evaluation watershed-riparian improvement projects. USDA Forest Service General Technical Report, Rocky Mountain Forest Experiment Station, Fort Collins, Colorado.

Platts, W.S. 1987. Managing riparian systems: An integrative approach. The Chiles Award Papers, The High Desert Museum, Bend, Oregon.

Hill, M.T. and W.S. Platts. 1998. Ecosystem Restoration: A case study in the Owens River Gorge, California. Fisheries (23)11:18-27.

Kay, C.E. and W.S. Platts. 1998. Viewpoint: Ungulate herbivory, willows, and political ecology in Yellowstone. Journal of Range Management, 50(2)139-145.

REPORTS

Dobkin, D.S.; F.J. Singer; and W.S. Platts. 2003. Ecological Condition and avian response in willow, aspen, and cottonwood communities of the National Elk Refuge, Jackson, Wyoming. High Desert Ecological Research Institute, Bend, OR.

Platts, W. S., and T. W. Hillman. 1994. A general evaluation of the USDA - USDI environmental assessment of interim strategies for

managing anadromous fish-producing watersheds in eastern Oregon and Washington, Idaho, and portions of California. Report to the Intermountain Forest Industry Association, Coeur d'Alene, ID. 19 pp.

Platts, W. S., and P. J. Novak. 1994. Riparian grazing management plan for Los Angeles Department of Water and Power Upper Owens River ranches, Boise, Idaho.

Novak, P., and W. S. Platts. 1993. Riparian re-vegetation plan for the Owens River gorge (Year One). Draft. Los Angeles Department Water and Power, Bishop, CA, and Don Chapman Consultants, Inc., Boise, ID.

Platts, W. S. 1993. Ecological monitoring of Jacoby Creek: a plan to evaluate logging affects. Rough draft. Submitted to Simpson Timber Company, Korb, CA.

Hill, M. T., W. S. Platts, and S. A. Jensen. 1993. Microhabitat and riparian data base for the Owens River Gorge, California. Los Angeles Department of Water and Power, Bishop, CA.

Platts, W., M. Hill, T. Hillman, and M. Miller. 1993. Preliminary status report on bull trout in California, Idaho, Montana, Nevada, Oregon, and Washington. Intermountain Forest Industry Assoc., Coeur d'Alene, ID. 245 pp.

Chapman, D. W., and W. S. Platts. 1993. Status of the trout habitat and fishery in Rush Creek, California, from Mono Gate 1 to the Confluence of Parker Creek in the present and before 1941. Direct Testimony: Stream Issues. Los Angeles Department of Water and Power.

Hillman, T. W., and W. S. Platts. 1993. Survey plan to detect the presence of bull trout. Report to Intermountain Forest Industry Association, Coeur d'Alene, ID. 52 pp.

Hill, M., and W. S. Platts. 1993. Identification of river flow requirements for fish, wildlife, and riverine-riparian habitats in the lower Owens River, California. Study plan. Prepared for Los Angeles Department of Water and Power, Los Angeles, California.

Novak, P., and W. S. Platts. 1993. Proposed grazing plan, Chance Ranch - Mammoth, CA. Draft. Los Angeles Department Water and Power, Bishop, CA, and Don Chapman Consultants, Inc., Boise, ID.

Platts, W. S., and J. Caywood. 1992. Environmental Assessment: Junction Allotment Management Plan, Bridgeport Ranger District. USDA - Forest Service, Intermountain Region, Toiyabe National Forest.

Platts, W. S. 1992. Prefatory field trip notes from a Tracy rock sharp-tailed grouse mitigation project review with preliminary management recommendations and conclusions. Don Chapman Consultants, Inc.

Platts, W. S. 1992. A two day field review of the Florence, American River, and Merton Meadow allotments on the Nez Perce National Forest, Idaho. Submitted to Nez Perce National Forest, Grangeville, Idaho.

Platts, W. S. 1992. An evaluation of the Fish Creek, Oregon habitat modification, resulting fish response, and monitoring and evaluation effectiveness (with recommendations and conclusions). Submitted to Bonneville Power Administration.

Platts, W. S., and D. W. Chapman. 1992. Status of chinook salmon spawning and rearing habitat in the Salmon River drainage. Don Chapman Consultants, Boise, ID.

Platts, W. S. 1992. Finding water for public uses. Idaho Rivers United Public Symposium, Boise, ID.

Ahlborn, G., W. S. Platts, T. Haynes, and S. Jensen. 1992. Evaluation of watershed and riparian treatments. U. S. Forest Service Southwestern Region, USDA Forest Service, Rocky Mountain Forest and Range Experiment Station, Fort Collins, CO.

Platts, W. S. 1991. Evaluation of riverine-riparian habitats on Los Angeles Department of Water and Power lands in the Crowley-Mammoth Lake area, CA. Don Chapman Consultants, Boise, ID.

Hill, M., W. Platts, D. Chapman, S. Jensen, R. Salter, G. Ahlborn, T. Holland, J. Crockett, K. Pratt, K. Gebhardt, T. Frest, C. Myers, C. Yarborough, and T. Hardin. 1991. Ecology of the Middle Snake River. L.B. Industries, Inc., Boise, ID.

Beschta, R. L., W. S. Platts, and B. Kaufmann. 1991. Field review of projects designed for fish habitat improvement in the Grande Ronde and John Day Basins of Eastern Oregon. For the Bonneville Power Administration.

Platts, W. S. 1991. Field Inspection Report to Bonneville Power Administration, John Day River drainage. Report 3. Don Chapman Consultants, Boise, ID.

Platts, W. S. 1991. Field inspection report to Bonneville Power Administration - John Day and Grande Ronde River drainages. Don Chapman Consultants, Boise, ID.

Platts, W. S., and S. Jensen. 1991. Pine Creek assessment for determining grazing allotment strategies, Eagle Lake watershed, Larsen County, CA. Don Chapman Consultants, Boise, ID.

Platts, W. S. 1991. A Prefatory report on Sproul Creek, California environmental conditions as related to salmonids. Don Chapman Consultants, Boise, ID.

Platts, W. S., and M. T. Hill. 1991. Preliminary comments on MDFWP objections to Burlington Northern Railroad proposal to modify the Stanton Creek railroad crossing. Don Chapman Consultants, Boise, ID.

Chapman, D., A. Giorgi, M. Hill, A. Maule, S. McCutcheon, D. Park, W. Platts, K. Pratt, J. Seeb, L. Seeb, and F. Utter. 1991. Status of Snake River chinook salmon. Don Chapman Consultants, Inc., Report to Pacific Northwest Utilities Conference Committee, Portland, Oregon.

Hill, M. T., and W. S. Platts. 1990. Identification of river flow requirements for riverine-riparian habitats in the Snake River from C.J. Strike Dam to Brownlee Pool. U.S. Department of the Interior and Idaho Power Co. Study Plan, Boise, ID.

Chapman, D. W., W. S. Platts, D. Park, and M. Hill. 1990. Status of Snake River sockeye salmon. Final Report to Pacific Northwest Utilities Conference Committee, Portland, Oregon.

Platts, W. S., and R. W. Phillips. 1990. A field review of Forest Service stream rehabilitation projects in John Day River tributaries. Don Chapman Consultants, Boise, Idaho.

Novak, Patti J., and W.S. Platts. 1994. Proposed riparian grazing management plan for Los Angeles Department of Water and Power Upper Owens River Ranches upstream from the Benton Crossing Road. Four J Cattle Company. Review draft.

Platts, W.S., and Tracy W. Hillman. 1994. Interim strategies for managing anadromous fish-producing watersheds in eastern Oregon and Washington, Idaho and portions of California. USDA - USDI environmental assessment. Don Chapman Consultants, Boise, Id.

Platts, W.S. and John Caywood. 1994. Recommendations for gaining land management changes in the Swanson Lakes Management area to benefit sage and sharp-tailed grouse in Lincoln County, Washington. Don Chapman Consultants, Boise, Idaho.

W.S. Platts and John Caywood. 1994. Technical Consultants on Environmental Assessment, Junction Allotment Management Plan, Bridgeport Ranger District, USDA - Forest Service Intermountain Region Toiyabe National Forest by Scott Conroy.

W.S. Platts. Presentation on Finding Water for Public Uses. 1992. Part of Idaho Rivers United Public Symposium: Idaho Rivers: Working For Everyone. Abstracts of presentations, Boise, Id.

Hagler-Bailey (W.S. Platts contributor). 1995. Fish population survey Panther Creek, Idaho. Submitted to State of Idaho and National Oceanic and Atmospheric Administration.

Grossman, D., W.S. Platts and 6 other authors. 1998. Ecological Classification. USDA Forest Service Special Publication, Washington, D.C.

RANCH, LEASE, AND ALLOTMENT GRAZING MANAGEMENT PLANS

Junction Grazing Allotment. 1998. USDA Forest Service, Toybia National Forest, Bridgeport Ranger District, Bridgeport, CA.

Battle Mountain Grazing Allotment. 1991. Con-Agri, Battle Mountain, NV.

Independence Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Colosseum Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Big Pine Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Aberdeen Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Horseshoe Grazing Lease. 2003. Los Angeles Department of Water and Power, Bishop, CA.

Hogback Grazing Lease. 2003. Los Angeles Department of Water and Power, Bishop, CA.

Homeplace Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Archie Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Lubkin Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Georges Creek Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Islands Grazing Lease. 1996. Los Angeles Department of Water and Power, Bishop, CA.

Delta Grazing Lease. 1996. Los Angeles Department of Water and Power, Bishop, CA.

Thibaut Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Laws Grazing Lease. 1996. Los Angeles Department of Water and Power, Bishop, CA.

Fish Slough Grazing Lease. 2002. Los Angeles Department of Water and Power, Bishop, CA.

Eight Mile Grazing Lease. 2000. Los Angeles Department of Water and Power, Bishop, CA.

Lone Pine Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Olancho Creek Grazing Lease. 1998. Los Angeles Department of Water and Power, Bishop, CA.

Twin Lakes Grazing Lease. 1996. Los Angeles Department of Water and Power, Bishop, CA.

Blackrock Grazing Lease. 1995. Los Angeles Department of Water and Power, Bishop, CA.

Mammoth Grazing Lease. 1989. Los Angeles Department of Water and Power, Bishop, CA.

Convict-McGee Grazing Lease. 1989. Los Angeles Department of Water and Power, Bishop, CA.

Benton Crossing Grazing Lease. 1990. Los Angeles Department of Water and Power, Bishop, CA.

Four-J Cattle Company Grazing Lease. 1990. Los Angeles Department of Water and Power, Bishop, CA.

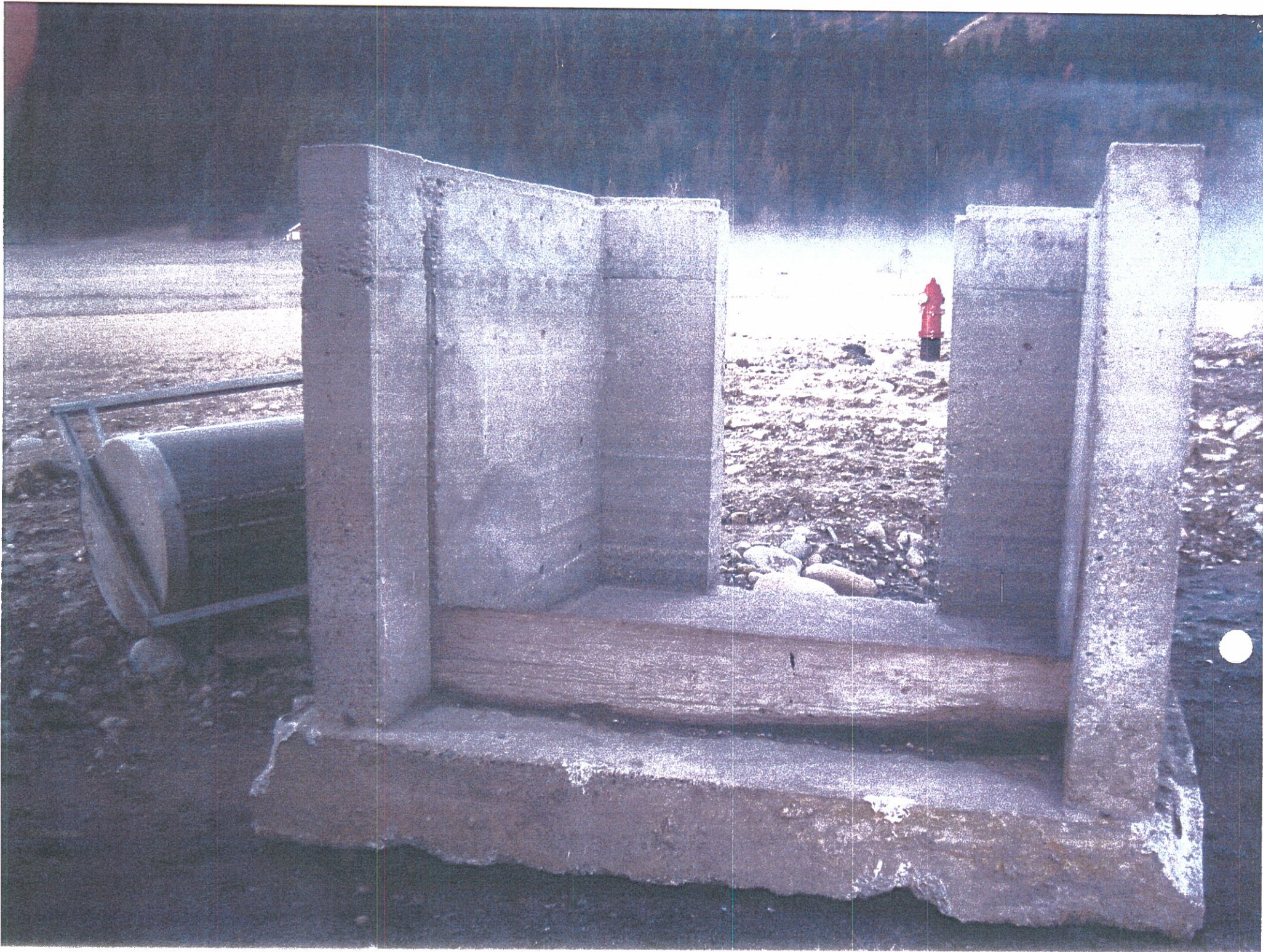
Cashbaugh Livestock Company Grazing Lease. 1990. Los Angeles Department of Water and Power, Bishop, CA.

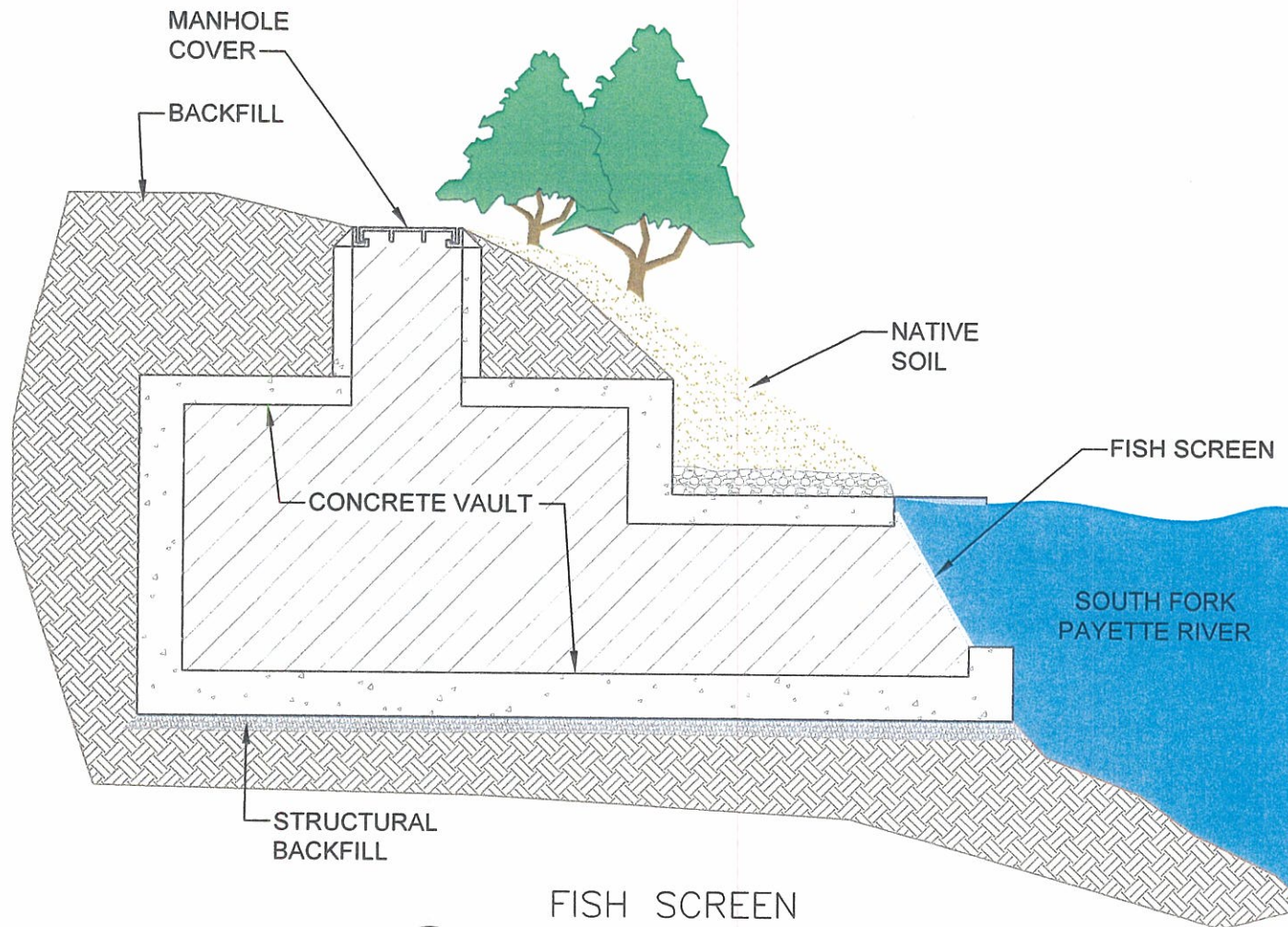
J and L Livestock Company Grazing Lease. 1990. Los Angeles Department of Water and Power, Bishop, CA.



APPLICANT'S
Exhibit 24







FISH SCREEN
STRUCTURE SECTION

A
FIG 1

APPLICANT'S
Exhibit 25



SPF WATER
ENGINEERING

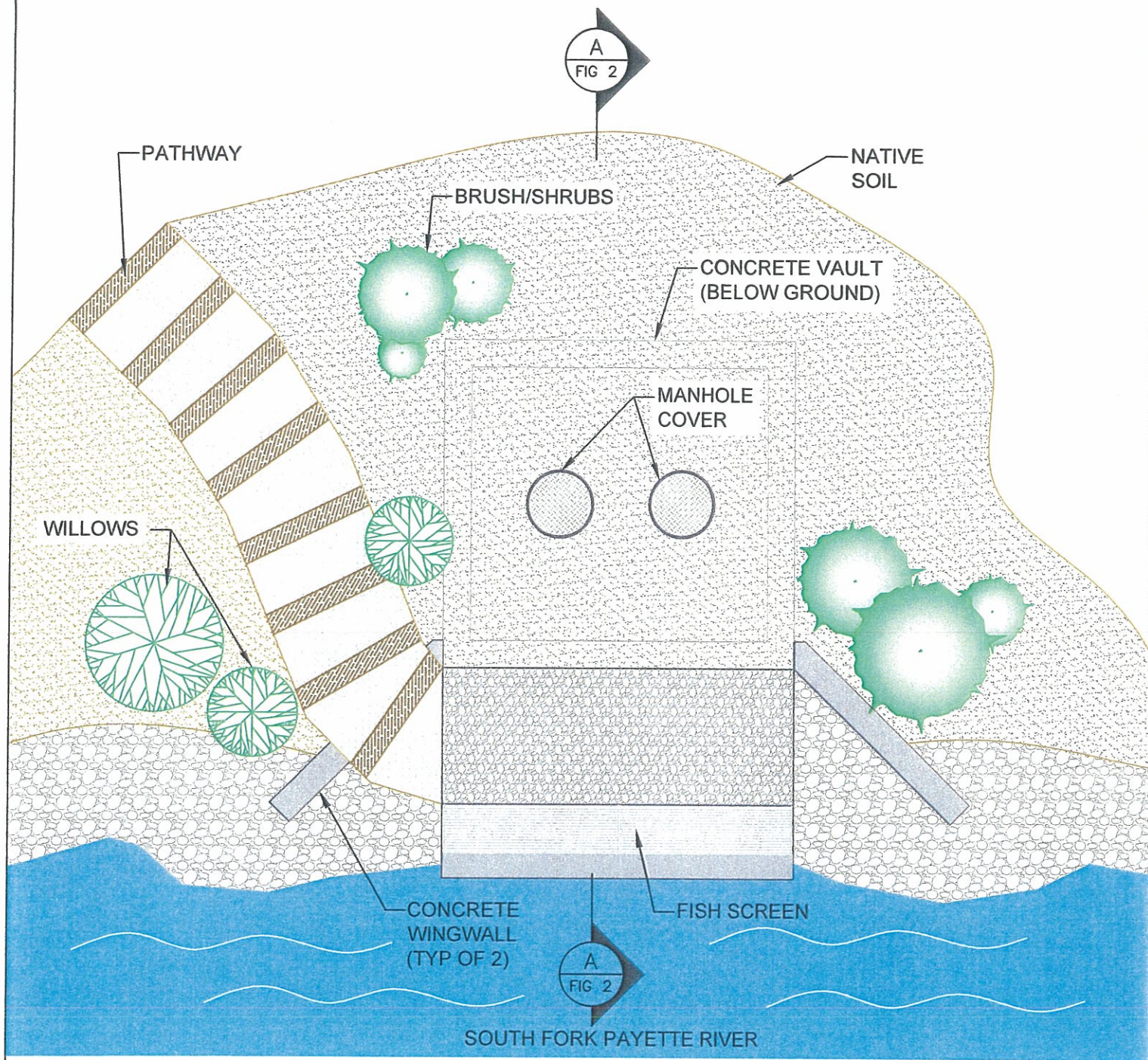
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

SOUTH FORK LANDING
FISH SCREEN STRUCTURE

SCALE: NTS

DRAWN BY: SCB

FIGURE 2



FISH SCREEN STRUCTURE
PLAN VIEW



SPF WATER
ENGINEERING

300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

SOUTHFORK LANDING
FISH SCREEN STRUCTURE

SCALE: 3/16" = 1'
DRAWN BY: SCB

FIGURE 1

CURRICULUM VITAE

Karl Gebhardt, P.E., P.H.
Resource Systems, Inc.
10306 Harvester Dr.
Boise, ID 83709
(208) 376-5264

EDUCATION:

B.S. Civil Engineering, University of Utah
M.S. Civil and Environmental Engineering, Utah State University

EMPLOYMENT:

1983 to present: Resource Systems, Inc., Hydrologist/Environmental Engineer. Principal.

1978 – 2008: Senior Technical Specialist-Hydrologist/Environmental Engineer, USDO Bureau of Land Management, Idaho State Office, retired.

WORK EXPERIENCE:

Mr. Gebhardt is a nationally recognized expert in watershed management, hydrology, riparian management, and hazardous waste remediation. His experience is very unique having a 32+year career with the U.S. Bureau of Land Management (BLM) as a Senior Technical Specialist and as a private consulting engineer for Resource Systems, Inc. which he founded. For the BLM he provided services in the disciplines of hazardous waste management, riparian management, and watershed management for which he received numerous performance awards. In that capacity, he authored much of the BLM's technical and policy guidance. As a private consultant for Resource Systems, Inc. he pioneered riparian and wetland training through his participation with Dr. Donald Chapman and Dr. William Platts in the early 1980's. His work with Resource Systems, Inc. has included projects for developers, government, and environmental groups focused on maximizing the resource given the constraints of project goals. He has provided Trout Unlimited with assistance on trout recovery for many years. He has provided numerous hydraulic modeling, water quality, and hydrologic analysis to solve or reduce problems related to flooding, contamination, and watershed management.

Has provided environmental services (wetland delineation and mitigation, flood studies, floodplain mapping, wildlife, water quality) to nearly every major controversial development involving the Boise River and tributaries. Some major projects include: Banbury Meadows Golf Course, Spurwing Golf Course, Two Rivers, Island Woods, Eagle River, Riverine, Spring Meadow, Surprise Valley, Rivers End, G & B Redi-Mix, Mike's Sand and Gravel, Three Rivers Ranch, Hulls Gulch, Idaho Concrete, Harris Ranch, Lakemoor, Two Rivers, The Shores, Barber Station, Heron River, River Ranch, and others.

Has conducted numerous flood and floodplain analyses including successful acceptance of analysis of flood plain mapping before FEMA, expert witness work before U.S. District and other courts. Has prepared more than 100 wetland delineations and studies.

Has conducted numerous water quality studies and water quality modeling studies. Represented the State of Idaho as an expert witness on hydrology and contaminant transport in 1990. Assisted in research on western equine encephalitis.

Project Manager, Boise River Fish and Wildlife Habitat Study, City of Boise/Ada County. Team leader of the Barber Pool Management Plan effort for the Idaho Foundation for Parks and Lands. Has provided hydrologic assistance to the Idaho Foundation for Parks and Lands for more than 10 years. Served on the hydrologic technical committee for the 8th Street Fire. Assisted in the diversion study at Eagle Island. Assisted in the diversion study of the Boise and Payette Rivers for Quadrant Engineering. Named by City of Boise to the FEMA Advisory Committee.

Has developed unique solutions to environmental challenges for private development, federal, and state

government throughout the western United States, including Alaska.

Nationally Recognized Expert on Riparian and Wetland Management and Restoration. Recipient of special award for developing national wetland-riparian classification methodology (BLM, SCS, Fish and Wildlife Service). Co-authored the national USFS/BLM procedures for Hydrologic Condition Analysis. Co-authored the national BLM procedure for Proper Functioning Condition of riparian systems, Riparian area management: a user guide to assessing proper functioning condition and the supporting science for lotic areas. 1998. Authored Riparian area management : Riparian and wetland classification review 1990, Riparian and Wetland Classification, Review and Application 2005. Designer of numerous riparian, fishery, and wetland restoration and creation projects.

Wetland/hydrologic consultant to City of Boise, Ada County, State of Idaho, Boise City Parks and Recreation, Idaho Department of Parks and Recreation, Idaho Department of Fish and Game, Soil Conservation Commission, Natural Resource Conservation Service, City of Ontario, City of Eagle, Boise River 2000, Trout Unlimited.

Instructor of wetland hydrology, river mechanics, non-point source modeling for Don Chapman Consultants, Inc. Bureau of Land Management, BLM National Training Center/Wayne State University, National Park Service.

Experienced with many computer models including: HEP, HEC-1, HEC-2, QUAL2EU, HEC-RAS, HMS. Has written several computer models for hydrologic analysis.

Assisted in the development of Boise River 2000.

Experienced in litigation support as expert witness. Has provided consulting services for many attorneys including the State of Idaho Attorney General, U.S. Attorney, and Department of Justice. He served as an expert witness for the State of Idaho in a case involving a large fish kill on the Little Salmon River.

PROFESSIONAL AFFILIATIONS (past and present):

Registered Professional Engineer, Registered Professional Hydrologist
American Society of Civil Engineers, Society of Wetland Scientists, American Institute of Hydrology
Water Environment Federation

SEMINARS AND INSTRUCTION CONDUCTED:

Seminar on Toxicity of Mercury, Cadmium, Zinc, Utah State Univ., 1976
Seminar on Hydrology of Virgin River, 1978
Seminar on Modeling, 1984, 1988-89.
Instructor, Coordinated Riparian Management 1988-1993
Instructor, Ecological Site Classification for Wetlands 1990-1995
Instructor, Hazardous Waste Pathways, 1991 - 1998
Instructor, Hazardous Waste Site Characterization 1992-1998
Instructor, Introduction to Hazardous Waste Management, 1988-1992
Instructor, Range Monitoring, Phoenix, 1985.
Instructor, Range School, Phoenix, 1987.
Instructor, Advanced Groundwater Hydrology, Phoenix, 1985 - 88.
Instructor, Soil, Water, Air School, Phoenix, 1986-87, 1989-90.
Instructor, Personal Computer Lab, 1987-90.
Instructor, Riparian Short Course, Salt Lake City, 1986.
Instructor, Riparian Short Course, Boise, Idaho, 1986-1987.
Instructor, Non-point pollution short course, Boise, Idaho. 1988, Reno, Nevada, 1989.
Seminar on Expert Systems, 1986, 1987.
Seminar on Fortran Programming on Personal Computers, 1986.
Seminar for State of Idaho on Landfill evaluation, 1986.
Invited Instructor, National Pesticide Applicators Training, 2000 - 2008
Invited Instructor, Non-Point Source Water Quality Management, 2000, 2001, National Training Center

HONORS, AWARDS, FELLOWSHIPS:

Recipient of Robert Ridgeway Award, Outstanding ASCE student chapter in U. S., 1974 while president.
Recipient of ASCE Senior Award, 1974.
Recipient of John Call Scholarship, 1973. University of Utah.
Outstanding scoutmaster award, 1978.
USU project grant, 1974. Utah State University.
EPA training grant, 1975. Utah State University.
President, American Institute of Hydrology, Idaho Section, 1987-current.
BLM Special Achievement Award. 1978, 1983, 1984, 1985, 1988-92, 1994-96
BLM Quality Increase Award. 1982, 1989, 1993
Dept. of Interior, Unit Award, 1980, 1992.
ASCE Certificate of Appreciation, 1980, 1984.
Keynote Speaker, Montana Riparian Association, 1989.
Program Chairman, Riparian Symposium, Society of Range Management, 1990.
Program Chairman, Use of Models, AWRA Modeling Symposium, 1990.
Facilitator, EPA Nonpoint Water Quality Workshop, New Orleans, 1991.
Panel Member, Creation of Wetland, No Net Loss Symposium, Boise, 1991.
Panel Member, Sedimentation Conference, Las Vegas, (March, 1991).
Invited Judge, Student Paper Award, Society of Wetland Scientists, 1990.
Invited Speaker, EPA Nonpoint Water Quality Workshop, Chicago, 1992
Invited Speaker, Colorado Riparian Association, November, 1992
Invited Speaker, Wetland and Water quality, Project Learning Tree, Boise, Idaho, 1991, 1992
Invited Speaker, Geomorphic Basis for Riparian Classification, Society for Range Mgt., 1993
Invited Instructor, Wetland/riparian Hydrology, Soil Conservation Society, 1993
Invited Instructor, Wetland Hydrology, The Nature Conservancy, 1993.
Invited Instructor, Environmental Law, National Training Center, 1995.
Invited Speaker, Water Allocation and Water Quality, National Wildlife Society, 1995.
Invited Chapter Author, ASCE Handbook of Hydrology
Invited Speaker, Watershed Management Symposium, 1998
Invited Speaker, Watershed Management 2000
Idaho Youth Soccer Association Volunteer of the Year 1998
Invited Speaker, BSU Stream Ecology, 1999, 2000, 2001
Invited Speaker, BSU, Graduate Seminar, 2000
Invited Instructor, National Pesticide Applicators Training, 2000 - 2004
Invited Instructor, Non-Point Source Water Quality Management, 2000, 2001, National Training Center
Invited opening speaker, Leadership Conference, Phoenix, Arizona, 2001, 2002
Program Committee Member, Idaho Non-point Source Water Quality Workshop, past 14 years

A list of publications and papers is available upon request.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AMENDED APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Eagle Springs Ranch, LLC Phone (208) 429-9596
Mailing address PO Box 2020 Boise, ID 83701
2. Source of water supply Ground Water which is a tributary of South Fork Payette River
Charters Creek, Coski Creek, Alder Creek, and Unnamed Stream which are tributaries of South Fork Payette River
South Fork Payette River which is a tributary of Payette River
3. Location of point of diversion GROUND WATER: T9N, R4E, Section 27 SESW, Section 34 NWNE (3 ponds), SENE (2 ponds), NESE, NWSE; Section 35 SWNW, NESW (4 ponds), NWSW, SWSW, SESW, NWSE, SWSE, Boise County.
One pond in each tract unless noted; 18 ponds total.
CHARTERS CREEK: 9N 4E Sec 34 SWNE COSKI CREEK: 9N 4E Sec 34 NESE
ALDER CREEK: 8N 4E Sec 2 SWNE UNNAMED STREAM: 9N 4E Sec 34 NWSE
SOUTH FORK PAYETTE RIVER: 9N 4E Sec 27 SESW, SWSE; Sec 34 NWNE, SENE, Sec 35 SWNW (2 ponds), SENW, NWSE
4. Water will be used for the following purposes:
Amount 12 cfs for Recreation purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 562 afa for Recreation Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 12 cfs for Aesthetic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 562 afa for Aesthetic Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 12 cfs for Diversion to Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 12 and/or (b) 562 afa
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source Headgates, ditches, and pumps divert into excavated ponds and associated water features. Additional pumps will recirculate water through constructed channels and water features.
 - b. Height of storage dam 0 feet; active reservoir capacity 562 acre-feet;
total reservoir capacity 562 acre-feet
 - c. Proposed well diameter is n/a inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? no
 - e. If well is already drilled, when? n/a; Drilling firm _____
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. _____



e. Other; describe fully. Aesthetic and recreation storage in a series of interconnected ponds with a total surface area of 39 acres and total volume of 62 acre-feet; aesthetic from storage in constructed stream amenities providing circulation between ponds. The proposed water bearing zone for ground water is from 0 to 20 feet.

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9N	4E	27									R, J		R, J	R, J			R, J		
		34	R, J	R, J	R, J	R, J	R, J			R, J					R, J	R, J			
		35							R, J		R, J	R, J	R, J	R, J		R, J	R, J		

R = Recreation, J = Aesthetic

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None for recreation and aesthetic uses. Water rights 65-5633, 65-5696, 65-13559, 65-13399, 65-8850, and 65-11324 are used for irrigation within the same permissible place of use.

11.a. Who owns the property at the point of diversion? Applicant (Sections 27, 28, 34) & Barnes Ventures, Inc. (Section 35 and Alder Creek POD at 8N 4E Sec 2 SWNE)

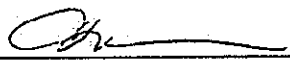
b. Who owns the land to be irrigated or place of use? Applicant (Sections 27, 28, 34) & Barnes Ventures, Inc. (Sec 35)

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Applicant has an agreement with the Barnes Ventures, Inc. for development on the Barnes Ventures, Inc. property.

12. Remarks: Existing irrigation water rights will be diverted into ponds then rediverted from ponds for irrigation use. See corresponding transfer application proposing changes to irrigation rights for irrigation uses within the same permissible place of use described above, and changing the nature of use of a portion of the irrigation uses to aesthetic uses to mitigate for the evaporation losses associated with the ponds proposed in this application.

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.


Signature of Applicant (and title, if applicable)

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ _____ Received by _____ # _____ Date _____
Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho:

1. Name of Applicant Eagle Springs Ranch, LLC Phone (208) 429-9596
Mailing address PO Box 2020 Boise, ID 83701
2. Source of water supply South Fork Payette River which is a tributary of Payette River
3. Location of point of diversion: 9N 4E Sec 27 SESW, SWSE; Sec 34 NWNE (SENE) Sec 35 (SNNW) (2 points), SENW, NWSE
4. Water will be used for the following purposes:
Amount 12 cfs for Recreation purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 12 cfs for Aesthetic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 12 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source Headgates, pumps divert into constructed ponds, streams and associated water features.
 - b. Height of storage dam 0 feet; active reservoir capacity n/a acre-feet;
total reservoir capacity n/a acre-feet
 - c. Proposed well diameter is n/a inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? no
 - e. If well is already drilled, when? n/a; Drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. Aesthetic and recreation flow for a series of interconnected ponds, streams and associated water features described in application for permit no. 65-23105.



9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
9N	4E	27									R, J		R, J	R, J			R, J		
		34	R, J	R, J	R, J	R, J	R, J			R, J					R, J	R, J			
		35							R, J		R, J	R, J	R, J	R, J		R, J	R, J		

R = Recreation, J = Aesthetic

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. Application for permit no. 65-23105.

11.a. Who owns the property at the point of diversion? Applicant (Sections 27, 28, 34) & Barnes Ventures, Inc. (Section 35 and Alder Creek POD at 8N 4E Sec 2 SWNE)

b. Who owns the land to be irrigated or place of use? Applicant (Sections 27, 28, 34) & Barnes Ventures, Inc. (Sec 35)

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Applicant has an agreement with the Barnes Ventures, Inc. for development on the Barnes Ventures, Inc. property.

12. Remarks: Application for permit no. 65-23105 proposes diversions from multiple sources including the South Fork Payette River for aesthetic and recreation uses in a series of ponds, streams and associated water features. This application proposes diversion of an additional 12 cfs from the South Fork Payette River for the same system described in 65-23105. Mitigation for pond evaporation is proposed in a corresponding transfer application changing the nature of use of a portion of the irrigation uses to aesthetic uses.

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.



Signature of Applicant (and title, if applicable)

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ _____ Receipted by _____ # _____ Date _____
 Publication prepared by _____ Date _____ Published in _____
 Publication approved _____ Date _____