

**MOORE SMITH BUXTON & TURCKE, CHARTERED**

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MAY 22 2007

Department of Water Resources

FACSIMILE COVER SHEETDATE: May 22, 2007 RECIPIENT'S FAX: 287-6700TO: Aaron Marshall CLIENT: 1708RE: Representation letter from TFR PartnershipFROM: Bruce M. Smith/DebbieNUMBER OF PAGES INCLUDING THIS COVER SHEET: 25 

- ☒ ORIGINAL WILL NOT BE SENT
☐ ORIGINAL WILL BE SENT BY FIRST CLASS MAIL
☐ ORIGINAL WILL BE SENT BY FEDERAL EXPRESS

ADDITIONAL COMMENTS:

Mr. Marshall, here is the letter from Mr. John Gingerich of TFR Partnership to Bruce Smith
indicating that he counsel of record and is authorized to sign Application for Rental from
the Water Bank and Application for Permit to Appropriate Water for them. Thank you for
your patience. Debbie

***** IMPORTANT MESSAGE *****

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MAY 21 2007

MSB&T, CTD.

May 17, 2007

Mr. Bruce Smith
Moore, Smith, Buxton and Turcke, Chartered
950 West Bannock Street, Suite 520
Boise, ID 83702

Dear Mr. Smith:

I am the Partner managing the Wetlands Restoration Project in Homedale, Idaho for TFR(I), a California General Partnership (referred to in this letter as "TFR"). This letter is to verify that you are counsel to TFR and are authorized to sign the Application for Rental from the Water Bank and the Application for a Permit to Appropriate Water for TFR.

Sincerely,

John Gingerich, Partner
TFR(I), a California General Partnership

GENERAL PARTNERSHIP AGREEMENTREAL PROPERTYRECITALS

A. WHEREAS, The partners have acquired certain real estate within the City of Homedale, Canyon County, State of Idaho, as an Oral Partnership under the firm name T.F.R.,(I).

B. WHEREAS, the subject real property is presently vested within the names of James P. Ragan and Arlene D. Ragan. Title is vested accordingly, for convenience only, and hereafter the subject real property shall be conveyed, and Title to Vest as T.F.R.,(I), A General Partnership.

C. WHEREAS, the Partners now desire to amend the clarify the terms and provisions of their Oral Partnership Agreement and to reduce their agreement and understandings to writing.

D. WHEREAS, the parties as partners understand that any legal issue(s) regarding the subject of Real Property shall be governed by the Laws of the State of Idaho.

E. WHEREAS, The parties as partners by this agreement intend and desire to form a general partnership under the laws of the State of California, and agree as follows:

AFORMATION OF PARTNERSHIP,
NAME, TERM, AND PURPOSE

1.00. FIRM NAME:

The name of the Partnership is T.R.F.,(I).

2.00. PLACE OF BUSINESS:

The Partnership's principal office and place of business shall be at 1376 North Waterman Avenue, San Bernardino, California. The principal place of business may be changed from time to time,

other offices ¹⁰² be established by actions ¹⁰² taken in accordance with the provisions of this agreement that govern management of the partnership's business and affairs.

3.00. INDEFINITE TERM:

The Partnership shall begin on the date of this agreement and shall continue until dissolved and terminated by mutual agreement of all the partners or under the provisions for dissolution and winding up as provided for in this agreement.

4.00. PARTNERSHIP PURPOSE(S):

The purpose(s) of the Partnership are to create a Habitat/Environment suitable for sporting and recreation purposes including ventures for profit, including the implementation of a private shooting preserve and exclusive hunting lodge, all on that certain real property described legally as:

Legal Description: (Ranch House)

A part of the S 1/1 NE 1/4, Sec. 32, T4N, R5W, B.M., Canyon County Idaho

Legal Description: (Ranch Property)

TOWNSHIP 3 NORTH, RANGE 5 WEST, B.M., IDAHO
Section 4: SW 1/4 NW 1/4, Lot 3 EXCEL
Lot 3 lying East of Succor Creek.

Section 5: Lot 1, SE 1/4 NE 1/4, EXCEPT of the Oregon Shortline Railroad Co., westerly direction through the SE 1/4 right of way being a strip of land 100 shown in the records of Owyhee County EXCEPTING a tract of land situated in SE 1/4 NE 1/4, Sec. 5, T3N, R5W, B.M., described as follows:

COMMENCING at the NW corner of said G (E 1/16 cor.) of said Section 5; then 1°15'48" West, 158.78 feet, along the west boundary of said Government Lot 1, said point being the POINT OF BEGINNING; thence South 73°01'21" East 254.24 feet; thence South 16°50'42" East 58.63 feet; thence South 59°47'21" East 1085.07 feet; thence South 47°32'50" West, 426.20 feet; thence South 19°15'50" East 100.25 feet; thence South 63°23'00" West 107.13 feet; thence North 37°27'45" West 345.38 feet; thence

South 51°15'48" West 746.41 feet to a point on the West boundary of said SE 1/4 NE 1/4; thence North 1°15'48" West 1300.22 feet along the West boundary of said SE 1/4 NE 1/4 and Government Lot 1 to the POINT OF BEGINNING.

TOWNSHIP 4 NORTH, RANGE 5 WEST, B.M. OWYHEE COUNTY, IDAHO

Section 32: Lot 4

Section 33: Lot 3

5.00. PARTNERSHIP POWERS:

The Partnership is empowered subject to the provisions herein,

to do any and all things necessary, appropriate, or convenient for the furtherance and accomplishment of its purposes as expressly identified herein, and for the protection and benefit of the Partnership and its properties, including but not limited to the following:

- (1) Entering into and performing contracts of any kind;
- (2) Acquiring, constructing, operating, maintaining, owning, transferring, renting, or leasing any property, real, personal, or mixed;
- (3) Borrowing money and issuing evidences of indebtedness, and securing any such indebtedness by mortgage, deed of trust, pledge, lien, or other security interest in or on any properties of the Partnership;
- (4) Applying for and obtaining governmental authorizations and approvals;
- (5) Bringing and defending actions at law or equity; and
- (6) Subject to the express provisions of this agreement, purchasing the interest of any partner.

B.

STATUTORY FILINGS OF PARTNERSHIP

1.00. FICTITIOUS BUSINESS NAME STATEMENT: California, Idaho.

The partners, or any one of them on the Partnership's