

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 74871

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant The Harry S. Rinker and Diane J. Rinker Revocable Trust Phone (714) 979-8300

Post Office address P.O. Box 7250, Newport Beach, CA 92658

RECEIVED

MAY 20 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Split Right
2. Describe the reason for the proposed changes Move a portion of purchased water rights to applicant's land and create PPU.

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

1. Right Number Exhibit A Priority _____ Amount (cfs/ac-ft) _____ Nature of Use _____ Period of Use _____ to _____ to _____ to _____
2. Total amount of water being transferred 1.87* cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Big Wood River/Groundwater tributary to Malad River/
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		SW	NW	36	02N	18E	Blaine	District Canal
		SE	NE	6	01N	18E	Blaine	Proposed new well

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
01N	18E	1	38.7	6.6		22.1													67.4
01N	19E	6					38.3	39	16.3										93.6



**RINKER - BLECHMAN/PETERSON
PIVOT CALCULATION
NAIP 2004 AERIAL**

Legend

- Property Boundary
- Section_Lines
- Pivot Calc.
- t01n19e
- t01n18e
- gcdb_tr



40 37-113K,4CFS,1884; 37-482D,0.5CFS,1884;
37-705,2.2CFS,1883; 37-20624,6.06CFS,1884

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MAY 20 2008

DEPT. OF WATER RESOURCES
SOUTHERN REGION

**Narrative in Support of Water Right Transfers
The Harry S. Rinker and Diane J. Rinker Revocable Trust**

May 20, 2008

Brockway Engineering, PLLC

The applicant has purchased 20 acres of irrigation water rights from South County Estates, appurtenant to land directly south of the applicant's property near Bellevue. A copy of the purchase and sale agreement is included with the application, confirming the applicant's purchase and authority to file the transfer application.

The nature of use and the period of use for the portions of water rights will not be altered. Six parcels of land owned by South County Estates with a combined total of 20 acres will be dried up. The 20 acres to be dried up is a portion of water rights 37-481C, 37-482H, 37-483C, 37-577BT, and 37-2630 which are used to irrigate 289 acres for South County Estates. Legal descriptions and maps of the 6 parcels have been prepared by Galena Engineering, Inc. and are included in the application. The 20 acres of transferred water will be placed in a 161-acre PPU that includes water rights 37-113K, 37-482D, and 37-705 which are currently applicable to 141 acres on the applicant's property. The total combined acreage after the transfer will be 161 acres. The attached map shows the PPU boundary after the transfer.

Water right 37-2630 is a groundwater right. Upon approval of the transfer, the applicant intends to drill a new well located east of Gannett Road in SENE Section 6 to deliver this right. All other water rights are surface rights with points of diversion remaining unchanged at the District 45 Canal diversion from the Big Wood River.

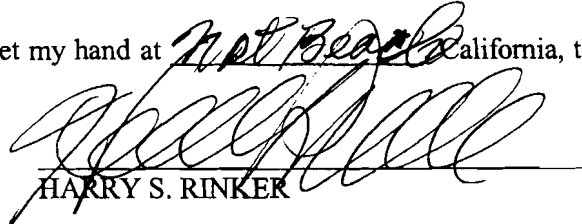
SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **HARRY S. RINKER**, do hereby make, constitute and appoint **CHARLES E. BROCKWAY**, of 2016 N. Washington St., Suite 4, Twin Falls, ID 83301, my true and lawful attorney for me, in my name, place and stead, and on my behalf, with full power and authority to execute any and all documents on my behalf as fully and effectually to all intents and purposes as I could do in my own proper person, with full power of substitution, hereby ratifying and confirming all that my said attorney in fact shall lawfully do, or cause to be done, by virtue of the authority herein granted and necessary or useful to carry into effect any or all of the following acts, deeds and things:

1. To execute on my behalf notices of claim, motions, or other pleadings to be filed with the Idaho Department of Water Resources, including filings, in Case No. 39576, now pending in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, commonly referred to as the Snake River Basin Adjudication. My attorney shall also have the power to execute on my behalf any Application for appropriation of a water right, transfer of a water right, water bank application, exchange application, or other similar documents affecting any water right which I now have an ownership interest in, or may hereafter acquire, or which water right is owned, in whole or in part, by a trust, corporation, limited liability company or other business entity of which I am a trustee, officer, member or owner.
2. This instrument is to be construed and interpreted as a special power of attorney, limited to the enumeration of the specific terms, items, acts, rights or powers herein granted. This power of attorney shall remain in effect until it is revoked by me in writing.
3. This power of attorney shall not be affected by my disability.

IN WITNESS WHEREOF, I have hereunto set my hand at Hot Beach California, this 4th day of April, 2008.


HARRY S. RINKER

STATE OF _____)
County of _____) :ss

See attached

On this ____ day of ~~March~~, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY S. RINKER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

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

NOTARY PUBLIC for _____
Residing at _____
Comm Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 04/04/08

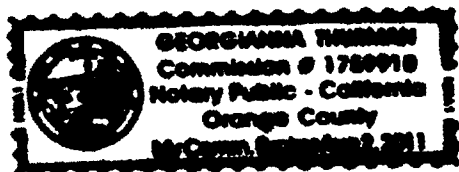
Date

before me, Georgianna Thurman

Here Insert Name and Title of the Officer

personally appeared Harry J. Rinker

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Georgianna Thurman

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Power of Attorney (Charles E. Blackway)

Document Date: N/A

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Harry J. Rinker

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

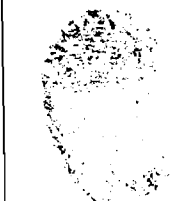
☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

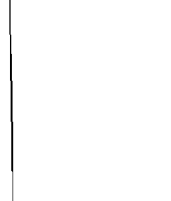
☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT is made and entered into this 15th day of February, 2008, by and between SOUTH COUNTY ESTATES, LLC, an Idaho limited liability company (hereinafter referred to as "Seller"), and THE HARRY S. RINKER AND DIANE J. RINKER REVOCABLE TRUST Dated May 10, 1996, as Amended and Restated, (hereinafter referred to as "Buyer").

RECITALS:

WHEREAS, the Seller owns stacked Water Rights for irrigation of 289 acres appurtenant to Seller's real property located in the County of Blaine, State of Idaho known as the "Peterson Ranch," identified by the Idaho department of Water Resources ("IDWR") as Combined Water Right Numbers: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630, and more particularly described on Exhibit "A" to this Agreement, consisting of five pages, attached hereto and incorporated herein by reference (the "Water Rights"); and

WHEREAS, the Buyer desires to purchase a portion of the Water Rights from the Seller in accordance with the terms herein below set forth;

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

ARTICLE 1

Sale of Water Right.

1.1 The Seller agrees to sell and convey, and the Buyer agrees to purchase twenty (20) acres of the Water Rights (ie. 20/289 of each water right set forth on Exhibit A) to be transferred to Buyer's Blechman Ranch Property (the "Transferred Water Rights").

ARTICLE 2

Purchase Price/Closing Date/Contingency.

2.1 The purchase price shall be [REDACTED] per acre for a total purchase price of [REDACTED]. Any amount of conveyance loss to be left in the original conveyance system for the Water Rights shall be absorbed by Buyer.

2.2 Earnest money:

2.2.1 Upon execution of this Agreement, the Buyer shall deposit into escrow with Blaine County Title Company the sum of [REDACTED] as earnest money, which shall become nonrefundable upon publication of public notice of the proposed transfer by IDWR.

ORIGINAL

2.2.2 If the transfer is not approved, then the earnest money payment shall be refunded in its entirety to Buyer within thirty (30) days of any denial of the transfer by IDWR. *or a court order*

2.2.3 Within and forty-eight (48) hours of the expiration of the protest period, unless an objection is made, the earnest money shall be increased to a total of twenty percent (20%) of the purchase price, and [REDACTED] shall be released to Seller, *subject to Par. 2.2.2 above.*

2.2.4 The parties shall close five (5) days from the date of the entry of the final order of IDWR approving the transfer and such order having become non-appealable.

2.2.5 If the Buyer fails to close on the closing date, then the Buyer shall forfeit the earnest money to Seller.

2.3 Other than a final order entered by IDWR on the transfer proceeding having become non-appealable, there are no contingencies for Buyer's obligation to purchase the Transferred Water Rights under this Agreement. Seller's obligations are contingent upon IDWR approval of the transfer of the Transferred Water Rights to the Buyers' adjacent property known as the Blechman Ranch in the form of a final order, and such final order having become non-appealable.

2.4. Neither Seller nor Buyer has used a broker with respect to this transaction and each agree to indemnify and holds the other party harmless from any and all claims for a commission arising from third parties claiming to represent them in connection with this sale.

ARTICLE 3

Warranties and Disclaimer.

3.1 The Buyer acknowledges and agrees that they have been informed and understand that the Seller makes no warranties, express or implied, with respect to the Transferred water Rights.

ARTICLE 4

Deed.

4.1 Title shall be conveyed by a Quitclaim Deed once the final order of IDWR has been entered and become non-appealable, and such Deed shall convey to Buyers the fee simple of the water right free from all encumbrances. The Title Company responsible for the closing of this transaction shall be Blaine County Title Company.

ARTICLE 5

Water Right Transfer.

5.1 Buyer shall be responsible to pay for all fees and costs of the transfer, whether or not the transfer is approved by IDWR. Seller and Buyer shall jointly file for the transfer. As the current owner of the water right, Seller agrees to cooperate in the transfer by signing any and all

necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision.

ARTICLE 6

Miscellaneous Provisions.

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

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

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

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

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

6.6 Time is of the Essence. Time is of the essence in connection with the duties and obligations contained herein.

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

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

6.9 Severance and Validity. In the event any provision of this Agreement or any part hereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being

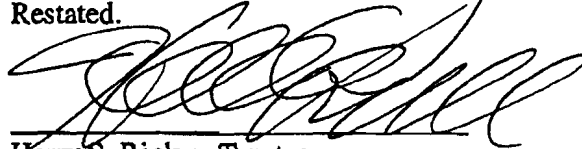
agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

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

Dated 2-19-08

BUYER:

The Harry S. Rinker and Diane J. Rinker Revocable Trust Dated May 10, 1996, as Amended and Restated.

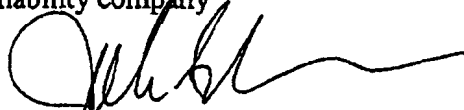


Harry S. Rinker, Trustee

Dated 2/15/08

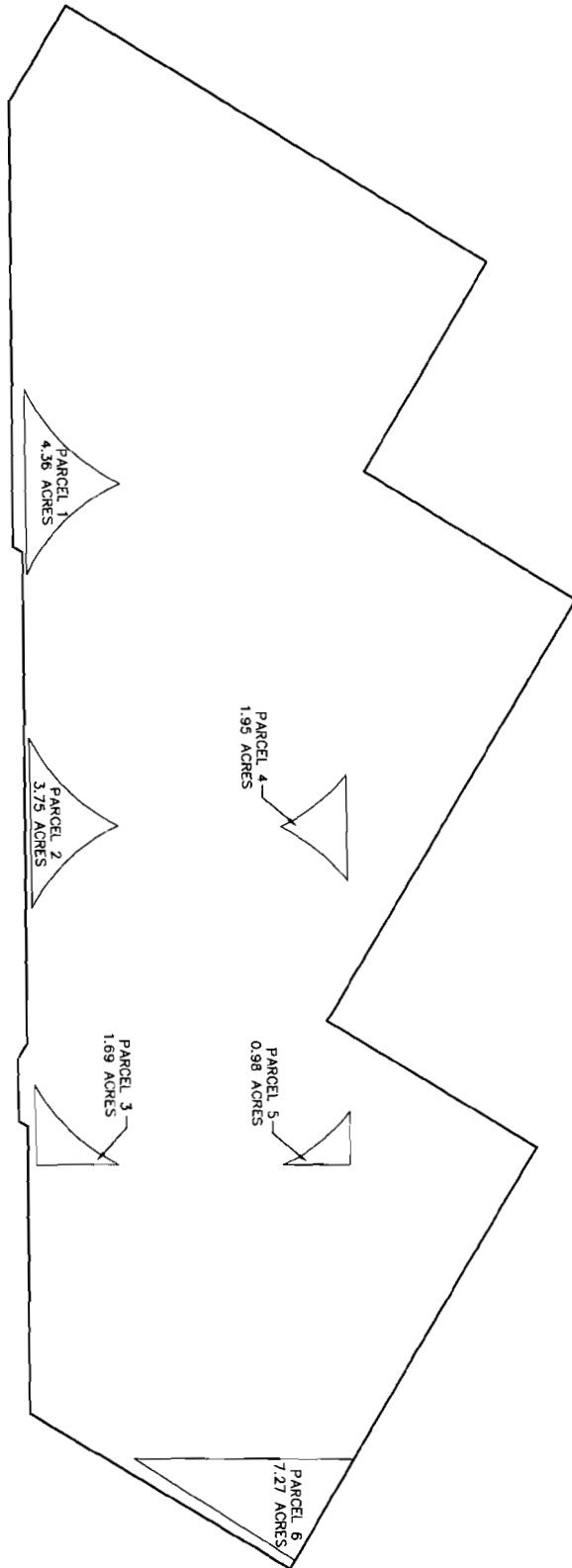
SELLER:

South County Estates, LLC, and Idaho limited liability company



John Scherer, Managing Member

SCALE: 1" = 300'



NO.	DATE	BY	REVISIONS

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 850 Second Avenue North
 P.O. Box 426
 Kalispell, Montana 59901
 (406) 736-4728
 email: galena@galena-engineering.com

REUSE OF DRAWINGS
 These drawings, or any portion thereof, shall not be used on any project or subdivision of this Project without the agreement in writing with Galena Engineering, Inc.

DESIGNED BY: GLE
 DATE: 04/22/08
 DRAWN BY: GLE
 DATE: 04/22/08
 CHECKED BY: GLE
 DATE: 04/22/08

AN WATER RIGHTS TRANSFER EXHIBIT SHOWING

BELLE RANCH SUBDIVISION

WITHIN SECTIONS 6 & 7, T.1N., R.19E., S.M., BLAINE COUNTY, IDAHO
 PREPARED FOR SOUTH COUNTY ESTATES LLC

PROJECT INFORMATION
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SHT 1 OF 1

Exhibit "A"

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 1: A parcel of land in the Northeast $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northeast corner of Section 1, which is a brass cap, corner record #159304; thence

North $89^{\circ}24'41''$ West along the North section line of Section 1 for 1600.32 feet to a found $\frac{5}{8}$ " rebar and cap (LS-1000) on the Easterly boundary of the old railroad right of way and which measures 320.00 feet perpendicular to the centerline of the abandoned tracks and being the REAL POINT OF BEGINNING; thence

South $30^{\circ}35'40''$ East and parallel with the centerline of the abandoned tracks a distance of 835.00 feet to a found $\frac{5}{8}$ " rebar and cap (LS-1000); thence

South $13^{\circ}05'40''$ East a distance of 897.89 feet to a found $\frac{5}{8}$ " rebar and cap (LS-1000) which measures 50.00 feet perpendicular to the centerline of the abandoned tracks; thence

North $30^{\circ}35'40''$ West and parallel to the centerline of the abandoned tracks a distance of 1854.74 feet to a point on the North line of said Section 1; thence

South $89^{\circ}24'41''$ East along the North section line of Section 1 a distance of 315.60 feet to the REAL POINT OF BEGINNING.

Please find attached legal descriptions for parcels 1 through 6 totaling 20 acres. The parcels are as follows:

Parcel 1 – 4.36 Ac

Parcel 2 – 3.75 Ac

Parcel 3 – 1.69 Ac

Parcel 4 – 1.95 Ac

Parcel 5 – 0.98 Ac

Parcel 6 – 7.27 Ac

Total- 20.00 Ac

A LEGAL DESCRIPTION FOR PARCEL 1

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 6 AND SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

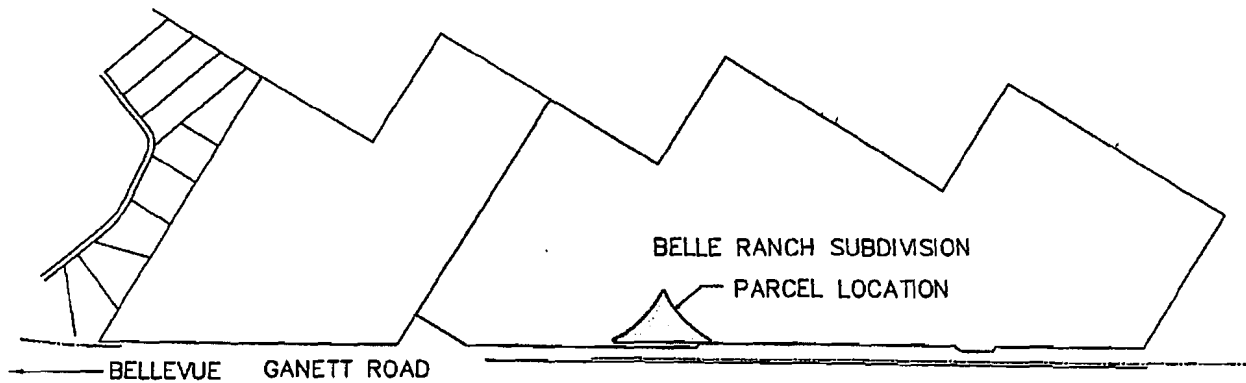
BEGINNING AT THE CENTER $\frac{1}{4}$ CORNER OF SECTION 6; THENCE N $89^{\circ}11'54''$ W, 2608.84 FEET ALONG THE $\frac{1}{4}$ SECTION LINE OF SECTION 6 TO THE WEST $\frac{1}{4}$ CORNER OF SECTION 6; THENCE ALONG THE SECTION LINE COMMON TO SECTION 6 AND SECTION 1 S $00^{\circ}04'55''$ E, 493.37 FEET; THENCE LEAVING SAID SECTION LINE S $30^{\circ}58'14''$ E, 1620.99 FEET TO THE TRUE POINT OF BEGINNING.

THENCE 724.54 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1083.94 FEET, A CENTRAL ANGLE OF $38^{\circ}17'55''$, AND A CHORD WHICH BEARS S $75^{\circ}47'07''$ E, 711.13 FEET;

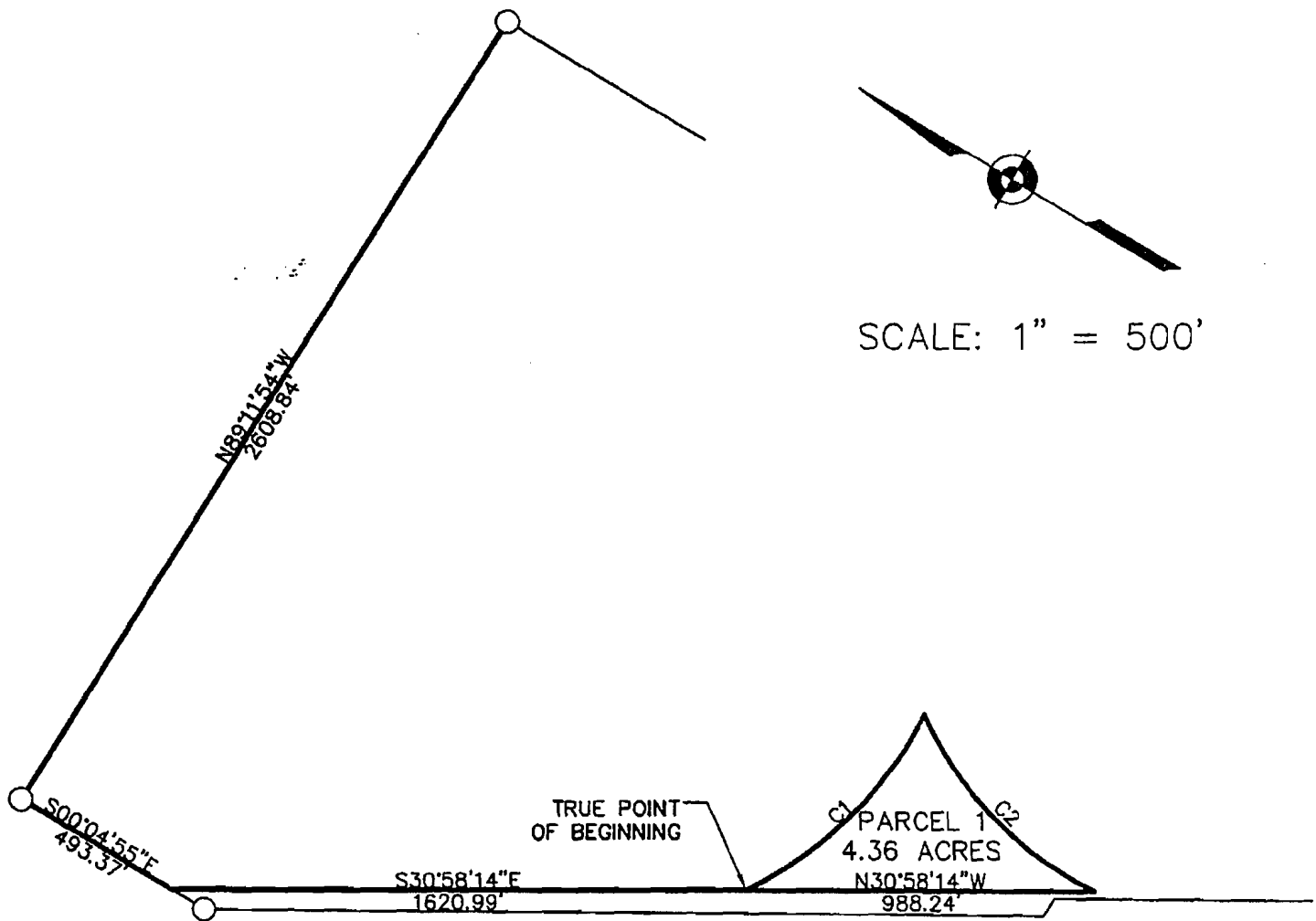
THENCE 711.34 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.54 FEET, A CENTRAL ANGLE OF $40^{\circ}31'57''$, AND A CHORD WHICH BEARS S $15^{\circ}02'40''$ W, 696.60 FEET;

THENCE N $30^{\circ}58'14''$ W, 988.24 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.36 ACRES, MORE OR LESS.



VICINITY MAP



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	724.54'	1083.94'	376.39'	38°17'55"	711.13'	S 75°47'07" E
C2	711.34'	1005.54'	371.28'	40°31'57"	696.60'	S 15°02'40" W

REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

Galena
Engineering
Inc.

Civil Engineers & Land Surveyors
680 Second Avenue North
P.O. Box 425
Ketchum, Idaho 83340
(208) 726-4729
(208) 726-4783 fax
email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
WITHIN S 6, T.1N., R.18E., E.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION
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A LEGAL DESCRIPTION FOR PARCEL 2

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

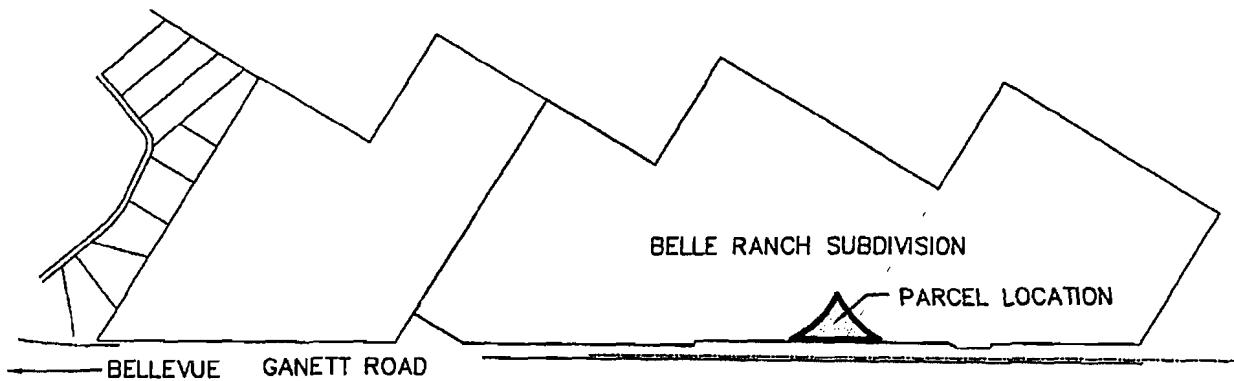
BEGINNING AT THE CENTER $\frac{1}{4}$ CORNER OF SECTION 6; THENCE N $89^{\circ}11'54''$ W, 2608.84 FEET ALONG THE $\frac{1}{4}$ SECTION LINE OF SECTION 6 TO THE WEST $\frac{1}{4}$ CORNER OF SECTION 6; THENCE ALONG THE SECTION LINE COMMON TO SECTION 6 AND SECTION 1 S $00^{\circ}04'55''$ E, 493.37 FEET; THENCE LEAVING SAID SECTION LINE S $30^{\circ}58'14''$ E, 3482.88 FEET TO THE TRUE POINT OF BEGINNING.

THENCE 671.14 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.54 FEET, A CENTRAL ANGLE OF $38^{\circ}14'31''$, AND A CHORD WHICH BEARS S $75^{\circ}50'24''$ E, 658.75 FEET;

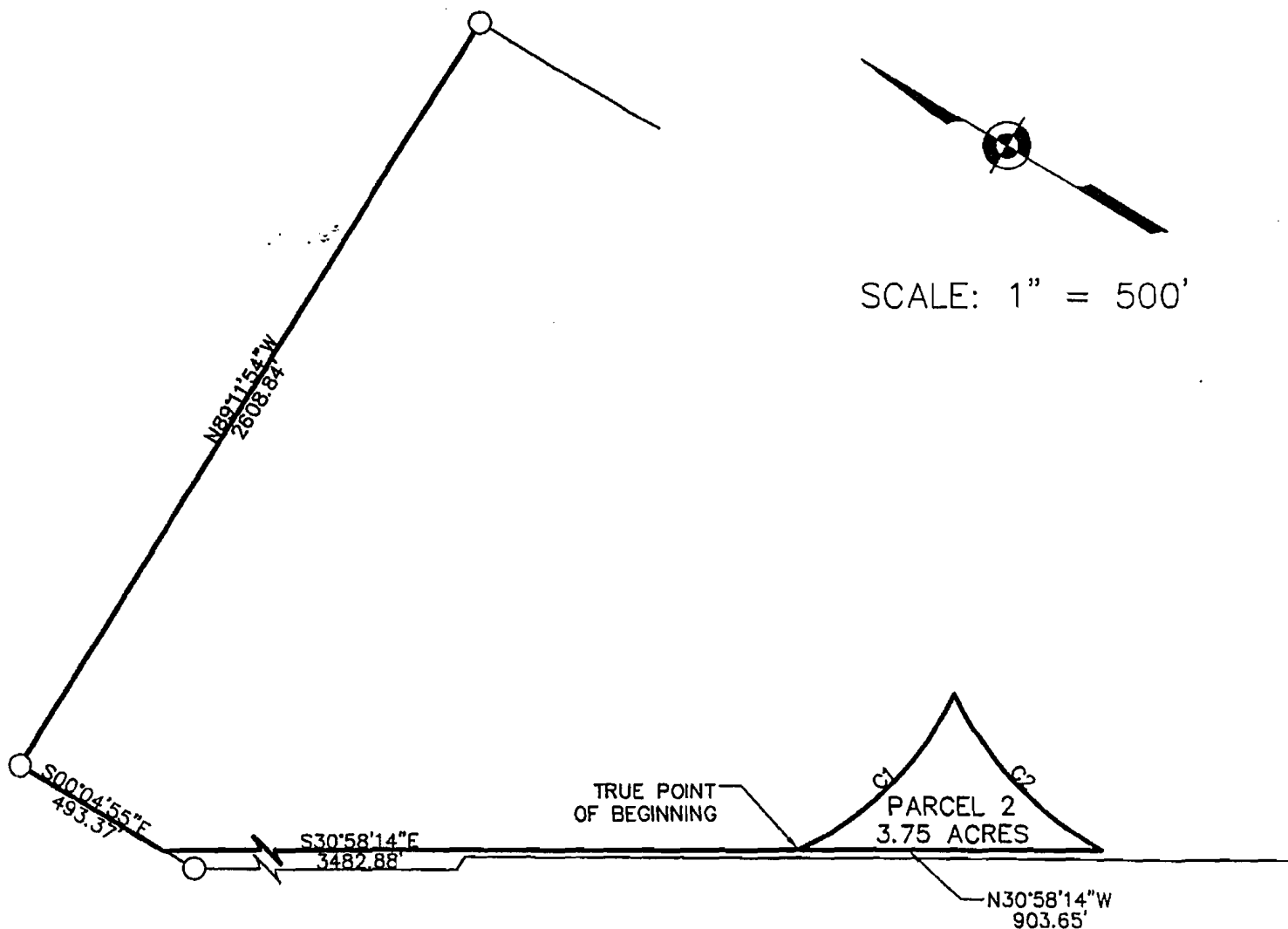
THENCE 648.99 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.18 FEET, A CENTRAL ANGLE OF $36^{\circ}59'35''$, AND A CHORD WHICH BEARS S $15^{\circ}48'24''$ W, 637.78 FEET;

THENCE N $30^{\circ}58'14''$ W, 903.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.75 ACRES, MORE OR LESS.



VICINITY MAP



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	671.14'	1005.54'	348.61'	38°14'31"	658.75'	S 75°50'24" E
C2	648.99'	1005.18'	336.26'	36°59'35"	637.78'	S 15°48'24" W

REUSE OF DRAWINGS

These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Galena Engineering, Inc.

Galena
Engineering
Inc.

Civil Engineers & Land Surveyors
686 Second Avenue North
P.O. Box 426
Ketchum, Idaho 83340
(208) 726-4729
(208) 726-4785 fax
email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
WITHIN S 6, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION

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A LEGAL DESCRIPTION FOR PARCEL 3

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

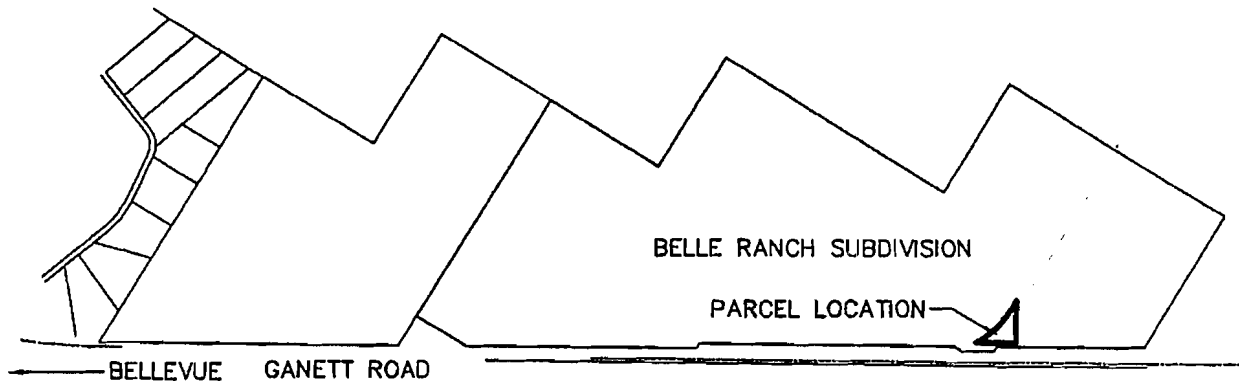
BEGINNING AT THE CENTER $\frac{1}{4}$ CORNER OF SECTION 6; THENCE N $89^{\circ}11'54''$ W, 2608.84 FEET ALONG THE $\frac{1}{4}$ SECTION LINE OF SECTION 6 TO THE WEST $\frac{1}{4}$ CORNER OF SECTION 6; THENCE ALONG THE SECTION LINE COMMON TO SECTION 6 AND SECTION 1 S $00^{\circ}04'55''$ E, 493.37 FEET; THENCE LEAVING SAID SECTION LINE S $30^{\circ}58'14''$ E, 5339.01 FEET TO THE TRUE POINT OF BEGINNING.

THENCE 623.93 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.18 FEET, A CENTRAL ANGLE OF $35^{\circ}33'53''$, AND A CHORD WHICH BEARS S $77^{\circ}02'00''$ E, 613.97 FEET;

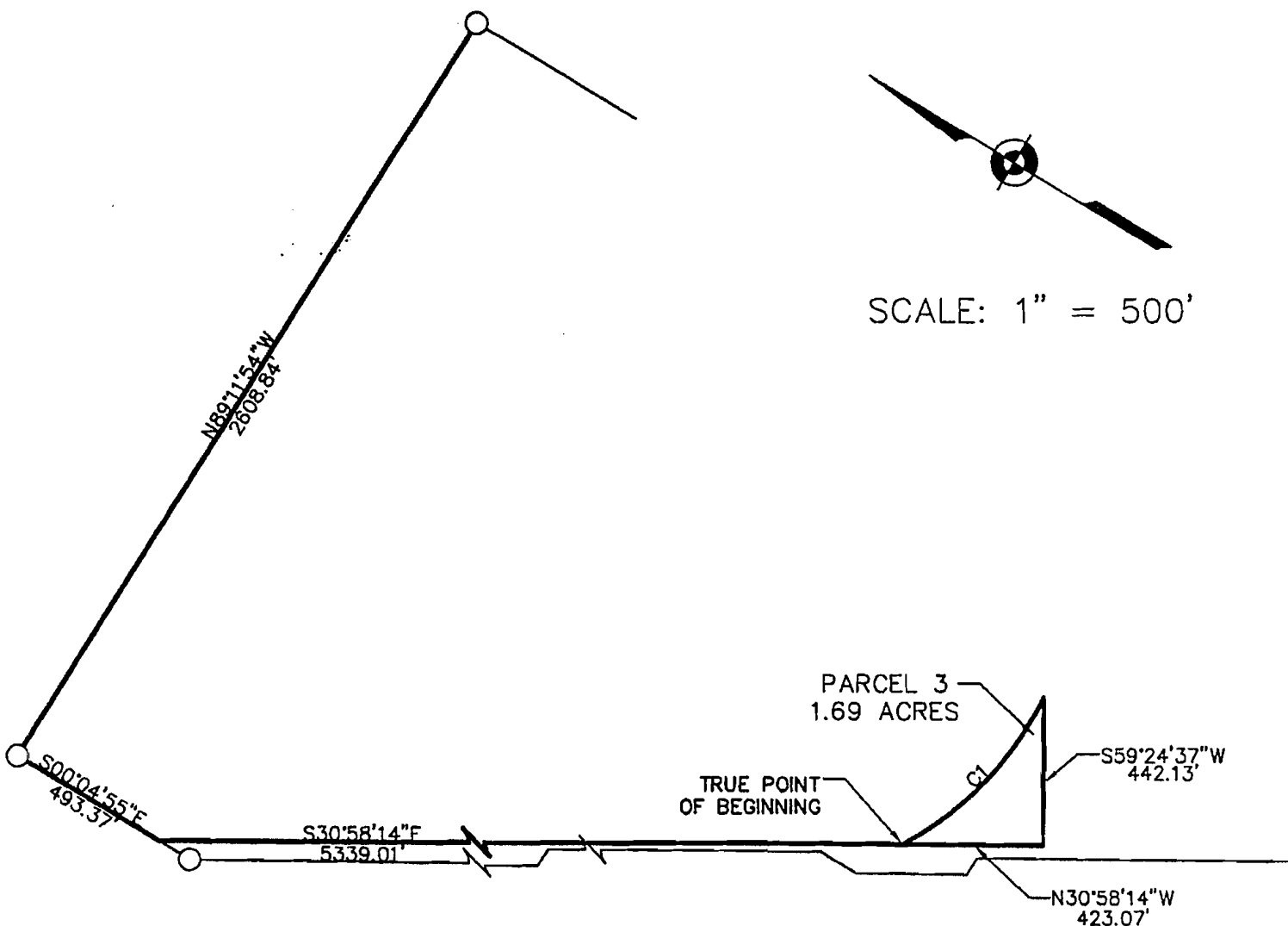
THENCE S $59^{\circ}24'37''$ W 442.13 FEET;

THENCE N $30^{\circ}58'14''$ W, 423.07 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.69 ACRES, MORE OR LESS.



VICINITY MAP



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	623.93'	1005.18'	322.39'	35°33'53"	613.97'	S 77°02'00" E

REUSE OF DRAWINGS

These drawings, or any portion thereof, shall not be used on any Project or extension of this Project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.

Civil Engineers & Land Surveyors
650 Second Avenue North
P.O. Box 426
Ketchum, Idaho 83340
(208) 726-4729
(208) 726-4783 fax
email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
WITHIN S 6, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION

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A LEGAL DESCRIPTION FOR PARCEL 4

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/16 CORNER OF SECTION 7; THENCE N 89°19'24" W, 1298.96 FEET ALONG THE NORTH 1/16 SECTION LINE OF SECTION 7 TO THE NORTHEAST 1/16 CORNER OF SECTION 7; THENCE N 21°35'55" W, 760.30 FEET TO THE TRUE POINT OF BEGINNING.

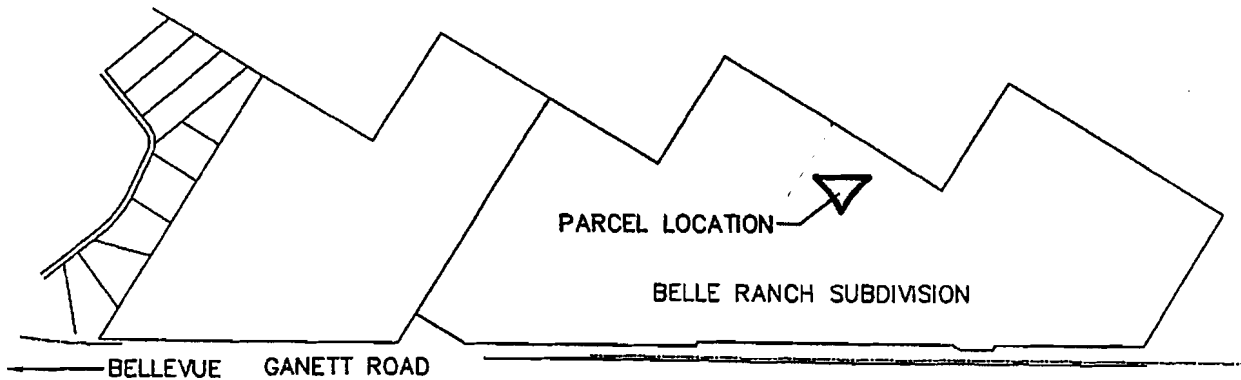
THENCE 463.23 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.18 FEET, A CENTRAL ANGLE OF 26°24'16", AND A CHORD WHICH BEARS N 81°44'56" W, 459.14 FEET;

THENCE 455.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.54 FEET, A CENTRAL ANGLE OF 25°57'20", AND A CHORD WHICH BEARS N 21°20'06" E, 451.63 FEET;

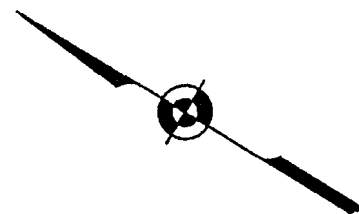
THENCE S 30°50'42" E 180.00 FEET;

THENCE S 30°46'54" E, 386.47 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.95 ACRES, MORE OR LESS.



VICINITY MAP



SCALE: 1" = 500'

S30°50'42"E
180.00'

S30°46'54"E
386.47'

N21°35'55"W
760.30'

N89°19'24"W
1298.96'

TRUE POINT
OF BEGINNING

PARCEL 4
1.95 ACRES

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	463.23'	1005.18'	235.80'	26°24'16"	459.14'	N 81°44'56" W
C2	455.52'	1005.54'	231.74'	25°57'20"	451.63'	N 21°20'06" E

REUSE OF DRAWINGS

These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.

Civil Engineers & Land Surveyors
660 Second Avenue North
P.O. Box 426
Ketchum, Idaho 83340
(208) 728-4729
(208) 728-4783 fax
email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
WITHIN S 6, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION

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A LEGAL DESCRIPTION FOR PARCEL 5

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

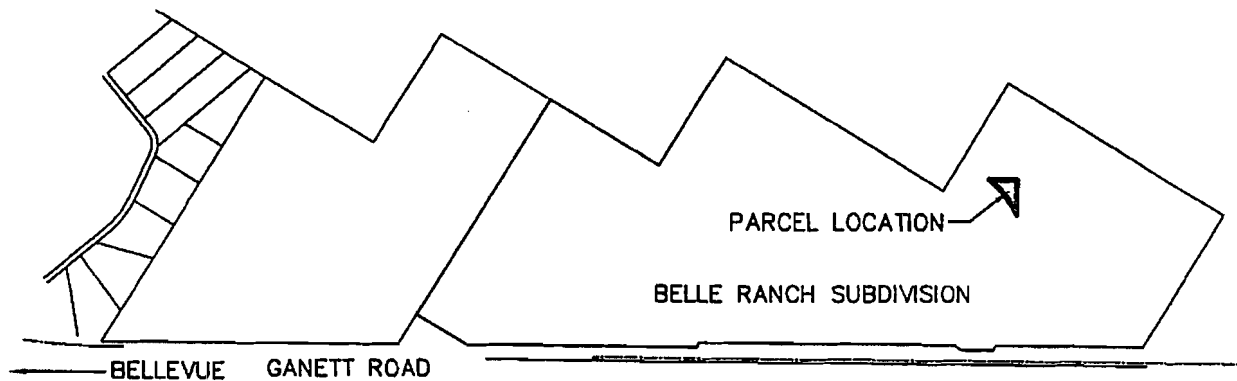
BEGINNING AT THE NORTH 1/16 CORNER OF SECTION 7; THENCE N 89°19'24" W, 1298.96 FEET ALONG THE NORTH 1/16 SECTION LINE OF SECTION 7 TO THE NORTHEAST 1/16 CORNER OF SECTION 7; THENCE S 44°18'57" E, 500.05 FEET TO THE TRUE POINT OF BEGINNING.

THENCE S 30°14'47" E 286.71 FEET;

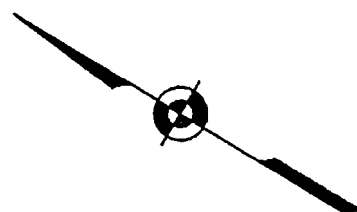
THENCE S 59°24'37" W 353.59 FEET;

THENCE 460.58 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.18 FEET, A CENTRAL ANGLE OF 26°15'12", AND A CHORD WHICH BEARS N 20°30'34" E, 456.56 FEET TO THE TRUE POINT OF BEGINNING.

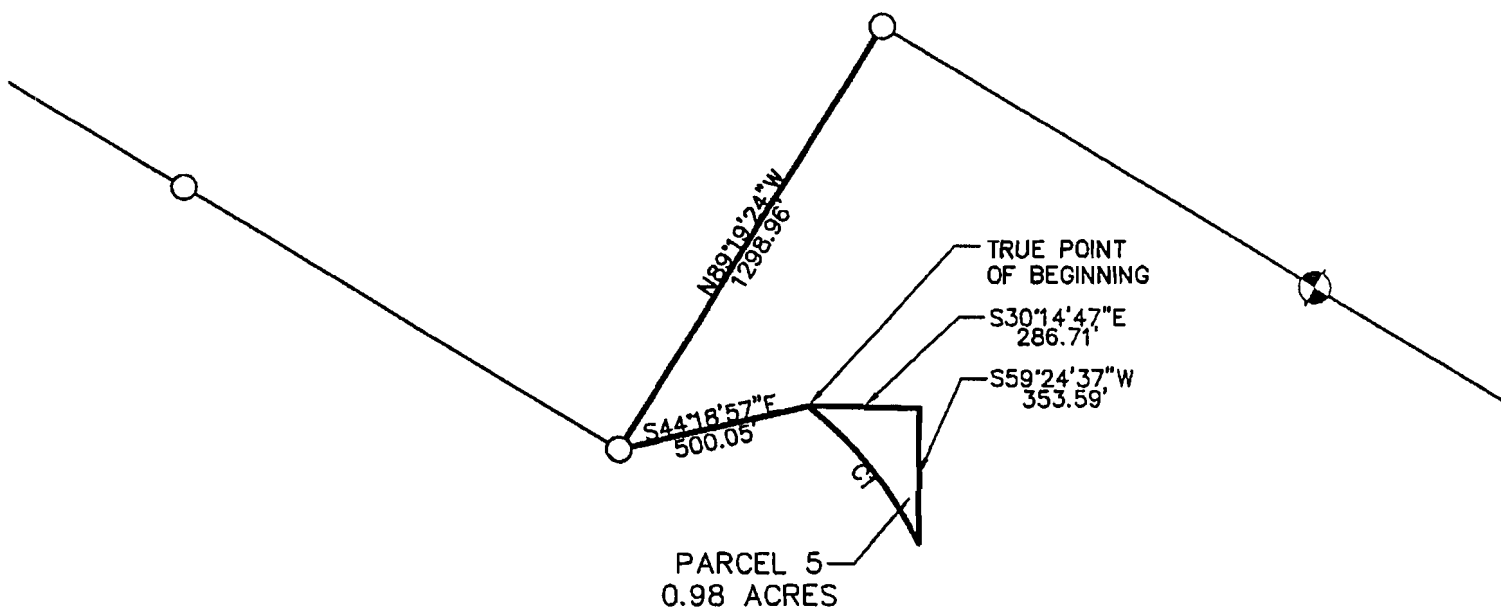
SAID PARCEL CONTAINS 0.98 ACRES, MORE OR LESS.



VICINITY MAP



SCALE: 1" = 500'



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	460.58'	1005.18'	234.40'	26°15'12"	456.56'	N 20°30'34" E

REUSE OF DRAWINGS

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Galena
Engineering
Inc.

Civil Engineers & Land Surveyors
660 Second Avenue North
P.O. Box 425
Ketchikan, Idaho 83340
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(208) 726-4783 fax
email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
WITHIN S 6, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION

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A LEGAL DESCRIPTION FOR PARCEL 6

A LEGAL DESCRIPTION FOR A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 1N, RANGE 19E, B.M., IN BLAINE COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

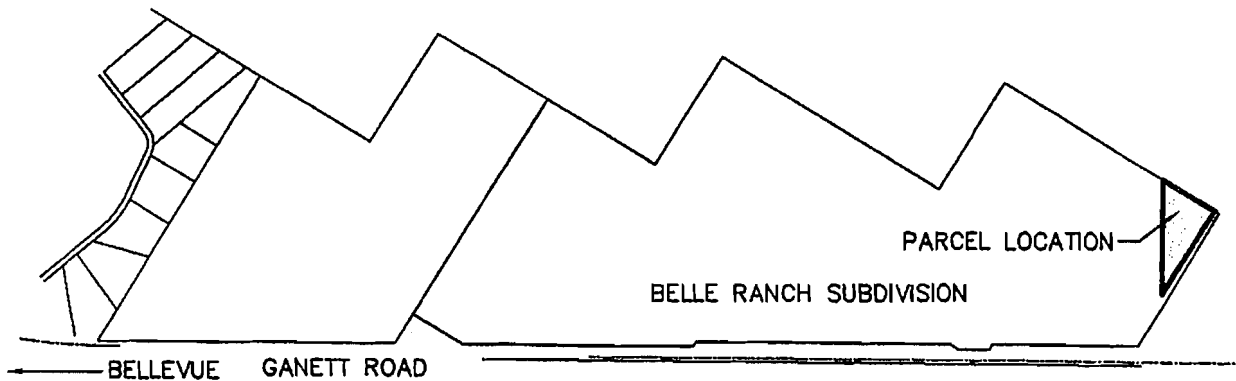
BEGINNING AT THE NORTH 1/16 CORNER OF SECTION 7; THENCE S 00°07'22" W, 1311.44 FEET TO THE EAST ¼ CORNER OF SECTION 7; THENCE S 00°11'34" E, 629.19 FEET TO THE TRUE POINT OF BEGINNING.

THENCE S 00°11'34" E 628.45 FEET;

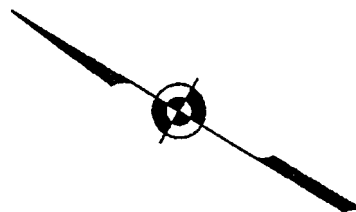
THENCE N 88°05'01" W 1008.59 FEET;

THENCE N 59°24'28" E, 1168.57 FEET TO THE TRUE POINT OF BEGINNING.

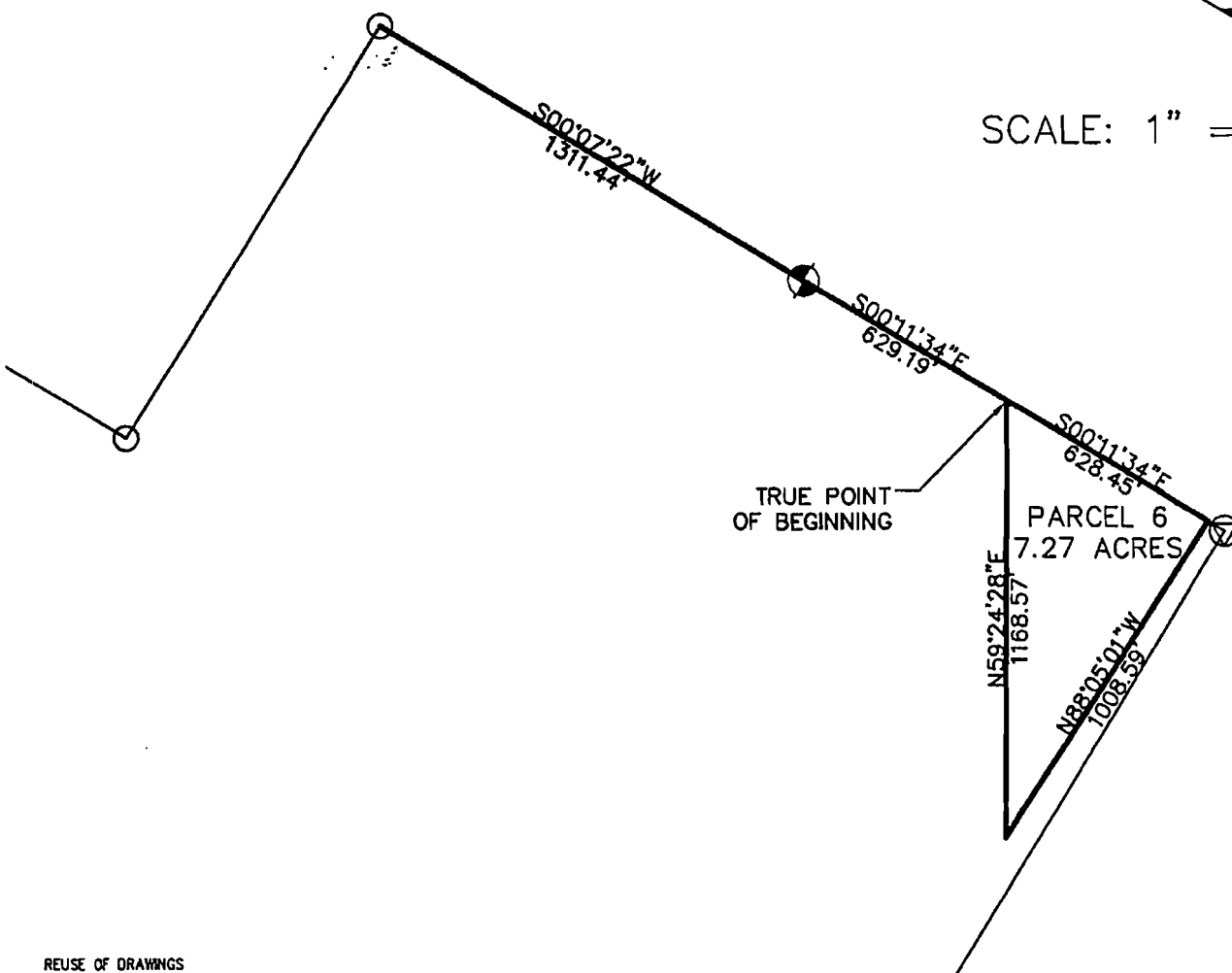
SAID PARCEL CONTAINS 7.27 ACRES, MORE OR LESS.



VICINITY MAP



SCALE: 1" = 500'



REUSE OF DRAWINGS

These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.

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 680 Second Avenue North
 P.O. Box 426
 Ketchum, Idaho 83340
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 email galena@galena-engineering.com

LEGAL DESCRIPTION
BELLE RANCH SUBDIVISION
 WITHIN S 6, T.1N., R.18E., B.M., BLAINE COUNTY, IDAHO

PROJECT INFORMATION

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02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-481C
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 3.014 CFS
PRIORITY DATE: 08/01/1882
POINT OF
DIVERSION: T02N R18E S36 SWNW Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	3.014 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T01N R19E S06	NESW	24.00	T01N R19E S06 Lot 6 NWSW	33.00	
T01N R19E S06 Lot 7 SWSW		12.00	T01N R19E S06	SESW	39.00
T01N R19E S06	SWSE	8.50	T01N R19E S07	NWNE	31.00
T01N R19E S07	SWNE	38.00	T01N R19E S07	SENE	15.00
T01N R19E S07	NENW	28.00	T01N R19E S07	SENW	5.50
T01N R19E S07	NESE	35.00	T01N R19E S07	NWSE	20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-5778T, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
1065

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-577BT
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 2.200 CFS
PRIORITY DATE: 03/24/1883
POINT OF
DIVERSION: T02N R18E S36 SWNW Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	2.200 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01N R19E S06 NESW	24.00	T01N R19E S06 Lot 6 NWSW 33.00
	T01N R19E S06 Lot 7 SWSW	12.00	T01N R19E S06 SESW 39.00
	T01N R19E S06 SWSE	8.50	T01N R19E S07 NWNE 31.00
	T01N R19E S07 SWNE	38.00	T01N R19E S07 SENE 15.00
	T01N R19E S07 NENW	28.00	T01N R19E S07 SENW 5.50
	T01N R19E S07 WESB	35.00	T01N R19E S07 NWSE 20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
2 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-482H
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 3.012 CFS
PRIORITY DATE: 08/01/1884
POINT OF DIVERSION: T02N R18E S36 SWNW Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.012 CFS
PLACE OF USE: IRRIGATION in BLAINE County		
T01N R19E S06 NESW	24.00	T01N R19E S06 Lot 6 NWSW 31.00
T01N R19E S06 Lot 7 SWSW	12.00	T01N R19E S06 SESW 39.00
T01N R19E S06 SWSW	8.50	T01N R19E S07 NWNE 31.00
T01N R19E S07 SWNE	38.00	T01N R19E S07 SENE 15.00
T01N R19E S07 NENW	28.00	T01N R19E S07 SENW 5.50
T01N R19E S07 NESE	35.00	T01N R19E S07 NWSW 20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
3 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-483C
NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340
SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
QUANTITY: 15.086 CFS
PRIORITY DATE: 08/01/1902
POINT OF
DIVERSION: T02N R18E S36 S00W Within BLAINE County
Water diverted from Headgate #45 delivered through District Canal.

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	15.086 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01N R19E S06 NESW 24.00	T01N R19E S06 Lot 6 NWSW 33.00	
	T01N R19E S06 Lot 7 SWSW 12.00	T01N R19E S06 SESW 39.00	
	T01N R19E S06 SWSE 8.50	T01N R19E S07 NWNE 31.00	
	T01N R19E S07 SWNE 38.00	T01N R19E S07 SENE 15.00	
	T01N R19E S07 NENW 28.00	T01N R19E S07 SENW 5.50	
	T01N R19E S07 NESE 35.00	T01N R19E S07 NWSZ 20.00	

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

EXHIBIT A
4 of 5

02/20/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-2630

NAME AND ADDRESS: SOUTH COUNTY ESTATES LLC
PO BOX 1539
KETCHUM ID 83340

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 3.750 CFS
1,011.50 APY

PRIORITY DATE: 02/02/1960

POINT OF
DIVERSION: T01N R19E S6 NWNWSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	3.750 CFS 1,011.50 APY

PLACE OF USE: IRRIGATION in BLAINE County

T01N R19E S06	NESW	24.00	T01N R19E S06 Lot 6 NWSW	33.00	
T01N R19E S06 Lot 7 SWSW		12.00	T01N R19E S06	SESW	39.00
T01N R19E S06	SWSE	8.50	T01N R19E S07	NWNE	31.00
T01N R19E S07	SWNE	38.00	T01N R19E S07	SENE	15.00
T01N R19E S07	NENW	28.00	T01N R19E S07	SENW	5.50
T01N R19E S07	NESE	35.00	T01N R19E S07	NWSE	20.00

289 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 289 acres in a single irrigation season. Combined Right Nos.: 37-482H, 37-481C, 37-483C, 37-577BT, and 37-2630.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

EXHIBIT A
5 of 5

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in Government Lots 4 and 5 and SE1/4 NW1/4 of Section 6, Township 1 North, Range 19 East, Boise Meridian, and in Government Lots 1 and 2 and S1/2 NE1/4 of Section 1, Township 1 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being described as follows:

Commencing at the Northwest corner of Government Lot 4, Section 6, Township 1 North, Range 18 East, B.M., and being the Real Point of Beginning; thence
S. 89° 21' 37" E., 1289.39 feet to the Northeast corner of said Lot 4; thence
S. 00° 08' 08" E., 1317.08 feet to the Southeast corner of said Lot 4; thence
S. 89° 11' 48" E., 1319.77 feet to the Northeast corner of SE1/4 NW1/4 of said Section 6; thence
S. 00° 06' 19" E., 1310.69 feet to the Southeast corner of SE1/4 NW1/4; thence
N. 89° 15' 22" W., 2608.76 feet to the West quarter corner of said Section 6; thence
S. 89° 56' 20" W., 354.25 feet along the South boundary of NE1/4 of Section 1, Township 1 North, Range 18 East, B.M., to a point on the Easterly boundary of the old railroad right-of-way; thence
N. 30° 39' 06" W., 1219.93 feet along said railroad right-of-way; thence
N. 13° 09' 06" W., 897.89 feet along the railroad right-of-way; thence
N. 30° 39' 06" W., 835.00 feet along the said railroad right-of-way to a point on the North boundary of Section 1, Township 1 North, Range 18 East, Boise Meridian; thence
S. 89° 27' 49" E., 1600.32 feet along the North boundary of said Section 1 to the Real Point of Beginning.

Exhibit "B"

1. City assessments for Bellevue. A portion of the property lies within the Bellevue City limits. (There are none at this time)
2. Reservations and Restrictions, Minerals and Mineral Rights (deleting therefrom any restrictions based on race, color or creed) as set forth in that certain Quitclaim Deed, recorded, March 11, 1987, as Instrument No. 282666 and Correction Quitclaim Deed, recorded August 14, 1987, as Instrument No. 286883, records of Blaine County, Idaho.
3. Lack of right of access to and from said land.