

DE ✓

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
34-00126	OK				
34-00127	OK				
				SUPPORT DATA	
				IN FILE # 34-00124	

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

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

3. Name and Address of Former

Owner/Claimant(s)

Karen Harney c/o Dell Harney Representative
750 Bailey Road
Madison, NC 27025

4. New Owner Claimant(s)

Big Lost River Subdivision Homeowners Association
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address:

c/o Kit Christensen, Manager KIVI Land & Livestock
&/or Dell Harney
PO Box 645

City, State and ZIP Code:

Moore, ID 83255

New Telephone Number:

Kit Christensen (208)527-0020 / Cell 589-0097 / Fax 527-0019
www.arcomackayproperty.com
Dell Harney (336) 430-6240 harnfarm@hotmail.com



RECEIVED

JUL 29 2008

5. Date you acquired the property: 01/03/1995 & Dell Harney, Personal Representative of Estate of Karen Harney 11/13/2006,
01/11/2007 KIVI Land & Livestock – Kit Christensen, Manager

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s)

Dell Harney
 Dell Harney
 Chairman, Big Lost River Subdivision Homeowners Association &
 Personal Representative for the Estate of Karen Harney

Kit Christensen
 KIVI Land & Livestock, LLC. Manager

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

For IDWR Office Use Only:

Received by BMIC Date 7/29/08 Receipt Amt. \$50.00
 Received by _____ Date _____ Receipt No. E034286
 Processed by _____ AJ Date _____ WR _____ Date _____

5. Date you acquired the property: 01/03/1995 & Dell Harney, Personal Representative of Estate of Karen Harney 11/13/2006.
01/11/2007 KIVI Land & Livestock – Kit Christensen, Manager

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Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
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Domestic		
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Totals		
Water Right and/or Adjudication Claim Number		
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Totals		

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7. Signature(s) of New Owner(s) or Claimants(s) Dell Harney
 Chairman, Big Lost River Subdivision Homeowners Association &
 Personal Representative for the Estate of Karen Harney
Kit Christensen
 KIVI Land & Livestock, LLC. Manager

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For IDWR Office Use Only:

Received by _____ Date _____ Receipt Amt. _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



July 29, 2008

Idaho Department of Water Resources
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402

RECEIVED

JUL 29 2008

Department of Water Resources
Eastern Region

RE: Change in Ownership Water Rights 34-126 & 34-127

Dear Sir:

Accompanying this letter is a change in ownership for water rights 34-126 and 34-127 signed by the owners of land and board members of Big Lost River Subdivision Homeowners Association along with the following attachments supporting the change in ownership:

- Attachment "A1" - Plat of Big Lost River Subdivision
- Attachment "A2" - Quitclaim Deed #208239 and supporting documents acknowledges Dell Harney as representative of the Estate of Karen Harney.
- Attachment "B" - Warranty Deed #235784 conveying ownership of Parcel "A" to KIVI Land & Livestock, LLC
- Attachment "C1" - Warranty Deed #235785 conveying ownership of Parcel "B" to KIVI Land & Livestock, LLC
- Attachment "C2" - Secretary of State Business Entity - KIVI Land & Livestock, LLC
- Attachment "D" - Quitclaim Deed #237923 conveying ownership of "Common Area" to Big Lost River Subdivision Homeowners Association
- Attachment "E" - Custer County Instrument #237093 filed in the formation of the Big Lost River Subdivision Homeowners Association.
- Attachment "F" - Custer County Instrument #237152 "Declaration of Covenants, Conditions and Restrictions of the Big Lost River Subdivision"
- Attachment "G" - Rules and Regulations of the Big Lost River Subdivision Association

The supporting documents provide proof that Dell Harney, Representative of the Estate of Karen Harney, and Kit Christensen, Manager KIVI Land & Livestock LLC have the authority to assign rights 34-126 and 34-127 to the Big Lost River Subdivision Homeowners Association.

The ownership change is being initiated because the Big Lost River Irrigation District will not allow the surface water to be split among the individual lots owner but will deliver water to a single entity, i.e. the Big Lost River Subdivision Homeowners Association. The homeowners association will not own the land to which these water rights are appurtenant but will act as a business entity to provide water, as outlined in Attachment "F" and Attachment "G", to each association member (lot owner).

Ground water right 34-7152 is also appurtenant to lands within the subdivision. It is the intent that water right 34-7152 will be split and pro-rated as each lot in the subdivision is sold with each lot owner able to transfer their portion and the point of diversion to the lot they purchased.

It was discovered when a recent survey was done on the Harney subdivision property that the fence along the north line of the subdivision in NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 24, T06N, R25E and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 19, T06N, R26E, was off by approximately 145 ft. Prior to the survey, water rights 34-874, 34-2436, 34-10621, and 34-13579 in the name of Brett or Trudy Williams were decreed to those lands. The Williams do not own any land in Sec 24, T06N, R25E or Sec 19, T06N, R26E. An agreement was worked out with the Williams to move the fence to the correct location at the top of Sec 24 and Sec 19.

Big Lost River Subdivision Homeowners Association, Dell Harney, KIVI Land & Livestock through Kit Christensen and Kit Christensen do not claim any portion of water rights 34-874, 34-2436, 34-10621, or 34-13579.

Please feel free to contact this office for any additional information.

Sincerely,



Keith C. Wilson

Senior Water Rights Analyst



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

KIVI LAND & LIVESTOCK, LLC

PO BOX 645
MOORE, ID 83255

Type of Business: LIMITED LIABILITY COMPANY
Status: EXISTING, ANREPT SENT 01 Nov 2007
State of Origin: IDAHO
Date of 09 Jan 2001
Origination/Authorization:
Current Registered Agent: KIT L CHRISTENSEN
3427 WEST 3700 NORTH
MOORE, ID 83255
File Number: W14062

No. W 14062	Due no later than January 31, 2008	2. Registered Agent and Office NO PO BOX			
Return to: SECRETARY OF STATE 450 NORTH FOURTH STREET PO BOX 83720 BOISE, ID 83720-0080	Annual Report Form 1. Mailing Address - Correct in this box, if applicable KIVI LAND & LIVESTOCK, LLC PO BOX 645 MOORE, ID 83255	KIT L CHRISTENSEN 3427 WEST 3700 NORTH MOORE, ID 83255			
NO FILING FEE IF RECEIVED BY DUE DATE		3. New Registered Agent Signature			
4. Limited Liability Companies: Enter Names and Addresses of Managers.					
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Manager	Kit Christensen	P.O. Box 645	Moore	ID	83255
Manager	Vickie Christensen	P.O. Box 645	Moore	ID	83255
5. Organized Under the Laws of: IDAHO W 14062		6. Signature <i>Vickie Christensen</i>		Date 11-17-2007	
		Name (Typed or Printed) <i>Vickie Christensen</i>		Title <i>Manager</i>	
Issued 11/01/2007		Do Not Tape or Staple		200801006296	

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE
BIG LOST RIVER SUBDIVISION**

237152
Custer County Reg. of
Kit Christensen
Time 10:53 A.M. Date 8-1, 2007
Barbara C. Breedlove, Clerk
Betsy Doughty \$ 21.00
Deputy

Article I - Declaration

1.1 **DECLARATION.** This Declaration of Covenants, Conditions and Restrictions of the Big Lost River Subdivision (hereafter "CCRs") is made on the date hereafter set forth by DELL HARNEY and KIVI LAND & LIVESTOCK LLC, through its Manager KIT CHRISTENSEN, the current owners of the real property described in detail below.

1.2 **THE REAL PROPERTY.** Declarants are the actual and record owners of the real property situated in Custer County, Idaho, more particularly described in the official subdivision plat for the Big Lost River Subdivision ("hereafter "BLR") recorded on the 25 day of July, 2007 instrument number 237105 records of Custer County, Idaho.

1.3 **INTENT.** It is the intent of the Declarants to create the Big Lost River Homeowners Association ("Association"), to enforce and hold said CCRs. Membership in said Association will be addressed in detail below and will be dependent upon holding an ownership interest in real property within BLR.

1.4 **DESIRE.** It is the desire of Declarants to create a community in which the aesthetic integrity is protected to insure the continuing desirability of BLR as a residential community. The CCRs established by this Declaration are intended to secure such objectives.

1.5 **PURPOSE.** Declarants hereby declare that ownership of real property in BLR is and shall be held, conveyed, encumbered, leased and used subject to the following uniform CCRs in furtherance of a plan for the subdivision, improvement and sale of BLR and to enhance the value, desirability and attractiveness of such property. The CCRs shall run with all land included within BLR and shall be binding upon all persons having or acquiring any interest in such real property, including occupation of such, or any other part thereof.

1.6 **INTERPRETATION.** Said CCRs shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or improvements by any Owner upon property within BLR, provided that when completed, such improvements will in all ways conform to these CCRs. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of these CCRs provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area.

Article II - Definitions

2.1 "ASSOCIATION" shall mean the Big Lost River Homeowners Association, an

unincorporated association composed of all Owners of real property within BLR.

2.2 "BOARD OF DIRECTORS" shall consist of the members of the Association elected by their fellow members to conduct and manage the affairs of the Association, including levying assessments as needed.

2.3 "COMMON AREA" shall consist of any and all real property within BLR not specifically deemed a Lot as defined below, specifically marked as common area in the plat referenced above or in the possession of the Association for the common use and enjoyment of its members.

2.4 "LOT" shall mean any parcel of real property within BLR which is legally described or designated as a Lot on any subdivision plat, whether or not improved.

2.5 "OWNER" shall mean the person or persons or other legal entity or entities, including Declarants, holding an aggregate fee simple title interest in a Lot, or the purchase of a Lot under an executory contract of sale; but shall not include those having such interest merely as security for the performance of an obligation.

Article III - Land Use

3.1 LAND USE & BUILDING TYPE. No Lot shall be used except for single family residential purposes. No building shall be erected, altered placed or permitted on any Lot within BLR other than one (1) detached single-family dwelling as a principle residence and an associated garage, storage shed or barn. All out buildings must conform in general appearance and character to other buildings in BLR. Neither the garage or other out building may at any time be used as a temporary or permanent dwelling. No trailer homes, pre-built or manufactured homes, mobile homes, whether single, double or triple wide, shall be permitted on any Lot within BLR. Also, no condominiums, apartments or other multiple unit dwellings will be permitted.

3.2 TEMPORARY STRUCTURES. No structure of a temporary nature, such as a travel trailer, motor home, garage, shack, tent, barn or other out-building shall be used on a Lot at any time as a permanent, or year-around residence. Travel trailers or motor homes may be occupied by the owner or visiting guests, up to six (6) months in any calendar year.

3.3 OPERATION OF BUSINESS. Neither a Lot, or structure on the Lot, shall be used for the purpose of operating a business, except a business that is restricted to within the single-family dwelling itself, i.e. the office of a person practicing a profession or art, who does not have clientele regularly on site. This covenant expressly prohibits the operation of any repair or service garage for vehicles or equipment of any kind, as well as any business with a regular visiting clientele.

3.4 ARCHITECTURAL CONTROL. The residence dwelling on any Lot shall contain

a minimum of 1,500 square feet of finished living space and a minimum of a two-car attached garage. Finished living space excludes the garage, basement porch and deck. The residence dwelling shall have an appraisal value of not less than ONE HUNDRED TWENTY FIVE THOUSAND and 00/100 dollars (\$125,000.00), exclusive of the Lot. The appraisal value is to be determined by a licensed real estate appraiser.

3.5 ARCHITECTURAL REVIEW COMMITTEE. The Association will be responsible for establishing an Architectural Review Committee ("ARC"). No building, fence, or other structure shall be constructed or altered until construction plans, specifications and location have been approved in writing by ARC. Said approval shall not be unreasonably withheld. The ARC shall have any and all duties and power granted it by the Association.

3.6 LANDSCAPING. Within one (1) year of completion of any dwelling structure on any Lot within BLR, a minimum of fifty (50) feet surrounding the structure shall be landscaped in an attractive and conventional manner.

3.7 DIVISION OF LOTS. No Lot shall be subdivided

3.8 SNOW REMOVAL. Lot Owners are responsible for snow removal on the access road they use to access their Lot. Upon the majority of the Lots having homes built upon them, the Association shall establish a regular snow removal procedure for BLR.

3.9 ELECTRICITY/TELEPHONE. Each individual Lot Owner will be responsible for the cost and coordination of supplying both electricity and telephone to their Lot. Said services can, and must, be provided to each Lot via the right-of-way/easement established on the two access roads to BLR, and more specifically described in the official subdivision plat addressed in paragraph 1.2 above.

LIGHTING. No high pressure sodium or mercury vapor lighting or similar lighting, will be permitted on any Lot within BLR. Use of such lightening is prohibited and further constitutes a nuisance under Article IV paragraph 4.5 below.

Article IV - Use Restrictions

4.1 SIGNS. No signs of any kind shall be displayed to the public view, except for one (1) professional sign, not more than five (5) square feet, advertising the Lot for sale or rent, or signs used by the builder to advertise the property during construction shall be permitted.

4.2 GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground. No rubbish, trash, garbage or other waste, including construction waste, shall be stored on any Lot. All such waste shall be disposed of by a garbage removal service, or transported to the County dump.

4.3 NON-OPERABLE VEHICLES. Non-operable automobiles, cars, trucks, motorcycles, equipment, machinery, etc. shall NOT be permitted on any Lot unless housed out of view within a garage or outbuilding.

4.4 LIVESTOCK, POULTRY & PETS. Up to four (4) horses shall be permitted on a Lot. Other barnyard animals may be substituted on a one-for-one basis. Two dogs, cats or other household pets, may be kept, provided they are not bred or maintained for commercial purposes. A barn may be allowed on a Lot, subject to ARC approval, provided that the barn is used only for approved animals and not for any commercial use of livestock or pets.

4.5 NUISANCES. No activity that creates a nuisance or annoyance to any neighbor shall be permitted on any Lot. This includes, but is not limited to offensive odor, noise or unsightly condition that is detrimental to other Owners or their property.

4.6 EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and all other legal purposes shall be preserved for any and all Lots as shown on the recorded plat thereof or as otherwise afterward dedicated and recorded. With the bounds of such easements, no structures, planting or other materials will be placed or permitted which may change the direction and flow of drainage channels in the easements or which may obstruct or retard the use and access of such easements.

4.7 WATER RIGHTS. Surface water right in the amount of 84" 1904 decree
76" 1908 decree will be transferred to the Association. Said transfer is no guarantee of water availability, as said rights are subject to the laws and rules of priority for the State of Idaho. Said water will be delivered to a single point along the edge of the subdivision, to be determined by the Association. The point of delivery shall be in one of the "common areas" controlled by the Association. The Association shall be responsible for dispersing the water amongst Lot Owners. In addition, the Association, may, but is not obligated too, implement and maintain a delivery system for distributing said water.

Article V - Homeowner's Association

5.1 CREATION. As soon as reasonably possible, the current Owners shall create the Big Lost River Subdivision Homeowners Association ("Association"). The Association shall be responsible for managing any all affairs associated with BLR. Any person or entity who owns real property in the BLR will be a member of the Association. The first duty of the Association is to establish Rules and Regulations, for governing the workings of the Association. The Association shall also establish a Board of Directors consisting of a minimum of three (3) officers, who are also members of the Association.

5.2 VOTING. Each Lot shall have one (1) vote in Association matters, regardless of the number of owners of said Lot. Votes may not be split or incremented between Owners of a single Lot.

5.3 DUTIES. The Association shall have any and all duties deemed required by its members. However, at a minimum the Association shall be responsible for maintaining any and all common areas in the BLR, including roadways and sidewalks, along with collecting and levying assessments to pay for said maintenance and any taxes, property or otherwise, on said common areas.

Article VI - Enforcement

6.1 ENFORCEMENT. All of the covenants, conditions and restrictions herein contained shall run with the land and be binding upon all persons claiming any interest in any Lot within BLR. Should any person their heirs, successors, grantees or assigns violate, or attempt to violate any of the above-referenced CCRs, any interested person is entitled to relief at either law or equity.

6.2 INJUNCTION. All Owners agree to be subject to a immediate court injunction, pending final resolution, to halt any action deemed in good faith to be a violation of the CCRs by any interested person.

6.3 INTERESTED PARTIES. These CCRs may be enforced by the Association, or if the Association declines to do so, through any member of said Association.

Article VIII - General Provisions

7.1 SEVERABILITY. Invalidation of any covenant stated above by judgment or court order shall in no manner effect the other provisions and all remaining provisions shall remain in full force and effect.

7.2 GOVERNING LAW. The provisions of this document are to be governed under the laws of the state of Idaho.

7.3 WAIVER. No provisions contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

7.4 HEADINGS. The headings of the articles and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of the articles or paragraphs herein.

7.5 AMENDMENT. The CCRs stated-above may only be amended by an instrument in writing and signed by not less than two-thirds (2/3) of the Members. Any amendments so made must be recorded in Custer County, Idaho.

(Signatures and acknowledgments to follow)

DATED and SIGNED this 26th day of July, 2007.

Dell Harney
DELL HARNEY

STATE OF North Carolina
County of Guilford) S.S.

On this 26th day of July, 2007 before me, the undersigned, a Notary republic, personally appeared DELL HARNEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Lynn C. Casto
Notary Public for State of North Carolina
Residing at 3002 Laurel Springs Dr.
My com expires: 5-17-2011

(SEAL)

Lynn C. Casto
Notary Public
Guliford County, NC

237152

DATED and SIGNED this 31 day of July, 2007

KIVI LAND & LIVESTOCK, LLC

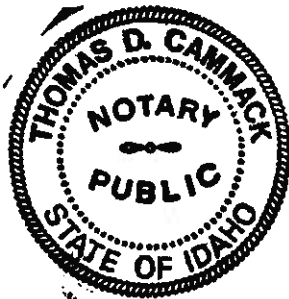

KIT CHRISTENSEN - Manager

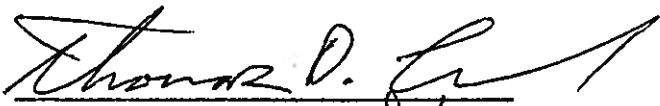
STATE OF IDAHO)
County of Butte) s.s.

On this 31st day of July, 2007 before me, the undersigned, a Notary republic, personally appeared KIT CHRISTENSEN, known to me to be the MANAGER of KIVI LAND AND LIVESTOCK, LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL) /




Notary Public for State of Idaho
Residing at Arco, Butte County
My com expires: 1-23-2010

**RULES AND REGULATIONS OF THE BIG LOST RIVER
SUBDIVISION ASSOCIATION**

ARTICLE I

Purpose and Authority

Section 1. Purpose.

The BIG LOST RIVER SUBDIVISION ASSOCIATION (hereafter, the "Association") has been organized and now exists under and by virtue of the laws of the State of Idaho for the sole and exclusive purpose of managing, maintaining and operating the affairs of the Big Lost River Subdivision ("BLR") on behalf of its members.

Section 2. Power.

Except as otherwise provided in these Rules and Regulations and the laws of the State of Idaho, all authority and power with respect to the Association shall be vested in the members.

Section 3. Principal Office.

The principal office of the Association in the State of Idaho shall be located at the duly elected Secretary's home which is presently at 3427 W. 3700N Moore, ID, State of Idaho.

83255

Section 4. Depositories.

The monies of the Association shall be deposited in the name of the Association in such depository or depositories as may be designated by the Board of Directors, and shall be withdrawn therefrom only by appropriate instruments signed by the officer or officers designated by resolution of the Board of Directors.

Section 5. Inspection of Records.

All books, papers and records of the Association in the hands of any officer of the Association shall be subject to inspection by any officer, director or member of the Association during any regular or special meeting of the Board of Directors or members.

ARTICLE II

Membership Meetings

Section 1. Date and Purpose for Annual Membership Meeting.

The annual meeting of the members of the Association shall be held, commencing with the year 2007 at a time to be set by the Board of Directors. This meeting shall be held in Custer County,

Idaho, at a place designated by the Board of Directors. At this meeting, an election shall be held to elect directors. The term of office of the directors so elected shall be as prescribed in these Rules and Regulations. Officers of the Association shall present their annual reports; and such other business relating to the Association may be transacted as shall properly come before the meeting.

Section 2. Order of Business.

At all meetings of the members the following order of business shall be observed so far as consistent with the purposes of the meeting:

- | | |
|------------------------|--------------------------|
| 1. Call to Order | 6. Report of Secretary |
| 2. Proxy Report | 7. Report of Manager |
| 3. Reading of Minutes | 8. Election of Directors |
| 4. Report of Chairman | 9. Unfinished Business |
| 5. Report of Treasurer | 10. New Business |

Section 3. Place of Special Meetings.

Special meetings of the members of the Association may be held at the place indicated for the holding of annual meetings, or such other place as shall be determined from time to time by the Board of Directors. The place at which such meeting is to be held shall be stated in the notice and call of the meeting.

Section 4. Calling of Special Meetings.

Special meetings of the members shall be held whenever called by the Board of Directors. Such meetings shall also be called by the Chairman or Secretary on the request, in writing, of the members holding shares representing in the aggregate, one-half ($\frac{1}{2}$) of the votes of all members. If upon such request, the Chairman or Secretary neglects for five (5) days to call a special meeting, then the members making the request may call a special meeting. No business other than that specified in the notice shall be considered at any such meeting.

Section 5. Notice of Membership Meetings.

Written or printed notice of every regular or special meeting of members, stating the time and place of the meeting shall be prepared delivered or mailed by the Secretary, or in his absence, or if he fails to do so, the other officers or the members calling said meeting, postage prepaid, to the last known post office address of each member at least ten (10) days before the date of such meeting. In the case of special meetings, the notice shall also state the purpose of the meeting.

Section 6. Waiver of Notice.

Notice of the time, place and purpose of any meeting of the members need not be given to

any member who attends such meeting in person or by proxy if such member shall waive notice of the meeting by a writing filed in the records of the meeting. No notice of any reconvened meeting, regular or special, need be given when the regular or special meeting was properly called but was recessed for lack of a quorum or by reason of inability to complete the business that was properly before the original meeting.

Section 7. Voting at Membership Meetings.

(a) At each regular or special membership meeting, and subject to the provisions of any valid voting agreement which may be in effect, each member shall be entitled to one (1) vote, either in person or by proxy, for each parcel of land owned within BLR. No more than one vote per Lot may be cast. Regardless of whether a Lot has multiple Owners, no partitioning, splitting or incrementing of votes will be allowed.

(b) Each ballot cast shall have endorsed thereon the number of parcels owned and therefore voted and for whom or for what the vote is cast. Each ballot shall be signed by the holder thereof or by the person holding the proxy therefore and shall contain the name of the person for whom the proxy acts. A plurality of votes cast for any one candidate shall be sufficient to elect a candidate to the office of director. All other matters submitted to a vote of the members shall be decided by a majority of the votes cast, unless otherwise specifically provided by law or by these Rules and Regulations.

Section 8. Voting Eligibility.

Each member entitled to vote may be represented at any regular or special meeting of the membership by proxy, which shall be evidenced by a writing assigning the person who may exercise the proxy. The person exercising the proxy must be a member. The proxy shall be in sufficient form to meet the requirements of law, shall be in writing and signed by the member, and the signature shall be witnessed in writing. No proxy shall be recognized unless executed within six (6) months prior to the date of the meeting at which it is presented; provided however, that when a written proxy specifically provides on the face thereof the period of time for which it shall be in effect, it shall be recognized by the Association for such stated period. The proxy shall be filed with the Secretary at the time of, or before, any membership meeting. The sufficiency of such proxy must be determined by the directors at such meeting prior to voting on any matter including the election of directors.

Section 9. Voting Eligibility List.

A complete list of the members entitled to vote at any membership meeting, whether regular or special, and the number of voting shares held by each, shall be prepared by the Secretary and shall be available for examination and review by any director, officer or member at the residence and the convenience of the Secretary.

Section 10. Quorum.

For the purpose of electing directors or voting any matter submitted to a vote of the members, those members who are present in person or represented by proxy at any regular annual meeting or special meeting shall constitute a quorum. All members present and voting at a meeting shall sign a sheet of attendance.

Section 11. Removing Director from Office.

Notwithstanding the provisions of the immediately preceding section, at any special meeting of members called and noticed for the purpose of voting to remove a director from office, the vote of two-thirds (2/3) of all voting shares represented in person or by proxy at such meeting shall be required to remove a director from office.

ARTICLE III

Directors: Powers, Duties and Meetings

Section 1. General Powers of Board.

The management of all the affairs, property and interests of the Association shall be vested in a Board of Directors. The Board of Directors shall have all authority and power conferred on the Board by law, by these Rules and Regulations, and the Board of Directors is given the power to do all lawful acts and things in furtherance of the purposes of the Association. Without limitation by this enumeration, the powers of the Board shall include the power to acquire property and property rights of any kind; to incur indebtedness and to borrow in connection with the acquisition, maintenance and operation of those property rights; and to levy assessments at such time and in such amounts as may be necessary for paying the indebtedness of, and for carrying on the business of, the Association.

Section 2. Number, Qualifications and Election of Directors.

The Board of Directors of the Association shall consist of all members of the Association in good standing as of November 1 of each year, unless later amended. Good standing includes full payment of levies and assessments.

(a) **Qualifications of Directors.** No person shall be eligible to be elected or to serve as a director of the Association unless he is a member of the Association and holds the record title to land within BLR or unless he has been designated in writing as the authorized representative of a Association, partnership, trust or other business entity, or the contract seller, holding record title to such land. Failure to possess any of the foregoing qualifications at any time during his term of office shall operate as an immediate resignation and constitute a forfeiture of his office.

(b) **Election of Directors.** The election of directors shall be held at the regular annual meeting of the

membership for a term of one year. All of the members of the Association shall be entitled to vote for each director to be elected.

Section 3. Vacancies.

All vacancies on the Board of Directors which occur during the regular term of a director shall be filled by appointment by the remaining members of the Board of Directors at any regular or special meeting. The director thus selected to fill any vacancy shall hold office for the unexpired term for which he is appointed and until his successor is elected and qualified.

Section 4. Meetings of Board.

The Board of Directors elected at the annual meeting shall hold its first organizational meeting following the member meeting which meeting shall constitute the only regular meeting of the Board of Directors for the year. Special meetings of the Board may be called at any time by the Chairman, or in his absence or disability, by the Vice-Chairman, or by any three (3) directors, such call stating the time and place of such meeting and the purpose or purposes for which it is to be held.

Section 5. Notice of Meetings.

Notice of special meetings of the Board of Directors shall be given by the Secretary at the address provided by the Director, at least five (5) days before the time fixed for the meeting, giving the time, place and purpose of purposes thereof, but, subject to obtaining written waivers of such notice by all the directors, meetings may be called on the giving of two (2) hours oral advance notice. Except as stated in Section 6 hereof, no business shall be transacted at any such special meeting other than that indicated in the notice.

Section 6. Waiver of Notice.

Notice of any meeting need not be given to a director if he shall waive notice in writing by a waiver which is filed with the records of the Secretary, either before, during or after the meeting. Any business may be transacted at any meeting at which every director is present and to which every director agrees even though the business is not indicated in the notice or call the meeting. Any meeting of the Board shall be a valid meeting without notice thereof being given to the individual directors if all the directors shall be present at that meeting or shall subsequently waive notice of the meeting.

Section 7. Quorum.

A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business, and the majority of the members in attendance at any Board meeting shall, in the presence of a quorum, be decisive of the action of the Board, except as otherwise provided in the Rules and Regulations.

Section 8. Voting

Each Director shall be entitled to one vote. Each Director entitled to vote may be represented at any regular or special meeting of the Directors by proxy, which shall be evidenced by a writing assigning the person who may exercise the proxy. The person exercising the proxy must be a member. The proxy shall be in sufficient form to meet the requirements of law, shall be in writing and signed by the Director, and the signature shall be witnessed in writing. No proxy shall be recognized unless executed within six (6) months prior to the date of the meeting at which it is presented; provided however, that when a written proxy specifically provides on the face thereof the period of time for which it shall be in effect, it shall be recognized by the Association for such stated period. The proxy shall be filed with the Secretary at the time of, or before, any Director's meeting. The sufficiency of such proxy must be determined by the directors at such meeting prior to voting on any matter.

Section 9. Compensation of Directors.

The directors shall receive no salary other than the compensation specified herein. The directors shall be paid their expenses, actually and necessarily incurred and substantiated, on behalf of the Association, whether in attendance at the Association's meetings or otherwise as approved by the Board.

Section 10. Indemnification of Directors.

Each director and officer of the Association, now or hereafter serving as such, shall be indemnified and held harmless by the Association against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as a director or officer of the Association, except for claims and liabilities arising out of said director's purposeful misconduct or gross negligence.

ARTICLE IV **Officers**

Section 1. Names and Terms of Officers.

The officers of the Association shall be a Chairman, a Vice-Chairman, and a Secretary/Treasurer, and shall be elected by the directors at the regular annual meeting of the Board of Directors. All officers shall hold office for one (1) year, and until their successors have been elected and qualified. The Chairman and Vice-Chairman shall be elected from among the directors.

Section 2. Chairman's Duties.

The Chairman shall preside at all the meetings of the directors and of the members. He shall, under the general supervision of the Board of Directors, have supervision of all the affairs of the

Association. He shall, except as otherwise directed by the Board of Directors, sign or countersign, as may be necessary, all bills, notes, checks, contracts and other instruments as may pertain to the ordinary course of the Association's business. He shall sign, when authorized by the Board of Directors, all contracts, deeds, bonds, mortgages and other instruments of a similar nature. He shall perform such other duties as may properly be required of him by the Board of Directors. The Chairman may vote at all meetings, including any membership meetings.

Section 3. Vice-Chairman's Duties.

The Vice-Chairman shall possess all of the powers and perform all of the duties of the Chairman in the event of the death, absence or disability or refusal to act on the part of the Chairman, such authority to extend until a new Chairman has been elected and qualified; the Vice-Chairman shall also have such powers and discharge such other duties as may be assigned to him from time to time by the Board.

Section 4. Secretary/Treasurer

(a) The Secretary shall: (1) keep full minutes of all meetings of the members and directors; (2) give notice of meetings of member and directors in accordance with the provisions of these Rules and Regulations; (3) keep a list of the members; (4) be custodian of the Association's Rules and Regulations; and (5) perform such other duties as may be assigned by the Board of Directors.

(b) The Treasurer shall: (1) have custody of and be responsible for all moneys and securities of the Association; (2) keep a full and accurate record of accounts in books belonging to the Association, showing the transactions of the Association, its accounts, liabilities and financial condition; (3) deposit in the name of the Association all moneys and other forms of negotiable receipts that may come into his hands for the Association's account, in such depository or depositories as are designated by the directors; (4) be accountable for all other valuable corporate papers, except as provided in Section 4 hereof; and (5) disburse the funds of the Association in payment of just demands against the Association or in accordance with general or special directions of the Board of Directors making proper vouchers for such disbursements.

The Treasurer shall prepare and submit a full report of the financial condition of the Association to the annual meeting of the membership, and, generally, shall perform all duties incident to the position of Treasurer, subject to the control of the Board of Directors. The Treasurer shall give such bond or bonds as the Board of Directors may require for the faithful performance of the duties of the office of Treasurer and for the restoration to the Association. In the event of death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatsoever kind in the Treasurer's possession belonging to the Association.

Section 5. Absence, Inability to Act and Vacancies.

In the event of the absence or inability to act of any officer of the Association, or of any

person herein authorized to act in his place, the Board of Directors from time to time may delegate the powers and duties of such office to such other officer, or to any director, or to any other member whom it may select. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular meeting or any special meeting called for that purpose.

Section 6. Removal of Officers.

Any officer elected by the Board of Directors may be removed at anytime, with or without cause, by the Board of Directors.

ARTICLE VIII
Assessments

Section 1. Purpose of and Power to Levy Assessments and Procedures.

Monies necessary for the payment of Association indebtedness, for carrying on the business of the Association, for maintaining and operating the Association's common areas, or for any other purpose the directors determine to be in the best interests of the Association, shall be raised by assessments levied from time to time in the manner provided by the laws of the State of Idaho and these Rules and Regulations. Such assessments shall be based upon the number of parcels or property owned in BLR. Nothing herein shall be construed to prevent or limit the power of the Association to borrow or enter into appropriate financing agreements.

(a) Amount of Assessment. After the annual meeting set forth above, the Board of Directors shall make an examination of the common areas and obtain estimates for any projects voted for and/or repairs reasonably believed to be needed, to meet the goals and objectives of the Association.

(b) Order of Levy. The Board of Directors shall make an order levying assessment on or before the 15th day of April, specifying therein the amount of the assessment. The secretary of the Association shall notify each member of the amount assessed against him or her for that year, and the same shall be due and payable on the first day of May of each year and if not paid on or before the fifteenth day of June of such year, a penalty of ten percent (10%) shall be added thereto, and the total amount due shall then draw interest at the rate of ten percent (10%) per annum from said fifteenth day of June of such year until paid. Said assessment shall not exceed \$ 82³⁵ per Lot unless otherwise voted for by the Association.

(c) Collection and Disbursement of Funds. The secretary-treasurer shall collect all assessments so made. The secretary-treasurer shall keep the funds of the Association in the name of the Association and shall draw warrants or checks thereon to pay the costs and expenses of the Association as herein provided. For any assessments due and unpaid the Association may sue to collect the same, in any court of competent jurisdiction, and in addition to the amount due including all penalties and interest, and all costs incurred in said action, may collect a reasonable attorney's fee

in such action to be fixed by the court.

(d) Filing a Claim of Lien. In addition, the Secretary shall, on or before the first day of April of each year, file for record with the county recorder, a statement in writing. In the event any amount of the assessment remains unpaid by July 1 of such year, the Secretary shall file a claim of lien against the lands of each individual member whose is then delinquent. No delinquency shall be allowed to remain so by the Board of Directors for any reason for more than two (2) years following the date of the filing of said claim of lien, and in any event, if such delinquency continues, the Board of Directors shall institute appropriate legal proceedings to foreclose such lien within said two (2) year period.

ARTICLE V Audits

The Board of Directors shall have authority to require an annual audit, in such form and manner and at such times as the Board of Directors shall determine, of the records of the Association by competent persons selected by the Board of Directors. The results of any such audit are to be available for inspection by the directors or any member of the Association.

ARTICLE VI Amendments

These Rules and Regulations may be altered, amended or repealed and new Rules and Regulations may be adopted at any regular or special meeting of the members, after proper notice thereof has been given as required by the laws of the State of Idaho, by an affirmative vote of 2/3 of the members of the Association.

CERTIFICATION

The above and foregoing document, pages 1 through 9, is a true and correct copy of the Rules and Regulations, adopted at the organizational meeting of the directors of the BLR Association, held at 3427 W. 3700 N., Idaho, 83405, on the 14 day of August, 2007, at 6:00 p.m. 83255

Secretary: Debbie Christensen

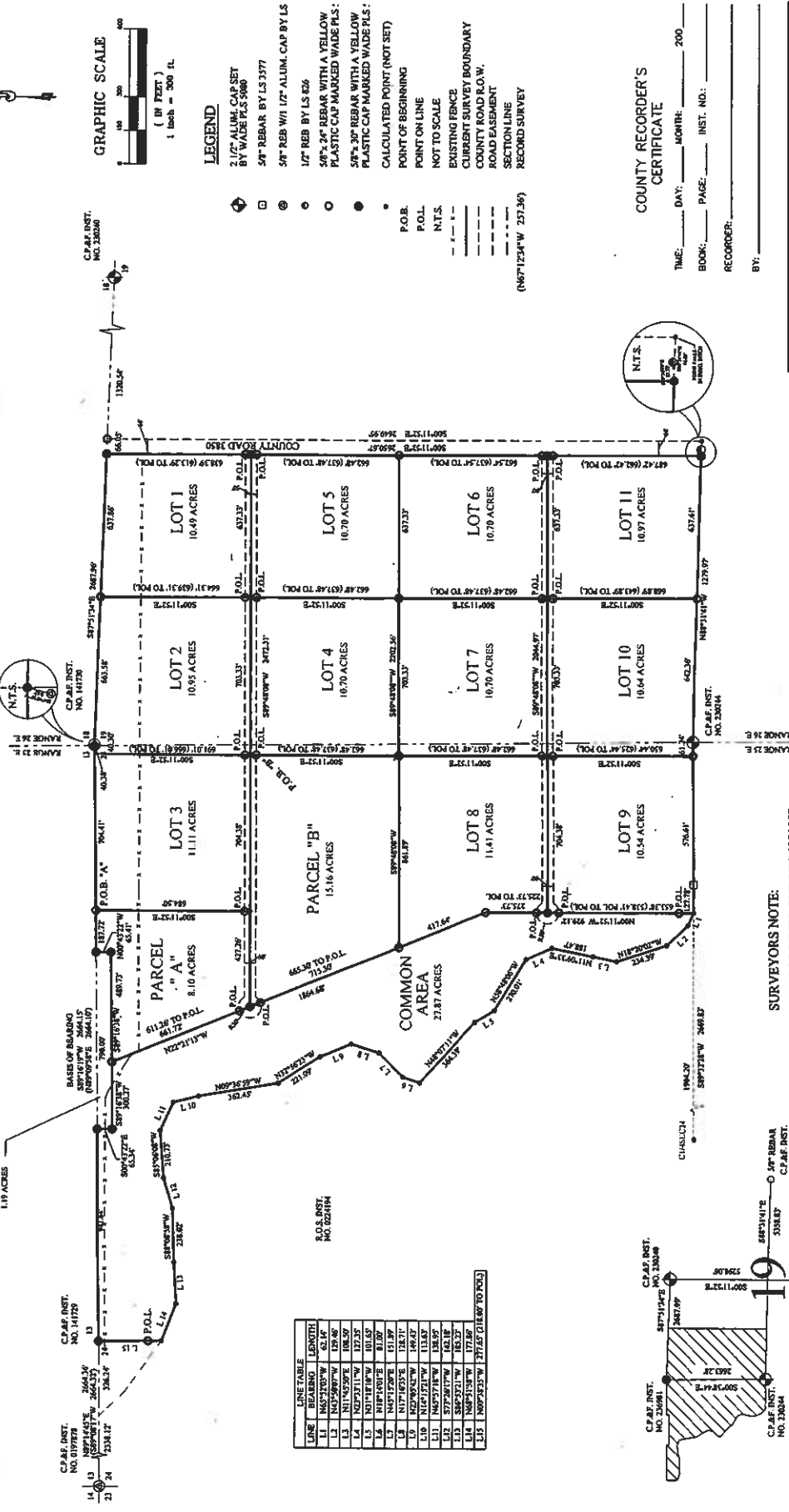
ATTACHMENT "A"

BIG LOST RIVER SUBDIVISION

LOCATED IN THE NE 1/4 OF SECTION 24, T. 6 N., R. 25 E.,
AND IN THE NW 1/4 OF SECTION 19, T. 6 N., R. 26 E.,
BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SEE R.O.S. INST. # 224194

LANDS OF
BETTY & TRUDY WILLIAMS
NOTE: RELOCATION OF A COMMON BOUNDARY
117 ACRES



SURVEYORS NOTE:
THE ENTIRE BIG LOST RIVER SUBDIVISION IS
LOCATED IN A ZONE "A" FLOOD ZONE. ANY
LOT PURCHASED MUST HAVE AN ELEVATION
CERTIFICATE BEFORE BUILDING

COUNTY RECORDER'S CERTIFICATE

TIME: DAY: MONTH: 200
BOOK: PAGE: INST. NO.:
RECORDED: BY:

FOR
DELL HARNEY
DATE: 9 FEB 07 DRAWN/CHECK BY: ERMARIN
PROJECT: /TRUSSE/HARNEY, DELL
WFO NAME: DELL HARNEY, DMO
SURVEY: SURVEY NAMEZAK
LEGAL RESOR: LEGAL NAMEZAK
WADE SURVEYING
CLAYTON POSTHOLDING SERVICE
LAND SURVEYING PLANNING



1/4	SEC	T	R
	24	6N	25E

10 1 2N 24E

208239

QUITCLAIM DEED

THIS INDENTURE, made this 03 day of JANUARY, ¹⁹⁹⁵~~1994~~, between DR. E.P. MUNTZ and JANICE F. MUNTZ, husband and wife, the Party of the First Part, "Grantor" and RICHARD P. HARNEY and KAREN K. HARNEY, husband and wife, INDIVIDUALLY, AND AS SOLE OFFICERS AND DIRECTORS OF HARNEY RANCH & CATTLE COMPANY, INC., a defunct Idaho Corporation,
the Party of the Second Part, "Grantee".

WITNESSETH:

That said Party of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit claim unto the said party of the second part, and to its heirs and assigns all the certain lot, piece, or parcel of land situate, lying and being in the County of Custer, State of Idaho, and bounded and described as follows, to-wit:

LOTS ONE (1) AND TWO (2), SECTION 19, TOWNSHIP 6 NORTH
RANGE 26 EAST, BOISE MERIDIAN, CUSTER COUNTY IDAHO AND
THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 6
NORTH RANGE 25 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the Party of the Second Part, and to the Party of the Second Part's successors and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year first above written.

Dr. E.P. Muntz

Janice F. Muntz

208239

Custer County, State of
American Ranch

Title

11:05 AM

2-8-95

Wanda J. Ramsey

208239

STATE OF CALIFORNIA)
 : ss.
County of LOS ANGELES)

ON THIS 03RD day of JANUARY, 1995, ~~1997~~, before me CHRISTINE LAYNE, a Notary Public in and for said State, personally appeared E.P. Muntz and Janice F. Muntz, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(Seal)



Notary Public for: CALIFORNIA
Residing at: PASADENA
My commission expires: 09-21-98

MURRAY JIM SORENSEN

BLASER, SORENSEN & OLESON, Chartered

Attorneys at Law
285 N.W. Main
P.O. Box 1047
Blackfoot, Idaho 83221(208) 785-4700
Fax No. 785-7080
ISB #1794

2006 NOV 13 AM 9:20

Attorneys for Personal Representative

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CUSTER
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF:)

KAREN HARNEY,)

Case No. CV-2006-163

Deceased,)

**AMENDED
LETTERS OF ADMINISTRATION**

1. DELL HARNEY is duly appointed and qualified as Personal Representative of the estate of the above-named Decedent on the 13 day of November, 2006, with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said Personal Representative.

WITNESS, my signature and the Seal of this Court, this 13 day of November, 2006.

151
MAGISTRATE

Letters of Administration

STATE OF IDAHO)
COUNTY OF CUSTER) SS

I hereby certify that the foregoing is a full, true and correct copy of the original on file in this office.

Date 11/17/06

[Signature]
Deputy Clerk

BLASER, SORENSEN & OLESON, *Chartered*

Attorneys at Law
(208) 785-4700
FAX No. 785-7080

Stephen J. Blaser
Murray Jim Sorensen
Justin B. Oleson
Nick M. Staley

285 N.W. Main
MAILING ADDRESS:
P.O. Box 1047
Blackfoot, Idaho 83221

RECEIVED

JUN 06 2007

Department of Water Resources.
Eastern Region

June 5, 2007

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

Re: Water Rights Ownership Matter
Estate of Karen Harney

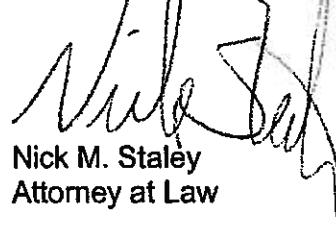
To Whom It May Concern:

This office represents Dell Harney, the Personal Representative of the Estate of Karen Harney. As such, we enclose for filing with your office at this time the State of Idaho Department of Resources Notice of Change in Water Right Ownership, with its necessary attachments.

We would sincerely appreciate any efforts which could be made to expedite this matter as my client is anxious to get his mother's estate settled. Should there be any questions or concerns, please don't hesitate to contact me. Thank you for your time and attention to this matter.

Very Truly Yours,

BLASER, SORENSEN & OLESON, Chrt.



Nick M. Staley
Attorney at Law

NMS/jsf
Enclosures
cc: Client

STATE OF WASHINGTON DEPARTMENT OF HEALTH

OFFICE
USE
ONLY

TYPE OR PRINT IN PERMANENT BLACK INK



CERTIFICATE OF DEATH

146

6

8527

STATE FILE NUMBER

097
LOCAL FILE NUMBER

1. NAME First: Richard Middle: Phillip Last: Harney			2. SEX (M / F) Male		3. DEATH DATE (Mo, Day, Yr) March 2, 1996	
4. AGE LAST BIRTHDAY (Yrs) 62		5. UNDER 1 YEAR MOS DAYS HRS MINS		6. UNDER 1 DAY HRS MINS		7. BIRTHDATE (Mo, Day, Yr) April 24, 1933
8. BIRTHPLACE (City, State or Foreign Country) Emmett, Idaho			9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) Yes		10. COUNTY OF DEATH Walla Walla	
11. CITY, TOWN OR LOCATION OF DEATH Walla Walla			12. PLACE OF DEATH—IN BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1. HOME 2. IN TRANSIT 3. IN BLDG. RAVEN PTN 4. IN HOSP. 5. IN NURS. HOME 7. OTHER PLACE Simplot Feed Lot near Dodd Road			13. SMOKING IN LAST 15 YEARS? (Yes / No) No
14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) Married		15. SURVIVING SPOUSE (If wife, give maiden name) Karen Hanks		16. SOCIAL SECURITY NO. 519 34 2083		17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) College (1-4 or 5+) 10
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Night watchman		19. KIND OF BUSINESS OR INDUSTRY Agriculture		20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) No		21. RACE (Specify) White
22. RESIDENCE—NUMBER AND STREET 1120 S. Morain		23. CITY/TOWN OR LOCATION Kennewick		24. INSIDE CITY LIMITS? (Yes / No) Yes		25. LENGTH OF RES. IN CO. 20 yrs
26. FATHER'S NAME—FIRST, MIDDLE, LAST Frank Harney		27. MOTHER'S NAME—FIRST, MIDDLE, MARRIAGE SURNAME Josie Garner		28. STATE Wa.		29. ZIP CODE 99337
30. INFORMANT—NAME Karen Harney (Wife)			31. MAILING ADDRESS—STREET OR RFD NO. CITY OR TOWN STATE ZIP 1120 S. Morain Kennewick Washington 99337			
32. BURIAL CREMATION REMOVAL, OTHER (Specify) Burial		33. DATE (Mo, Day, Yr) Mar. 9, 1996		34. CEMETERY/CREMATORY—NAME Sunset Memorial Park		35. LOCATION—CITY/TOWN, STATE Twin Falls, Idaho
36. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>		37. NAME OF FACILITY Muellers Funeral Home Inc		38. ADDRESS OF FACILITY 1401 S. Union Kennewick, Washington 99337		
39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i> X			40. DATE SIGNED (Mo, Day, Yr) March 2, 1996			
41. HOUR OF DEATH (24 Hrs.) u/k			42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) March 2, 1996			
43. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Stephen M. Ames, Walla Walla Co. Coroner, Rt. 1 Box 182, Touchet, WA 99360			44. DISPOSITION FILE NUMBER 015-96			
45. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH:						
IMMEDIATE CAUSE (Final disease or condition resulting in death). DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.		A. Positional asphyxiation DUE TO, OR AS A CONSEQUENCE OF:		INTERVAL BETWEEN ONSET AND DEATH hours		
		B. DUE TO, OR AS A CONSEQUENCE OF:		INTERVAL BETWEEN ONSET AND DEATH		
		C. DUE TO, OR AS A CONSEQUENCE OF:		INTERVAL BETWEEN ONSET AND DEATH		
		D. DUE TO, OR AS A CONSEQUENCE OF:		INTERVAL BETWEEN ONSET AND DEATH		
46. OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE:						
47. ACC. SUICIDE, HOMIC. UNDET. OR PENDING INVEST. (Specify) Accident		48. INJURY DATE (Mo, Day, Yr) Mar. 2, 1996		49. HOUR OF INJURY (24 Hrs.) u/k		
50. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG., ETC. (Specify) Simplot Feedlot		51. DESCRIBE HOW INJURY OCCURRED: crawled into an area and was unable to get out		52. AUTOPSY? (Yes / No) Yes		
53. RECORD AMENDMENT (Prescribe use only) ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE		54. DATE RECEIVED (Mo, Day, Yr) March 7, 1996		55. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) Yes		

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-009 (Rev. 7/91) (formerly OHS 9-190)

A

DOH 01-003 (5/99)

STATE OF WASHINGTON

DEPARTMENT OF HEALTH

Local File Number **691** Washington State Certificate of Death State File Number

1. Legal Name (include AKA's if any) First Middle LAST Suffix KAREN KAY HARNEY				2. Death Date AUG. 7, 2005	
3. Sex (M/F) FEMALE	4a. Age - Last Birthday 62	4b. Under 1 Year Months 11/28/1942	4c. Under 1 Day Hours Minutes SHELLEY IDAHO	5. Social Security Number 518-50-9200	6. County of Death BENTON
7. Birthdate 11/28/1942			8. Decedent's Education GED COMPLETED		
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify. NO			11. Decedent's Race(s) WHITE		12. Was Decedent ever in U.S. Armed Forces? NO
13a. Residence: Number and Street (e.g. 624 SE 5th St.) (Include Apt. No.) 242704 E. TIERNEY PRSE				13b. City or Town KENNEWICK	
13c. Residence: County BENTON		13d. Tribal Reservation Name (if applicable) -----		13e. State or Foreign Country WASHINGTON	13f. Zip Code + 4 99337
14. Estimated length of time at residence. 1.5 YEARS		15. Marital Status at Time of Death WIDOWED		16. Surviving Spouse's Name (Give name prior to first marriage) -----	
17. Usual Occupation (Indicate type of work done during most of working life. (Do not use retired).) HOMEMAKER			18. Kind of Business/Industry (Do not use Company Name) OWN HOME		
19. Father's Name (First, Middle, Last, Suffix) WILLIAM DELMAR HANKS			20. Mother's Name Before First Marriage (First, Middle, Last) BLANCHE ELIZABETH MUNSE		
21. Informant's Name DELL LEE HARNEY		22. Relationship to Decedent SON		23. Mailing Address: Number and Street or RFD No. City or Town State Zip 355 SHEPARD RD MADISON, NC 27025	
24. Place of Death, if Death Occurred in a Hospital: EMERGENCY DEPARTMENT			25. Place of Death, if Death Occurred Somewhere Other than a Hospital: -----		
26. Facility Name (if not a facility, give number & street or location) KENNEWICK GENERAL HOSPITAL			26a. City, Town, or Location of Death KENNEWICK		26b. State WA
27. Zip Code 99336		28. Method of Disposition CREMATION		29. Place of Final Disposition (Name of cemetery, crematory, other place) EINAN'S CREMATORIUM	
30. Name and Complete Address of Funeral Facility EINAN'S FUNERAL HOME, INC. PO BOX 90, RICHLAND, WA 93952-0090			31. Location-City/Town, and State RICHLAND, WASHINGTON		
32. Date of Disposition AUGUST 12, 2005			33. Funeral Director Signature X <i>[Signature]</i>		
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Cardiopulmonary Arrest			Interval between Onset & Death 30 min		
Due to (or as a consequence of): b. Hypertension			Interval between Onset & Death		
Due to (or as a consequence of): c. Hyperlipidemia			Interval between Onset & Death		
Due to (or as a consequence of): d.			Interval between Onset & Death		
35. Other significant conditions contributing to death but not resulting in the underlying cause given above					
36. Autopsy? ☐ Yes ☒ No			37. Were autopsy findings available to complete the Cause of Death? ☐ Yes ☒ No		
38. Manner of Death ☒ Natural ☐ Homicide ☐ Accident ☐ Undetermined ☐ Suicide ☐ Pending		39. If female ☒ Not pregnant within past year ☐ Not pregnant, but pregnant within 42 days before death ☐ Pregnant at time of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year		40. Did tobacco use contribute to death? ☐ Yes ☐ Probably ☒ No ☐ Unknown	
41. Date of Injury (mm/dd/yyyy)		42. Hour of Injury (24hrs)		43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
44. Injury at Work? ☐ Yes ☒ No ☐ Unk		45. Location of Injury: Number & Street City or Town: _____ County: _____ State: _____ Zip Code: _____			
46. Describe how injury occurred					
47. If transportation injury, specify: ☐ Driver/Operator ☐ Pedestrian ☐ Passenger ☐ Other (Specify)			48. Medical Examiner/Coroner		
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner LOUIS KOUSSA, DO, 900 S. AUBURN, KENNEWICK, WA 99336			50. Hour of Death (24hrs) 1135		
51. Name and Title of Attending Physician if other than Certifier (Type) Doctor of Osteopathy			52. Date Signed (mm/dd/yyyy) 8/8/05		
53. License Number OP 02087		54. License Number 02087		55. Was case referred to ME/Coroner? ☒ Yes ☐ No	
56. Registrar Signature <i>[Signature]</i>		57. Date Received (mm/dd/yyyy) AUG 11 2005			

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

ATTACHMENT "C1"

235785

pg 1 of 3

Custer County Reg. of
First American Title
Time 1:44 P.M. Date 1/9/2007
Barbara A. Breedlove, Clerk
Lure Baker \$6.00
County

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 193311-B (1d)

Date: January 11, 2007

For Value Received, Dell Harney Personal Representative of the Estate of Karen K Harney, Deceased, Case No CV-2006-163, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto KIVI Land & Livestock, LLC, an Idaho Limited Liability Company, hereinafter called the Grantee, whose current address is P.O. Box 645, Moore, ID 83255, the following described premises, situated in Custer County, Idaho, to-wit:

PARCEL 1 (B):

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ SECTION 24, TOWNSHIP 6 NORTH, RANGE 25 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 24, FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION BEARS S. 89°16'19" W. A DISTANCE OF 2664.15 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89°16'19" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF 40.38 FEET, THENCE S. 00°11'52" E. A DISTANCE OF 691.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 00°11'52" E. A DISTANCE OF 662.48 FEET; THENCE S. 89°48'08" W. A DISTANCE OF 861.89 FEET; THENCE N. 22°21'13" W. A DISTANCE OF 715.30 FEET; THENCE N. 89°48'08" E. A DISTANCE OF 1131.64 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT B OF PROPOSED BIG LOST RIVER SUBDIVISION AND WILL BE BINDING TO ANY FUTURE SUCCESSORS AND/OR ASSIGNS UPON RECORDATION OF SAID PLAT.

PARCEL 2:

SUBJECT TO AND TOGETHER WITH A 50 FOOT WIDE EASEMENT, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE NE $\frac{1}{4}$, SECTION 24, TOWNSHIP 6 NORTH, RANGE 25 E.B.M., AND THE NW $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 26 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 24, FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION BEARS S. 89°16'19" W. A DISTANCE OF 2664.15 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 87°51'34" E. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 19 A DISTANCE OF 1,367.42 FEET TO THE NE CORNER OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 19; THENCE S. 00°11'52" E. ALONG THE EASTERLY BOUNDARY OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ A DISTANCE OF 635.59 FEET TO A POINT ON THE CENTERLINE OF SAID EASEMENT AND THE POINT OF BEGINNING; THENCE S. 89°48'08" W. ALONG SAID CENTERLINE A DISTANCE OF 2538.30 FEET TO THE POINT OF TERMINUS.

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

Date: 01/11/2007

Warranty Deed
- continued

File No.: 193311-B (1d)

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

Dell Harney personal representative
Dell Harney Personal Representative

STATE OF North Carolina)
COUNTY OF Guilford) ss.

On this 12th day of January, 2007, before me, a Notary Public in and for said State, personally appeared Dell Harney, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of Karen K Harney, and acknowledged to me that he executed the same as such Personal Representative.

Patricia Fairfield
Notary Public of North Carolina
Residing at: Guilford County
Commission Expires: 02-19-2009



WADE SURVEYING
Global Positioning Service
Land Surveying and Planning
104 S. Warpath St.
Salmon, Idaho 83467

Phone: (208)-756-3070

December 21, 2006

PARCEL "B"

A parcel of land located in the NE1/4, Section 24, T. 06 N., R. 25 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 24, from which the N1/4 Corner of said section bears S 89°16'19"W a distance of 2664.15 ft., the Basis Of Bearing of this description, run thence S 89°16'19"W along the northerly boundary of said section a distance of 40.38 ft.; Thence S 00°11'52"E a distance of 691.01 ft. to the POINT OF BEGINNING;

Thence continuing S 00°11'52"E a distance of 662.48 ft.;

Thence S 89°48'08"W a distance of 861.89 ft.;

Thence N 22°21'13"W a distance of 715.30 ft.;

Thence N 89°48'08"E a distance of 1131.64 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 15.16 ACRES.

SUBJECT TO AND TOGETHER WITH: a 50 ft. wide easement, 25 ft. on either side of the following described centerline located in the NE1/4, Section 24, T. 06 N, R.25 E. and the NW1/4 of Section 19, T. 06 N., R 26 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 24, from which the N1/4 Corner of said section bears S 89°16'19"W a distance of 2664.15 ft., the Basis Of Bearing of this description, run thence S 87°51'34"E along the northerly boundary of said Section 19 a distance of 1367.42 ft. to the NE Corner of the NW1/4NW1/4 of said Section 19; Thence S 00°11'52"E along the easterly boundary of said NW1/4NW1/4 a distance of 635.59 ft. to a point on the centerline of said easement and the POINT OF BEGINNING;

Thence S 89°48'08"W along said centerline a distance of 2538.30 ft. to the POINT OF TERMINUS.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

235784

Attachment "B"
pg 1 of 3

Custer County Rec. of

First American Title

Time 1:49P M Date 1/9/2007

Barbara C. Baker, Clerk

Barbara C. Baker

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 193287-B (Id)

Date: January 11, 2007

For Value Received, Dell Harney Personal Representative of the Estate of Karen K Harney, deceased, Case No. CV-2006-163, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto KIVI Land & Livestock, LLC, an Idaho Limited Liability Company, hereinafter called the Grantee, whose current address is P.O. Box 645, Moore, ID 83255, the following described premises, situated in Custer County, Idaho, to-wit:

PARCEL 1 (A):

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ SECTION 24, TOWNSHIP 6 NORTH, RANGE 25 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 24, FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION BEARS S. 89°16'19" W. A DISTANCE OF 2664.15 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89°16'19" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF 744.79 FEET TO THE POINT OF BEGINNING; THENCE S. 00°11'52" E. A DISTANCE OF 684.49 FEET TO A POINT ON THE CENTERLINE OF AND EXISTING ROAD EASEMENT; THENCE S. 89°48'08" W. ALONG SAID CENTERLINE A DISTANCE OF 427.26 FEET; THENCE N. 22°21'13" W. A DISTANCE OF 661.72 FEET; THENCE N. 89°16'38" E. A DISTANCE OF 489.73 FEET; THENCE N. 00°43'22" W. A DISTANCE OF 65.41 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 24; THENCE N. 89°16'19" E. ALONG SAID BOUNDARY A DISTANCE OF 187.72 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT A OF PROPOSED BIG LOST RIVER SUBDIVISION AND WILL BE BINDING TO ANY FUTURE SUCCESSORS AND/OR ASSIGNS UPON RECORDATION OF SAID PLAT.

PARCEL 2:

SUBJECT TO AND TOGETHER WITH A 50 FOOT WIDE EASEMENT, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE NE $\frac{1}{4}$, SECTION 24, TOWNSHIP 6 NORTH, RANGE 25 E.B.M., AND THE NW $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 26 E.B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 24, FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION BEARS S. 89°16'19" W. A DISTANCE OF 2664.15 FEET, THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 87°51'34" E. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 19 A DISTANCE OF 1,367.42 FEET TO THE NE CORNER OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 19; THENCE S. 00°11'52" E. ALONG THE EASTERLY BOUNDARY OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ A DISTANCE OF 635.59 FEET TO A POINT ON THE CENTERLINE OF SAID EASEMENT AND THE POINT OF BEGINNING; THENCE S. 89°48'08" W. ALONG SAID CENTERLINE A DISTANCE OF 2538.30 FEET TO THE POINT OF TERMINUS.

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

Date: 01/11/2007

Warranty Deed
- continued

File No.: 193287-B (Id)

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

Dell Harney Personal Representative
Dell Harney Personal Representative

STATE OF North Carolina ss.
COUNTY OF Swain

On this 12th day of January, 2007, before me, a Notary Public in and for said State, personally appeared Dell Harney, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of Karen K Harney, and acknowledged to me that he executed the same as such Personal Representative.

Dell Harney
Notary Public of North Carolina
Residing at: Swain County
Commission Expires: 02-19-2009



WADE SURVEYING

Global Positioning Service

Land Surveying and Planning

104 S. Warpath St.
Salmon, Idaho 83467

Phone: (208)-756-3070

December 21, 2006

PARCEL "A"

A parcel of land located in the NE1/4, Section 24, T. 06 N., R. 25 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 24, from which the N1/4 Corner of said section bears S 89°16'19"W a distance of 2664.15 ft., the Basis Of Bearing of this description, run thence S 89°16'19"W along the northerly boundary of said section a distance of 744.79 ft. to the POINT OF BEGINNING;

Thence S 00°11'52"E a distance of 684.49 ft. to a point on the centerline of an existing road easement.

Thence S 89°48'08"W along said centerline a distance of 427.26 ft.;

Thence N 22°21'13"W a distance of 661.72 ft.;

Thence N 89°16'38"E a distance of 489.73 ft.;

Thence N 00°43'22"W a distance of 65.41 ft. to a point on the northerly boundary of said Section 24;

Thence N 89°16'19"E along said boundary a distance of 187.72 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 8.10 ACRES.

SUBJECT TO AND TOGETHER WITH: a 50 ft. wide easement, 25 ft. on either side of the following described centerline located in the NE1/4, Section 24, T. 06 N., R. 25 E. and the NW1/4 of Section 19, T. 06 N., R. 26 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 24, from which the N1/4 Corner of said section bears S 89°16'19"W a distance of 2664.15 ft., the Basis Of Bearing of this description, run thence S 87°51'34"E along the northerly boundary of said Section 19 a distance of 1367.42 ft. to the NE Corner of the NW1/4NW1/4 of said Section 19;

Thence S 00°11'52"E along the easterly boundary of said NW1/4NW1/4 a distance of 635.59 ft. to a point on the centerline of said easement and the POINT OF BEGINNING;

Thence S 89°48'08"W along said centerline a distance of 2538.30 ft. to the POINT OF TERMINUS.

237923

AFTER RECORDING MAIL TO:

~~Dell Harney~~
780 Bailey Road
Madison, NC 27025

BLRS Homeowners Association
PO Box 645
Moore, ID 83255

Common Area

QUITCLAIM DEED

File No.: 236949-B (Id)

Date: November 20, 2007

For Value Received, Dell Harney, individually and as Personal Representative of the Estate of Karen Harney, do(es) hereby convey, release, remise, and forever quit claim unto Big Lost River Subdivision Homeowners Association, whose address is c/o PO Box 645, Moore, Idaho 83255, herein after called the Grantee, the following described premises situated in Custer County, Idaho, to-wit:

Legal Description attached as Exhibit "A"

together with its appurtenances.

Dated: 11/28/07

Dell Harney
Dell Harney

Dell Harney, as personal representative of the estate of Karen Harney
Dell Harney, as Personal Representative of the
Estate of Karen Harney

237923
Custer County Req. of
DELL HARNEY
Time 3:25 PM Date 12-3-2007
Barbara G. Breedlove, Clerk
B. Crisp \$9.00
Deputy

237923

APN:

Quitclaim Deed - continued

File No.: 236949-B (1d)

Date: 11/20/2007

STATE OF North Carolina)
) SS.
 COUNTY OF Guilford)

On this 28th day of November, 2007, before me, a Notary Public in and for said State, personally appeared **Dell Harney**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lynn C. Casto
 Notary Public of North Carolina
 Residing at: 3002 Laurel Springs Dr.
 Commission Expires: Brentford, NC
5-17-2011 27410

STATE OF North Carolina)
) SS.
 COUNTY OF Guilford)

On this 28th day of November, 2007, before me, a Notary Public in and for said State, personally appeared **Dell Harney**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Karen Harney**, and acknowledged to me that he executed the same as such Personal Representative.

Lynn C. Casto
 Notary Public of North Carolina
 Residing at: 3002 Laurel Springs Dr.
 Commission Expires: Brentford, NC
5-17-2011 27410

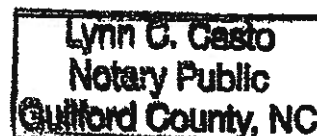
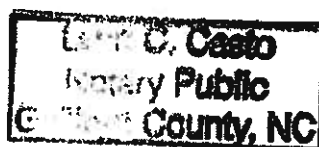


EXHIBIT A**Common Area**

A parcel of land located in the NE1/4, Section 24, T. 6 N., R. 25 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Beginning at the N1/4 Corner of said Section 24, from which the NE Corner of said section bears N 89°16'19"E a distance of 2664.15 ft., the Basis Of Bearing of this description;

Thence N 89°16'19"E along the northerly boundary of said section a distance of 941.64 ft.;

Thence S 00°43'22"E a distance of 65.34 ft.;

Thence N 89°16'38"E a distance of 300.27 ft.;

Thence S 22°21'13"E a distance of 1864.68 ft.;

Thence S 00°11'52"E a distance of 929.12 ft. to a point on the southerly boundary of the NE1/4 of said section and the easterly bank of the Big Lost River;

Thence the following courses and distances along said easterly bank:

N 65°52'03"W	62.14 ft.;	N 43°50'07"W	129.46 ft.;
N 18°20'02"W	234.39 ft.;	N 11°45'50"E	108.50 ft.;
N 11°09'33"E	188.47 ft.;	N 23°33'11"W	127.35 ft.;
N 58°48'06"W	270.01 ft.;	N 31°18'10"W	101.65 ft.;
N 48°07'11"W	364.39 ft.;	N 18°14'01"E	81.00 ft.;
N 45°15'20"E	151.89 ft.;	N 17°16'35"E	128.71 ft.;
N 23°05'42"W	149.43 ft.;	N 32°56'23"W	221.09 ft.;
N 09°36'59"W	362.45 ft.;	N 14°15'21"W	113.63 ft.;
N 65°57'18"W	138.95 ft.;	S 85°06'08"W	210.73 ft.;
S 73°26'17"W	142.18 ft.;	S 88°08'58"W	238.02 ft.;
S 86°53'21"W	185.23 ft.;	N 68°51'58"W	177.86 ft.;

Thence N 00°38'35"W a distance of 277.65 ft. to the POINT OF BEGINNING.

237093

Pg 1 of 1

In June of 2007 the rules and regulation of the Big Lost River subdivision home owners association were formed. A copy of the rules and regulations can be obtained from the current Secretary / Treasurer of the homeowners association.

In Witness Whereof, the said Dell Harney, as Personal Representative of the Estate of Karen Harney, has hereunto set his/her hand this 12th day of July, 2007.

237093

Custer County Reg. of
Kit Christensen
Time 2:45 PM Date 7-24-2007
Barbara C. Breedlove, Clerk
D. Harney \$3.00
Deputy

Dell Harney
Signature

Dell Harney
Type or Print Name

State of North Carolina
County of Guilford

On this 12th day of July, in the year of 2007, before me
the Personal Representative (name and quality of officer), personally appeared
Dell Harney, known or identified to me (or proved to me on the
oath of N/A, to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) **Lynn C. Casto**
Notary Public
Guilford County, NC

Lynn C. Casto
Notary Public

My commission expires: 5-17-2011 LYNN C CASTO
Type or Print Name

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Dell Harney whose address is 750 Bailey Road
Madison, NC 27025, (Grantor) does hereby grant, assign and
convey unto Big Lost River Subdivision Homeowners Association whose principal
office address is presently at 3427 W 3700 N, Moore, ID 83255, (Grantee) and to
Grantees heirs and assigns forever, all of Grantor's right title and interest in the water
rights 34-00126 & 34-00127 described in Exhibits 1 and 2 and hereto (collectively the
"Water Rights")

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

Grantor hereby covenants and warrants to Grantee as follows:

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

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

Dell Harney
11/28/01
Big Lost River
10/01

23-1471

IN WITNESS WHEREOF, the undersigned (Grantor) has hereunto set his hand and seal on the date shown.

Grantor: Dell Harney
(Signature)

Dated: 8-8-2008

Dell Harney
(Print Name)

Exhibits:

Exhibit 1: Water Right Report 34-00126

Exhibit 2: Water Right Report 34-00127

STATE OF NC)

County of Guilford)

On this 8 day of August, 2008, before me Jason Kennedy,
a Notary Public in and for said State, personally appeared Dell Harney,
known or identified to me to be the persons whose name is subscribed to the within and
foregoing instrument, and acknowledged to me that executed the same.

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

(Seal)



Jason Kennedy
Notary Public for: Guilford County, NC
Residing at: 2616 Battleground Ave Greensboro, NC 27408
My commission expires: 7-15-09

23461

Exhibit 1

WATER RIGHT NO. 34-00126

Owner Type **Name and Address**
Current Owner KAREN HARNEY
C/O DELL HARNEY REPRESENTATIVE
355 SHEPHARD RD
MADISON, NC 27025
(336) 548-1115

Priority Date: 05/01/1904

Basis: Decreed

Status: Active

Source **Tributary**
BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume
IRRIGATION 5/01 10/15 1.68 CFS
Total Diversion 1.68 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	25E	24		NENE	32		NWNE	5		SENE	25			
	26E	19	1	NWNW	34	2	SWNW	34						

Total Acres: 130

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-00127 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 130 ACRES IN A SINGLE IRRIGATION SEASON.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER
3. C18 RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. WATER DELIVERED THROUGH THE BECK/MC GOWAN DITCH.

Decreed Date: 12/14/2001

Other Information:

State or Federal: S

Water District Number: 34

Combined Acres Limit: 130

Exhibit 2

WATER RIGHT NO. 34-00127

Owner Type **Name and Address**

Current Owner KAREN HARNEY
C/O DELL HARNEY REPRESENTATIVE
355 SHEPHARD RD
MADISON, NC 27025
(336) 548-1115

Priority Date: 03/13/1908

Basis: Decreed

Status: Active

Source **Tributary**

BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume

IRRIGATION 5/01 10/15 1.52 CFS

Total Diversion 1.52 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

Place of Use Legal Description: IRRIGATION CUSTER County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres

06N	25E	24		NENE	32		NWNE	5		SENE	25		
	26E	19	1	NWNW	34	2	SWNW	34					

Total Acres: 130

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-00126 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 130 ACRES IN A SINGLE IRRIGATION SEASON.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE
3. C18 DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. WATER DELIVERED THROUGH THE BECK/MC GOWAN DITCH.

Decreed Date: 12/14/2001

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number: 34

Combined Acres Limit: 130

239279

SPECIAL WARRANTY DEED FOR WATER RIGHTS

KIVI Land & Livestock LLC whose address is P.O. Box 645
Moore, ID 83255, (Grantor) does hereby grant, assign and
convey unto Big Lost River Subdivision Homeowners Association whose principal
office address is presently at 3427 W 3700 N, Moore, ID 83255, (Grantee) and to
Grantees heirs and assigns forever, all of Grantor's right title and interest in the water
rights 34-00126 & 34-00127 described in Exhibits 1 and 2 and hereto (collectively the
"Water Rights")

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

Grantor hereby covenants and warrants to Grantee as follows:

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

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

239279

IN WITNESS WHEREOF, the undersigned (Grantor) has hereunto set his hand and seal on the date shown.

Grantor: *Kit Christensen* Dated: 8-4-2008
(Signature)

Kit Christensen - Manager, KIVI Land & Livestock LLC
(Print Name)

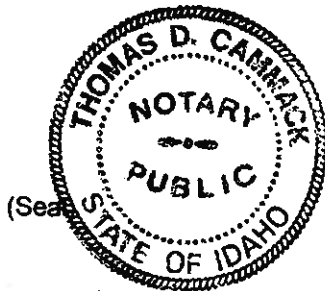
Exhibits:

Exhibit 1: Water Right Report 34-00126
Exhibit 2: Water Right Report 34-00127

STATE OF Idaho
County of Butte

On this 4 day of August, 2008, before me Thomas D. Cammack
a Notary Public in and for said State, personally appeared Kit Christensen,
known or identified to me to be the persons whose name is subscribed to the within and
foregoing instrument, and acknowledged to me that executed the same.

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



Thomas D. Cammack
Notary Public for: Idaho
Residing at: Arco, Butte County
My commission expires: 1-23-2010

Exhibit 1

WATER RIGHT NO. 34-00126

Owner Type **Name and Address**
 Current Owner KAREN HARNEY
 C/O DELL HARNEY REPRESENTATIVE
 355 SHEPHARD RD
 MADISON, NC 27025
 (336) 548-1115

Priority Date: 05/01/1904

Basis: Decreed

Status: Active

Source **Tributary**
 BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume
 IRRIGATION 5/01 10/15 1.68 CFS
 Total Diversion 1.68 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	25E	24		NENE	32		NWNE	5		SENE	25			
	26E	19	1	NWNW	34	2	SWNW	34						

Total Acres: 130

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-00127 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 130 ACRES IN A SINGLE IRRIGATION SEASON.
3. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. WATER DELIVERED THROUGH THE BECK/MC GOWAN DITCH.

Decreed Date: 12/14/2001

Other Information:

State or Federal: S

Water District Number: 34

Combined Acres Limit: 130

239279

Exhibit 2

WATER RIGHT NO. 34-00127

Owner Type **Name and Address**
 Current Owner KAREN HARNEY
 C/O DELL HARNEY REPRESENTATIVE
 355 SHEPHARD RD
 MADISON, NC 27025
 (336) 548-1115

Priority Date: 03/13/1908

Basis: Decreed

Status: Active

Source **Tributary**
 BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume
 IRRIGATION 5/01 10/15 1.52 CFS
 Total Diversion 1.52 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	25E	24		NENE	32		NWNE	5		SENE	25			
	26E	19	1	NWNW	34	2	SWNW	34						

Total Acres: 130

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
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THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER
3. C18 RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. WATER DELIVERED THROUGH THE BECK/MC GOWAN DITCH.

Decreed Date: 12/14/2001

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number: 34

Combined Acres Limit: 130

239279

Custer County Req. of

Vickie Christensen
 Time 8:17 A.M Date 2-5-2008

Barbara C. Bredlove, Clerk

Barbara C. Bredlove \$ 12.00
 Deputy

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Dell Harney whose address is 750 Bailey Road
Madison, NC 27025, (Grantor) does hereby grant, assign and
convey unto Big Lost River Subdivision Homeowners Association whose principal
office address is presently at 3427 W 3700 N, Moore, ID 83255, (Grantee) and to
Grantees heirs and assigns forever, all of Grantor's right title and interest in the water
rights 34-00126 & 34-00127 described in Exhibits 1 and 2 and hereto (collectively the
"Water Rights")

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

Grantor hereby covenants and warrants to Grantee as follows:

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

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

Dell Harney
11/11/04
Big Lost River
10/11/04

23-1471

IN WITNESS WHEREOF, the undersigned (Grantor) has hereunto set his hand and seal on the date shown.

Grantor: Dell Harney
(Signature)

Dated: 8-8-2008

Dell Harney
(Print Name)

Exhibits:

Exhibit 1: Water Right Report 34-00126

Exhibit 2: Water Right Report 34-00127

STATE OF NC)

County of Guilford)

On this 8 day of August, 2008, before me Jason Kennedy,
a Notary Public in and for said State, personally appeared Dell Harney,
known or identified to me to be the persons whose name is subscribed to the within and
foregoing instrument, and acknowledged to me that executed the same.

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

(Seal)



Jason Kennedy
Notary Public for: Guilford County, NC
Residing at: 2618 Battleground Ave Greensboro, NC 27408
My commission expires: 7-15-09

272-131

Exhibit 1

WATER RIGHT NO. 34-00126

Owner Type **Name and Address**

Current Owner KAREN HARNEY
C/O DELL HARNEY REPRESENTATIVE
355 SHEPHARD RD
MADISON, NC 27025
(336) 548-1115

Priority Date: 05/01/1904

Basis: Decreed

Status: Active

Source **Tributary**

BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume

IRRIGATION 5/01 10/15 1.68 CFS

Total Diversion 1.68 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	25E	24		NENE	32		NWNE	5		SENE	25			
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Total Acres: 130

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4. WATER DELIVERED THROUGH THE BECK/MC GOWAN DITCH.

Decreed Date: 12/14/2001

Other Information:

State or Federal: S

Water District Number: 34

Combined Acres Limit: 130

Exhibit 2

WATER RIGHT NO. 34-00127

Owner Type **Name and Address**

Current Owner KAREN HARNEY
C/O DELL HARNEY REPRESENTATIVE
355 SHEPHARD RD
MADISON, NC 27025
(336) 548-1115

Priority Date: 03/13/1908

Basis: Decreed

Status: Active

Source **Tributary**

BIG LOST RIVER SINKS

Beneficial Use From To Diversion Rate Volume

IRRIGATION 5/01 10/15 1.52 CFS

Total Diversion 1.52 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER SWSESW Sec. 11 Township 06N Range 25E CUSTER County

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<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	25E	24		NENE	32		NWNE	5		SENE	25			
	26E	19	1	NWNW	34	2	SWNW	34						

Total Acres: 130

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