

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Transfer No. 73561
RECEIVED

JAN 08 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION
(208) 481-0509Name of applicant Hagerman Wings Farm, LLC Phone (208) 481-0509Post Office address 1021 Gridley Drive, Hagerman, ID 83332

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 _____
2. Describe the reason for the proposed changes To create a PPU with existing rights.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>36-98</u>	<u>4/1/1895</u>	<u>7.00</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
<u>36-15467</u>	<u>4/1/1905</u>	<u>2.95</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 9.95 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Billingsley Creek tributary to Snake River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NE	11	7S	13E	Gooding	Sands Ditch

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	
7S	13E	15							28	37	23	40	40	11					179*
7S	13E	16				3									20				23*

PART 1

6. General Information:

- a. Description of diversion system Sands Ditch from Billingsley Creek to property,
pump to center pivots and other sprinkler irrigation systems.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:
None
- d. Remarks:
Water Right 36-98 period of use is currently decreed from 2/15 through 11/30.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 19 _____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

RECEIVED

JAN 08 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 36-98 Decreed to _____
in case of SRBA vs. _____
dated 3/31/98 in Twin Falls county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax notice

☐ Warranty Deed

☐ Other _____

3. Source of water Billingsley Creek tributary to Snake River

4. Date of priority 4/1/1895

5. Water is used for the following purpose:

Amount 7.0 cfs for Irrigation purposes from 2/15 to 11/30
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 7.0 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NE	11	7S	13E	Gooding	Sands Ditch

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	13E	15							13	1		31	18	10					73
7S	13E	16													18				18

Total acres 91

9. Describe any other water rights used for the same purpose as described above 36-15467

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

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

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

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____

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

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

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

RECEIVED

JAN 08 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 36-15467 Decreed to _____
in case of SRBA vs. _____
dated 3/31/98 in Twin Falls county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

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

☐ Tax notice ☐ Warranty Deed ☐ Other _____

3. Source of water Billingsley Creek tributary to Snake River4. Date of priority 4/1/1905

5. Water is used for the following purpose:

Amount 2.95 for Irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.95 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NE	11	7S	13E	Gooding	Sands Ditch

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	13E	15							13	1		31	18	10					73
7S	13E	16													18				18

Total acres 91

9. Describe any other water rights used for the same purpose as described above 36-98

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

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

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

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

2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____

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

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

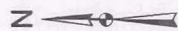
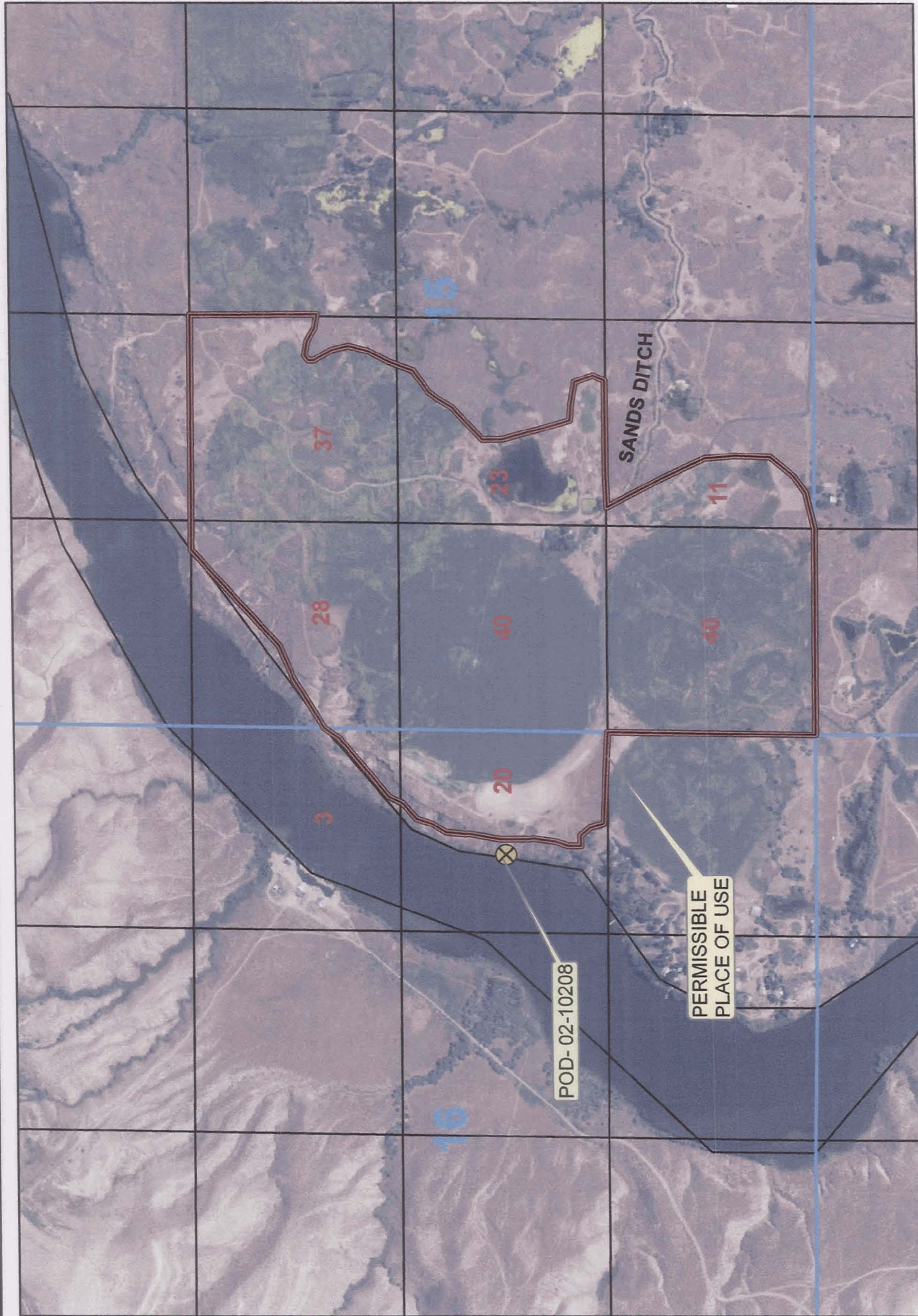
2. Point(s) of Diversion:

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

3. Lands irrigated or place of use:

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

Total acres _____



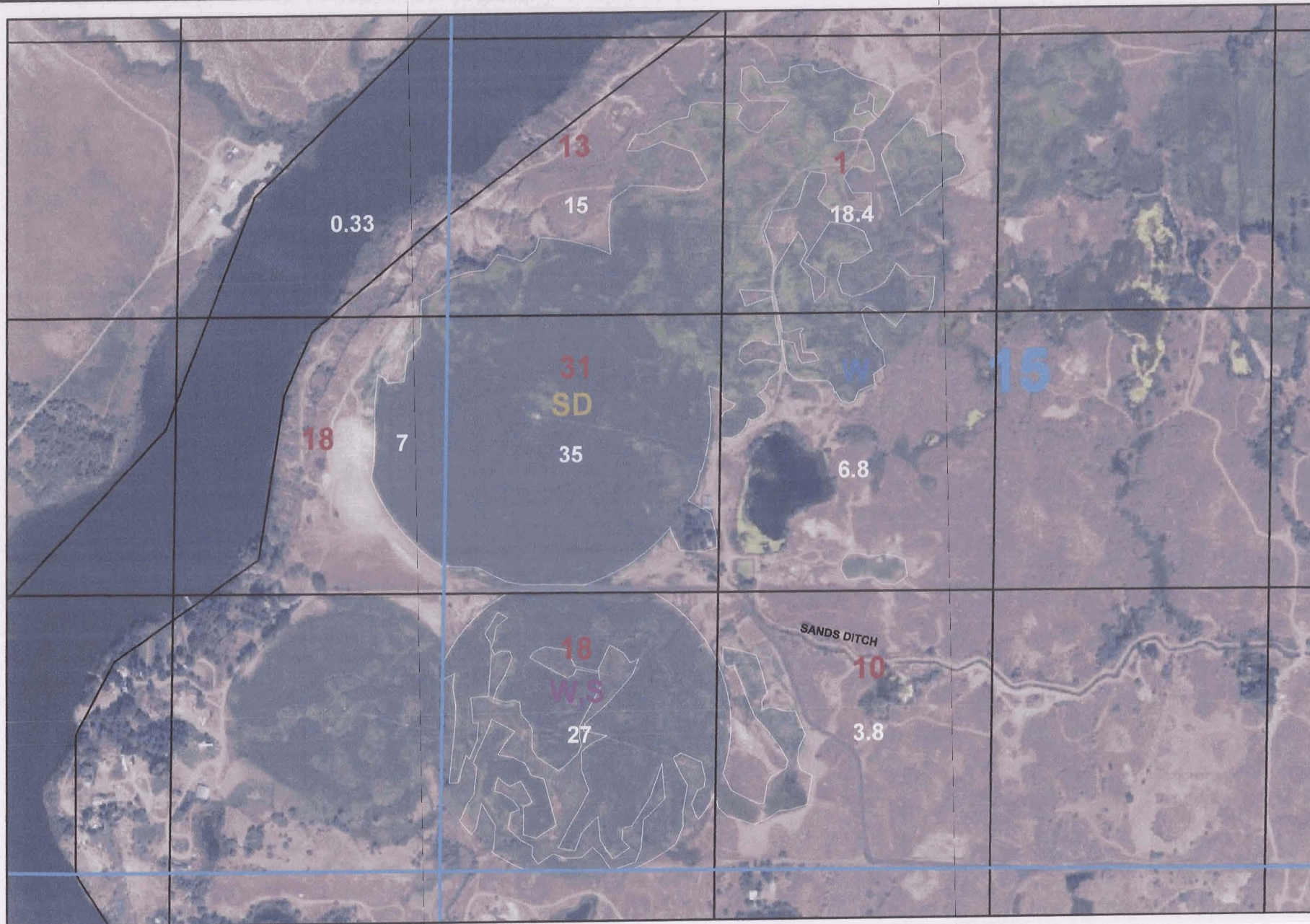
- Legend**
- POU OUTLINE
 - Section Lines
 - 107s13e
 - POD 02-10208

SHAW, JOHN-PPU MAP
T. 07S., R. 13E.
NAIP 2004 Aerial Photo

Feet
0 350 700 1,400 2,100 2,800

WATER RIGHT TRANSFERS
36-98, 36-15467
02-10208

BROCKWAY ENGINEERING, PLLC.
ALR -OCT. 17, 2005



0 295 590 1,180 1,770 2,360 Feet

SHAW, JOHN
NAIP 2004 Aerial Photo
T. 07S., R. 13E.

36-98,: 04/01/1895, 7cfs, 91 ac.
36-15467: 04/01/1905, 2.95 cfs, 91 ac.
36-7081: 08/26/1969, 4 cfs, Wildlife
36-7229: 3/30/1972, 10.5 cfs, Wildlife
36-8317: 10/20/1986, 3 cfs, Wildlife, S.
36-10520: 6/1/1930, .09 cfs, SD

Legend

- Section_Lines
- t07s13e
- 04'-Irr-QQ



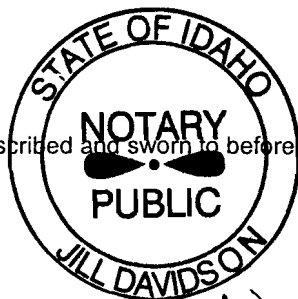
PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount Hours/days/year Period of Use
(cfs/ac-ft)
- _____ to _____
_____ to _____
2. Quantity and quality of return flows and location of discharge:

3. Describe the effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this

21st

day of

October

10 2005

(Signature of Applicant)

(Notary Public)

My commission expires

November 18, 2010

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee \$610⁰⁰

Receipted by SG Date 1/8/2007 5029184

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

RECEIVED
JAN 08 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Project No. 820-01-2005

Application for the Transfer of Water Rights for Hagerman Wings Farm, LLC.

Prepared for:

Hagerman Wings Farm, LLC
John Shaw
1021 Gridley Drive
Hagerman, ID 83332

December 18, 2006

For information concerning this report, contact
Charles G. Brockway, Ph.D., P.E.
G. Erick Powell, Ph.D., E.I.T.



CHARLES E. BROCKWAY, PH.D., P.E.
CHARLES G. BROCKWAY, PH.D., P.E.

2016 NORTH WASHINGTON, SUITE 4
TWIN FALLS, IDAHO 83301

Table of Contents

- A. Application for Water Rights Transfer 1 – Create a PPU**
- B. Application for Water Rights Transfer 2 – Move Purchased Water to Owned Land**

Appendices

- A. Limited Power of Attorney
- B. Order of Partial Decree for Water Rights 36-98 and 36-15467
- C. Change in Water Right Ownership for Water Rights 36-98 and 36-15467
- D. Land Title and Quick Claim Deeds
- E. Articles of Organization for Hagerman Wings Farm, LLC.
- F. Water Rights Purchase and Sale Agreement

Application A

Application for Transfer of Water Rights – Create a PPU

Appendix A
Limited Power of Attorney

LIMITED POWER OF ATTORNEY

RECEIVED

JAN 08 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

KNOWN ALL MEN BY THESE PRESENT:

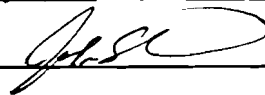
I, John Shaw and/or Beverly Shaw, hereby nominate and appoint
Charles G. Brockway as my attorney-in-fact with full authority to
act for and on my behalf to undertake any and all acts or matters pertaining to water right
transfers before the Idaho Department of Water Resources for the following water right
transactions:

Transfer applications for water rights: 36-98, 36-15467, 02-10208 (part) to create
a permissible place of use on existing land and to move a portion of irrigation water
to the same land.

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

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

Dated this 21 day of Oct 2005.



Signature

Signature

State of Idaho)

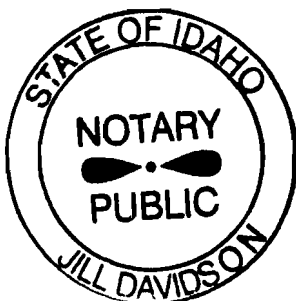
County of Twin Falls)

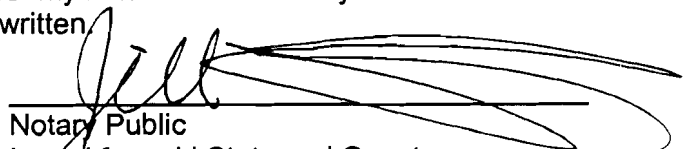
ss.

On this 21st Day of October, 2005, before me, a Notary Public
in and for said County and State, personally appeared John Shaw,
known or identified to me to be the individual whose name and subscription to the within
instrument, and acknowledged to me that he executed the same.

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

S
E
A
L




Notary Public

In and for said State and County

November 18, 2010

My Commission Expires

Appendix B

Order of Partial Decree for Water Rights 36-98 and 36-15467

RECEIVED

JAN 08 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

APR - 3 1998

Department of Water Resources
Adjudication Bureau

1998 MAR 31 PM 2:03

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	ORDER OF PARTIAL DECREE
	)	
Case No. 39576	)	For Water Right 36-00098
_____	)	

On February 24, 1998, a *Special Master's Report and Recommendation* was filed for the above water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water right 36-00098 is hereby decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED March 31, 1998.



DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 36-00098

1998 MAR 31 PM 2: 03

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME & ADDRESS:

M J & SHARON WIENS JR FAMILY TRUST
1701 LAS VEGAS BLVD S
LAS VEGAS NV 89104

SARAH ELLEN ARCHIE
JOSEPH PATRICK ARCHIE
2309 WOODROW DR
RALEIGH NC 27609-7626

E A COLLINS
2933 COASTLINE COURT
LAS VEGAS NE 89117

ROSS COOPER
KATHLEEN COOPER
6773 PORTSHEAD DR
MALIBU CA 90265

GARY COOK CORP
A CALIFORNIA CORP
110 NEWPORT CENTER DR #250
NEWPORT BEACH CA 92660

SLOPE COMPACTION
A CALIFORNIA CORP
C/O DENNIS M MCCOY
23622 CALABASAS RD #239
CALABASAS CA 91302

SLOPE COMPACTION
A CALIFORNIA CORP
C/O DONALD L MCCOY
23622 CALABASAS RD #239
CALABASAS CA 91302

SOURCE:	BILLINGSLEY CREEK	TRIBUTARY:	Snake River
QUANTITY:	7.00 CFS		
PRIORITY DATE:	04/01/1895		
POINT OF DIVERSION:	107S R13E S11	NWSWNE	Within GOODING County
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE IRRIGATION	PERIOD OF USE Irrigation Season	QUANTITY 7.00 CFS
PLACE OF USE:	IRRIGATION 107S R13E S15 Lot 5 S16 91 ACRES TOTAL	Within GOODING County (SWNW)13 SESW 10 NESE 18	SESW 1 NWSW 31 SWSW 18

USE OF THIS RIGHT WITH RIGHT NO. 36-15467 IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 91 ACRES IN A
SINGLE IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED March 31, 1998.



DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

RECEIVED
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DEPT. OF WATER RESOURCES
SOUTHERN REGION

RECEIVED
APR - 3 1998
Department of Water Resources
Adjudication Bureau

1998 MAR 31 PM 2:03
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

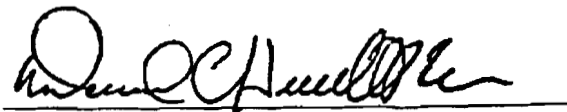
In Re SRBA	)	ORDER OF PARTIAL DECREE
	)	
Case No. 39576	)	For Water Right 36-15467
_____	)	

On February 24, 1998, a *Special Master's Report and Recommendation* was filed for the above water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water right 36-15467 is hereby decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED March 31, 1998.



DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

1999 MAR 31 PM 2:03

Water Right 36-15467

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME & ADDRESS:

M J & SHARON WIENS JR FAMILY TRUST
1701 LAS VEGAS BLVD S
LAS VEGAS NV 89104

E A COLLINS
2933 COASTLINE COURT
LAS VEGAS NV 89117

SARAH ELLEN ARCHIE
JOSEPH PATRICK ARCHIE
3417 WILLIAMSBOROUGH COURT
RALEIGH NC 27609

ROSS COOPER
KATHLEEN COOPER
6773 PORTSHEAD DR
MALIBU CA 90265

GARY COOK CORP
A CALIFORNIA CORP
110 NEWPORT BEACH DR #250
NEWPORT BEACH CA 92660

SLOPE COMPACTION
A CALIFORNIA CORP
C/O DENNIS & DONALD MCCOY
23622 CALABASAS RD #239
CALABASAS CA 91302

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 2.95 CFS

PRIORITY DATE: 04/01/1905

POINT OF DIVERSION: T07S R13E S11 NWSWNE Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	Irrigation Season	2.95 CFS

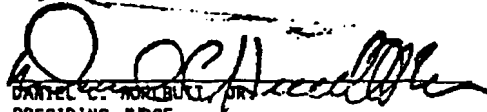
PLACE OF USE:

IRRIGATION	Within GOODING County			
T07S R13E S15 Lot 5	(SWNW)13	SENW 1	NWSW 31	SWSW 18
	SESW 10			
S16	NESE 18			
91 ACRES TOTAL				

USE OF THIS RIGHT WITH RIGHT NO. 36-00098 IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 91 ACRES IN A SINGLE
IRRIGATION SEASON.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


DANIEL C. NORBURY
PRESIDING JUDGE
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE was mailed on April 01, 1998, with sufficient first-class postage to the following:

~~STATE OF IDAHO~~
~~Represented by:~~
~~CLIVE STRONG~~
~~OFFICE OF ATTORNEY GENERAL~~
~~STATE OF IDAHO~~
~~PO BOX 44449~~
~~BOISE, ID 83711-4449~~
~~Phone: 208-334-2400~~

~~GARY COOK CORP~~
~~A CALIFORNIA CORP~~
~~110 NEWPORT BEACH DR #250~~
~~NEWPORT BEACH, CA 92660~~

~~GARY COOK CORP~~
~~A CALIFORNIA CORP~~
~~110 NEWPORT CENTER DR #250~~
~~NEWPORT BEACH, CA 92660~~

~~GARY COOK CORP.~~
~~A CALIFORNIA CORPORATION~~
~~110 NEWPORT BEACH DR #250~~
~~NEWPORT BEACH, CA 92660~~

~~SLOPE COMPACTION~~
~~C/O DENNIS & DONALD MCCOY~~
~~CALABASAS, CA 91302~~

~~SLOPE COMPACTION~~
~~C/O DENNIS & DONALD MCCOY~~
~~23622 CALABASAS RD #239~~
~~CALABASAS, CA 91302~~

~~M J & SHARON WEINS JR~~
~~M.J. & SHARON WIENS JR~~
~~FAMILY TRUST~~
~~1701 LAS VEGAS BLVD S~~
~~LAS VEGAS, NV 89104~~

~~DIRECTOR OF IDWR~~
~~PO BOX 83720~~
~~BOISE, ID 83720-0098~~

~~JR. M.J. WEINS~~
~~1701 LAS VEGAS BLVD. SOUTH~~
~~LAS VEGAS, NV 89104~~

JOSEPH & SARAH ELLEN ARCHIE
2309 WOODROW DR
RALIEGH, NC 27609-7626

E A COLLINS
E.A. COLLINS
2933 COASTLINE COURT
LAS VEGAS, NV 89117

JOSEPH & SARAH ELLEN ARCHIE
3417 WILLIAMSBOROUGH COURT
RALIEGH, NC 27609

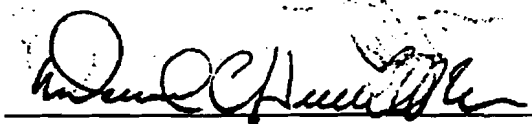
~~ROSS & KATHLEEN COOPER~~
~~6773 PORTSHEAD DR~~
~~MALIBU, CA 90265~~

~~ROSS & KATHLEEN COOPER~~
~~6773 PORTSHEAD DR.~~
~~MALIBU, CA 90265~~

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED March 31, 1998.



DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

Appendix C

Change in Water Right Ownership for Water Rights 36-98 and 15467

RECEIVED

JAN 10 2007

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

AUG 22 2006

DEPARTMENT OF
WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

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 in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
36-98					
36-15467					
36-7081					
36-7229					
36-8317					

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 claim(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division 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) (these are usually attached to your deed or on file with the county).

OR

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 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.

Name and Address of Former
Owner/Claimant(s)

Roger E Crist
Hagerman Wings Farm, LLC

New Owner/Claimant(s)

Hagerman Wings Farm, LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1021 Gridley,

City, State and ZIP Code

Hagerman, ID 83332

New Telephone Number

() 208-837-9153

Date you acquired the property

August 16, 2006

SUPPORT DATA

IN FILE # 36-98

SCANNED
SEP 11 2006

RECEIVED

JUN 08 2007

STATE OF IDAHO DEPT. OF WATER RESOURCES
DEPARTMENT OF WATER RESOURCES SOUTHERN REGION
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAR 03 2005

DEPARTMENT OF
WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

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 in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
• 36-15467	A36-15467	___	• 36-08317	A36-08317	___
* 36-10510	A36-10510	___			___
• 36-07081	A36-07081	___	* WATER RIGHT DISALLOWED (SEE WR # 36-133)		
• 36-07229	A36-07229	___			___
• 36-00098	A36-00098	___			___

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 claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division 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) (these are usually attached to your deed or on file with the county).
OR
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 **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) See attached
4. New Owner/Claimant(s) See attached
Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address See attached
- City, State and ZIP Code _____
- New Telephone Number () See attached
5. Date you acquired the property See attached

SUPPORT DATA

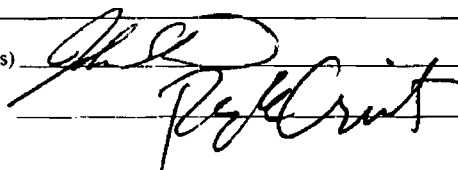
IN FILE # 36-98

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)



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.

For Office Use Only

Received by MC Date 3-3-05 Fee \$150.00
 Receipted by MC Date 3-3-05 Receipt No. 007495
 Processed by _____ AJ Date _____ WR _____ Date _____

3. Name and Address of Former Owner/Claimant:

Slope Compaction, a California Corp.
c/o Donald L. & Dennis M McCoy
23622 Calabasas Road #239
Calabasas, CA 91302

Kathleen Cooper
Ross Cooper
6773 Portshead Dr.
Malibu, CA 90265

Gary Cooper Corp.
A California Corp.
110 Newport Center Dr. #250
Newport Beach, CA 92660

MJ & Sharon Wiens Jr. Family Trust
c/o John Shaw
P.O. Box 1823
Hailey, ID 83333

Joseph Patrick Archie
Sarah Ellen Archie
3417 Williamsborough Ct
Raleigh, NC 27609

E A Collins
2933 Coastline Ct.
Las Vegas, NV 89117

Richard Cook
870 E. 2700 S.
Hagerman, ID 83332

→ 4. New Owner/Claimant(s)

John and Beverly Shaw, husband and wife , an undivided 9/10 interest
1021 Gridley Dr.
Hagerman, ID 83332
(208) 481-0509

Roger E. Crist, an undivided 1/10 interest
P.O. Box 2326
Ketchum, ID 83340
(208) 726-2502

5. Date you acquired property:

Shaw acquired his 9/10 interest over several years, those years being

- a. April 12, 2001, from MJ Wiens;
- b. May 7, 2001, from The Gary Cook Family Trust, dated September 12, 1990;
- c. May 31, 2001, from Robert and Karen Porter;
- d. December 6, 2001, from the Estate of E.A. Collins;
- e. October 30, 2002, from Dennis and Jane McCoy;
- f. January 29, 2004, from Vartan and Dianne;
- g. January 22, 2004, from Joseph and Sarah Archie;
- h. March 12, 2003, from Duffy and Shelia Witmer; and
- i. January 29, 2003, from the Witmer 1992 Revocable Trust dated June 26, 1992.

Crist acquired his interest as follows:

December 6, 2001, from the Estate of E.E. Collins

Appendix D

Land Title and Quick Claim Deeds

GUARANTEE



First American Title Insurance Company

SCHEDULE EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. *Except to the extent* that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. *Notwithstanding* any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company

may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required

(5 continued)

in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee

to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

GUARANTEE

LIABILITY \$200.00

ORDER NO. GG-06062

FEE \$125.00

GUARANTEE NO: H 721611

FIRST AMERICAN TITLE INSURANCE COMPANY
a corporation herein called the Company,

GUARANTEES

FRITZ HAEMMERLE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: February 10, 2005 at 8:00 a.m.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: *Donna Thomas*
ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

Order No. GG-06062

Guarantee No. H 721611

Dated: February 10, 2005 at 8:00 a.m.

Liability: \$200.00

Fee: \$125.00

Name of Assured: Fritz Haemmerle

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those company records maintained and indexed by name):

SEE ATTACHED SCHEDULE A

A. The last recorded instrument purporting to transfer title to said real property is:

Warranty Deed by and between MJ Wiens, Jr., as to an undivided 1/10th interest and John Shaw and Beverly Shaw, husband and wife dated April 17, 2001 and recorded April 13, 2001 as Instrument Number 190116, records of Gooding County, Idaho.

Warranty Deed by and between Gary W. Cook, as Trustee of The Gary Cook Family Trust, dated September 12, 1990, as to an undivided 1/10 interest and John Shaw and Beverly Shaw, husband and wife dated May 7, 2001 and recorded May 10, 2001 as Instrument Number 190449, records of Gooding County, Idaho.

Warranty Deed by and between Robert J. Porter and Karen L. Porter, husband and wife as to a 1/10th interest and John Shaw and Beverly Shaw dated May 31, 2001 and recorded June 4, 2001, as Instrument Number 190708, records of Gooding County, Idaho.

Warranty Deed by and between Andrew Pelter, Special Administrator of the Estate of E.A. Collins, Deceased, pursuant to Letters of Special Administration with General Powers, Case No. SP-01-195, Gooding County District Court, as to a 1/10th interest and Roger E. Crist, dated December 6, 2001 and recorded December 7, 2001 as Instrument Number 193144, records of Gooding County, Idaho.

CONTINUATION
FIRST AMERICAN TITLE INSURANCE COMPANY
LOT BOOK GUARANTEE
SCHEDULE A

Order No. GG-06062
Guarantee No. H 721611

Warranty Deed by and between Andrew Pelter, Special Administrator of the Estate of E.A. Collins, Deceased, pursuant to Letters of Special Administration with General Powers, filed in Gooding County District Court as file SP01-195, as to a 1/10th interest and John Shaw dated December 6, 2001 and recorded December 7, 2001 as Instrument Number 193145, records of Gooding County, Idaho.

Warranty Deed by and between Dennis McCoy and Jane McCoy, husband and wife, as to a 1/10th interest and John Shaw dated September 16, 2002 and recorded October 30, 2002 as Instrument Number 197568, records of Gooding County, Idaho.

Warranty Deed by and between William B. Cary and Roger E. Crist; Vartan Davidian; Joseph Archie; The Witmer 1992 Revocable Trust, dated January 26, 1992, Trustees: Duffy S. Witmer and Sheila G. Witmer, each as to a 1/90th interest and John Shaw as to 5/90ths interest dated March 12, 2003 as Instrument Number 199737, records of Gooding County, Idaho.

QuitClaim Deed by and between The Witmer 1992 Revocable Trust dated January 26, 1992, Trustees: Duffy S. Witmer and Sheila G. Witmer, as to an undivided 1/90 interest, Duffy S. Witmer and Sheila G. Witmer, or their successors, Trustees of the Witmer 1992 Revocable Trust dated June 26, 1992, an to an undivided 1/20 interest, Duffy S. Witmer and Sheila G. Witmer, Trustees of the Witmer 1992 Revocable Trust dated June 26, 1992, an to an undivided 1/20 interest and John Shaw and Beverly Shaw, husband and wife dated January 29, 2003 and recorded January 29, 2004 as Instrument Number 204684, records of Gooding County, Idaho.

QuitClaim Deed by and between Vartan A. Davidian, Jr., and Dianne Davidian, husband and wife as to an undivided 1/10 interest, and Vartan Davidian, as to an undivided 1/90 interest to John Shaw and Beverly Shaw, husband and wife dated January 22, 2004 and recorded January 29, 2004 as Instrument Number 204685, records of Gooding County, Idaho.

QuitClaim Deed by and between Joseph Patrick Archie and Sarah Ellen Archie, husband and wife, as to an undivided 1/10 interest, Joseph Archie, as to an undivided 1/90 interest and John Shaw and Beverly Shaw, husband and wife dated January 22, 2004 as Instrument Number 204687, records of Gooding County, Idaho.

- B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

- Continued -

CONTINUATION
FIRST AMERICAN TITLE INSURANCE COMPANY
LOT BOOK GUARANTEE
SCHEDULE A

Order No. GG-06062
Guarantee No. H 721611

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an Exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

EXCEPTIONS:

1. Financing Statement by Cary B. William and John F. Shaw and between Diversified Financial Services, Inc., recorded August 20, 2001, as Instrument Number 191728, Gooding County Records, Idaho. Amendment filed August 29, 2001 as Instrument Number 191853, Gooding County records, to add the Name of Hagerman Duck Club.
2. Financing Statement by William B. Cary, John F. Shaw and Hagerman Duck Club and between Diversified Financial Services, LLC, recorded March 22, 2002, as Instrument Number 194456, Gooding County Records, Idaho.

LOT BOOK GUARANTEE

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: H 721611

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

A parcel of land in the W½, Section 15 and Lot 3 Section 16, described as follows:

Commencing at the Section Corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence along the boundary common to said Sections 15 and 16 North 0°14'18" East measured (North 0°12'00" East recorded) 25.00 feet to THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and continuing along the boundary common to Sections 15 and 16 North 0°14'18" East measured (North 00°12'00" East recorded) a distance of 1296.36 feet to the Northwest corner of the SW¼SW¼, Section 15, said point also being the Southwest corner of that certain piece of property deeded to the Hagerman Highway District by Deed dated December 4, 1940 and recorded December 9, 1940 in Book 27 Q.C.D. at Page 428 as Instrument Number 78866, Gooding County records; Thence along the North boundary of the SW¼SW¼, also being the South boundary of Hagerman Highway District Property on a bearing of North 89°21'38" East a distance of 1324.08 feet to the Northeast corner of the SW¼SW¼;

Thence along the East boundary of the NW¼SW¼ also being the East boundary of the Hagerman Highway District Property on a bearing of North 0°09'24" East a distance of 20.00 feet;

Thence on a bearing of South 89°21'38" West a distance of 788.12 feet along the North boundary of the Hagerman Highway District Property;

Thence on a bearing of North 0°09'36" East a distance of 398.78 feet to the approximate centerline of an irrigation ditch;

Thence along the approximate centerline of an irrigation ditch the following courses and distances:

South 77°40'27" West, 185.13 feet;
South 89°05'21" West, 297.14 feet;
South 76°09'04" West, 110.10 feet;
South 72°25'17" West, 243.88 feet;
South 86°53'17" West, 149.44 feet;
North 83°30'38" West, 231.89 feet;

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence on a bearing of North 63°13'12" West a distance of 355.27 feet to the approximate original mean high water line of the Snake River;

Thence along the approximate original mean high water line of the Snake River the following courses and distances:

North 16°02'58" East, 889.02 feet;

North 36°41'47" East, 652.00 feet;

North 55°58'47" East, 340.00 feet;

North 42°15'38" East, 790.00 feet;

North 26°07'23" East, 153.00 feet;

North 68°18'05" East, 140.00 feet;

North 78°24'58" East, 527.00 feet;

North 52°39'00" East, 570.00 feet;

Thence on a bearing of South 55°07'20" East a distance of 1238.00 feet to the East boundary of the W½, Section 15;

Thence along the East boundary of the W½, Section 15 on a bearing of South 0°06'47" West a distance of 2514.08 feet to the Southeast corner of the NE¼SW¼, Section 15;

Thence along the South boundary of the NE¼SW¼, Section 15 on a bearing of South 89°21'27" West a distance of 1252.09 feet;

Thence on a bearing of North 3°04'10" East a distance of 627.13 feet;

Thence on a bearing of North 85°11'46" West a distance of 419.07 feet to the approximate centerline of the Sands ditch;

Thence along the approximate centerline of the Sands ditch the following courses and distances:

South 5°55'25" West, 145.02 feet;

South 7°41'53" East, 133.85 feet;

South 38°16'05" East, 65.10 feet;

South 70°03'48" East, 64.16 feet;

South 27°00'13" East, 137.90 feet;

South 53°54'59" East, 202.69 feet;

Thence on a bearing of South 3°09'15" West a distance of 69.95 feet to the South boundary of the NE¼SW¼, Section 15;

Thence along said South boundary of the NE¼SW¼ on a bearing of North 89°21'27" East a distance of 57.85 feet;

Thence South 39°33'35" East 365.75 feet measured, (South 39°35'09" East recorded);

Thence South 21°48'00" East 374.63 feet measured, (South 21°49'34" East, 374.70 recorded);

Thence South 57°53'22" East of 272.42 feet measured, (South 57°53'15" East 272.32 recorded);

- Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence South 6°34'29" East measured (South 6°35'11" East recorded) a distance of 491.39 feet to the North boundary of a piece of property deeded to Hagerman Highway District No. 3 by Deed dated February 6, 1926 and recorded June 29, 1927 in Book 8 Deeds Page 615 as Instrument Number 43714, Gooding County records;

Thence along the North boundary of the Hagerman Highway District No. 3 property the following courses and distances:

South 89°19'42" West, 317.66 feet;

South 0°40'18" East, 10.00 feet;

South 89°19'42" West, 412.50 feet;

South 0°40'18" East, 15.00 feet;

South 89°19'42" West, 1331.96 feet to THE REAL POINT OF BEGINNING.

SUBJECT TO the rights of the Sands ditch;

SUBJECT TO an easement along a strip of land 20 feet in width for the purpose of ingress and egress over property situated in the SE¼SW¼, said Section 15; Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

Commencing at the South quarter corner of Section 15;

Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;

Thence on a bearing of North 6°34'29" West measured (North 6°35'11" West recorded) a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;

Thence from this POINT OF BEGINNING and along said line the following courses and distances:

North 6°34'29" West, 491.39 feet measured (North 6°35'11" West recorded);

North 57°53'22" West, 272.42 feet measured (North 57°53'15" West 272.32 recorded);

North 21°48'00" West, 374.63 feet measured (North 21°49'34" West 374.70 recorded);

North 39°33'35" West, 365.75 feet measured (North 39°35'09" West recorded);

South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement is for the benefit of and appurtenant to the SW $\frac{1}{4}$, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

SUBJECT TO an easement along a strip of land 10 feet in width for the purpose of constructing and maintaining an irrigation water delivery system along an existing irrigation ditch situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15 and Lot 3, Section 16. Said 10 foot wide strip of land to be centered on the following described centerline:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence on a bearing of North 28°25'48" East a distance of 2108.29 feet to the centerline of the Sands Ditch and THE POINT OF BEGINNING of said centerline and 10 foot wide strip of land;

Thence from this POINT OF BEGINNING and along the said centerline the following courses and distances:

South 76°49'42" West, 473.59 feet;

South 77°40'27" West, 185.13 feet;

South 89°05'21" West, 297.14 feet;

South 76°09'04" West, 110.10 feet;

South 72°25'17" West, 243.88 feet;

South 86°53'17" West, 149.44 feet;

North 83°30'38" West, 231.89 feet to THE POINT OF ENDING of said centerline and the 10 foot wide strip of land;

Said POINT OF ENDING bears North 21°59'48" West a distance of 1747.13 feet from the Section corner common to Sections 15, 16, 21 and 22.

The said Irrigation Easement is for the benefit of and appurtenant to the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15 and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of said appurtenant property or any parts or portions thereof.

PARCEL NO. 2

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 15: A parcel of land in the N $\frac{1}{2}$ SW $\frac{1}{4}$, more specifically described as follows:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence North 0°06'47" East a distance of 1319.75 feet along the East boundary of the SW¼, Section 15;

Thence along the South boundary of the N½SW¼ on a bearing of South 89°21'27" West a distance of 1252.09 feet to THE REAL POINT OF BEGINNING;

Thence from this REAL POINT OF BEGINNING and continuing along the South boundary of the N½SW¼, Section 15 on a bearing of South 89°21'27" West a distance of 57.85 feet;

Thence on a bearing of North 3°09'15" East a distance of 69.95 feet to the approximate centerline of the Sands Ditch;

Thence along the approximate centerline of the Sands Ditch the following courses and distances:

North 53°54'59" West, 202.69 feet;

North 27°00'13" West, 137.90 feet;

North 70°03'48" West, 64.16 feet;

North 38°16'05" West, 65.10 feet;

North 7°41'53" West, 133.85 feet;

North 5°55'25" East, 145.02 feet;

Thence on a bearing of South 85°11'46" East a distance of 419.07 feet;

Thence on a bearing of South 3°04'10" West a distance of 627.13 feet to THE REAL POINT OF BEGINNING.

The above described parcel of land is subject to and has the right to use the following attached easements. Said parcel is also subject to the rights of the Sands Ditch.

A strip of land 20 feet in width designated as Access Easement "C" for the purpose of ingress and egress situated in the SE¼SW¼, Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;

Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;

Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;

Thence from this POINT OF BEGINNING and along said line the following courses and distances:

North 6°34'29" West, 491.39 feet;

North 57°53'22" West, 272.42 feet;

North 21°48'00" West, 374.63 feet;

North 39°33'35" West, 365.75 feet;

South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement "C" is for the benefit of and appurtenant to the SW $\frac{1}{4}$, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 20 feet in width designated as Access Easement "D" for the purpose of ingress and egress situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho; Said 20 foot strip of land to be adjacent to and North and East of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;
Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North 6°34'29" West, 491.39 feet;
North 57°53'22" West, 272.42 feet;
North 21°48'00" West, 374.63 feet;
North 39°33'35" West, 365.75 feet;
South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

The said Access Easement "D" is for the benefit of and appurtenant to the SW $\frac{1}{4}$, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

A parcel of land in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15 and Lot 3, Section 16, more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

- Thence along the boundary common to said Sections 15 and 16 on a bearing of North 0°14'18" East measured (North 0°12'00" East recorded) a distance of 1321.36 feet to the South one-sixteenth corner common to Sections 15 and 16 and THE REAL POINT OF BEGINNING;
- Thence from this REAL POINT OF BEGINNING and along the South boundary of Lot 3, Section 16 on a bearing of South 89°42'35" West, measured (South 89°40'20" West recorded) a distance of 636.75 feet measured (636.71 feet recorded);
- Thence on a bearing of North 48°26'28" West measured (North 48°27'36" West recorded) a distance of 119.57 feet measured (119.56 recorded);
- Thence on a bearing of South 89°41'44" West measured (South 89°40'20" West recorded) a distance of 502.50 feet to the approximate original mean high water line of the Snake River;
- Thence along the approximate original mean high water line of the Snake River the following courses and distances:
 - North 47°00'00" East, 133.21 feet;
 - North 27°39'00" East, 332.35 feet;
- Thence on a bearing of South 63°13'12" East a distance of 355.27 feet to the approximate centerline of an irrigation ditch;
- Thence along the approximate centerline of an irrigation ditch the following courses and distances:
 - South 83°30'38" East, 231.89 feet;
 - North 86°53'17" East, 149.44 feet;
 - North 72°25'17" East, 243.88 feet;
 - North 76°09'04" East, 110.10 feet;
 - North 89°05'21" East, 297.14 feet;
 - North 77°40'27" East, 185.13 feet;
- Thence on a bearing of South 0°09'36" West a distance of 398.78 feet to the North boundary of a public road;
- Thence along the North boundary of a public road on a bearing of South 89°21'38" West a distance of 535.96 feet;
- Thence along the West boundary of a public road on a bearing of South 0°09'36" West a distance of 20.00 feet to THE REAL POINT OF BEGINNING.

SUBJECT TO an irrigation easement 5 feet in width for the purpose of maintenance and use along the North boundary thereof. The above described parcel also has the right to use the following attached easements.

A strip of land 20 feet in width designated as Access Easement "C" for the purpose of ingress and egress situated in the SE¼SW¼, Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;
Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North 6°34'29" West, 491.39 feet;
North 57°53'22" West, 272.42 feet;
North 21°48'00" West, 374.63 feet;
North 39°33'35" West, 365.75 feet;
South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

The said Access Easement "C" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 20 feet in width designated as Access Easement "D" for the purpose of ingress and egress situated in the SE¼SW¼ of Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho; Said 20 foot strip of land to be adjacent to and North and East of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;
Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North 6°34'29" West, 491.39 feet;
North 57°53'22" West, 272.42 feet;
North 21°48'00" West, 374.63 feet;
North 39°33'35" West, 365.75 feet;
South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement "D" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 10 feet in width designated as Irrigation Easement for the purpose of constructing and maintaining an irrigation water delivery system along an existing irrigation ditch situated in the NW¼SW¼, Section 15, and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 10 foot wide strip of land to be centered on the following described centerline:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence on a bearing of North 28°25'48" East a distance of 2108.29 feet to the centerline of the Sands Ditch and THE POINT OF BEGINNING of said centerline and 10 foot wide strip of land;

Thence from this POINT OF BEGINNING and along the said centerline the following courses and distances:

South 76°49'42" West, 473.59 feet;

South 77°40'27" West, 185.13 feet;

South 89°05'21" West, 297.14 feet;

South 76°09'04" West, 110.10 feet;

South 72°25'17" West, 243.88 feet;

South 86°53'17" West, 149.44 feet;

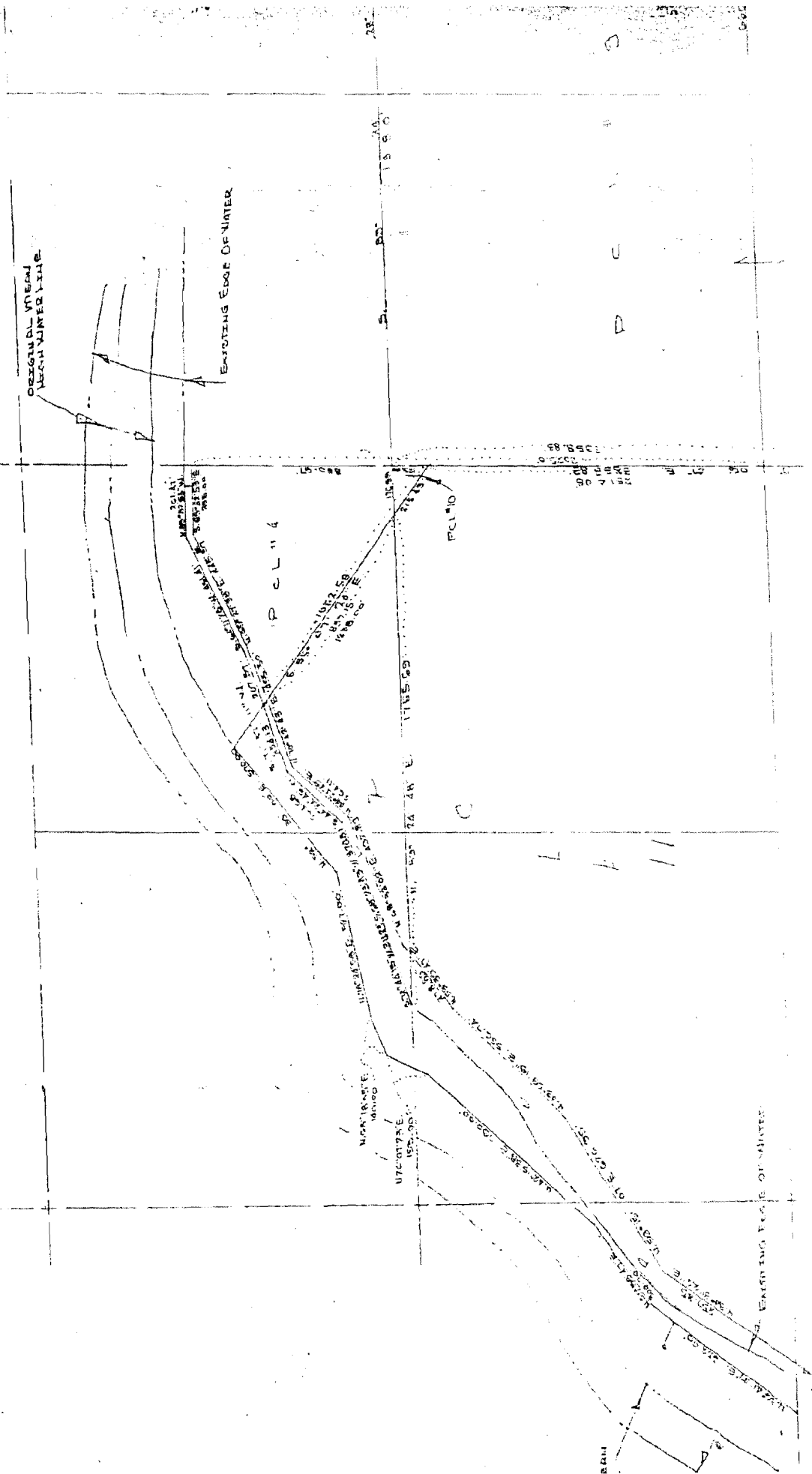
North 83°30'38" West, 231.89 feet to the POINT OF ENDING of said centerline and the 10 foot wide strip of land; Said POINT OF ENDING bears

North 21°59'48" West a distance of 1747.13 feet from the Section corner common to Sections 15, 16, 21 and 22.

The said irrigation Easement is for the benefit of and appurtenant to the NW¼SW¼, Section 15 and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of said appurtenant property or any parts or portions thereof.

North Half

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."



SEE SEC. 16 FOR PARCEL "OF P¹⁶

ORIGINAL -
LEAD PLATE

APPROXIMATE EXTENT OF
LOSS OF WEIGHT

107

000000

DETERMINED MEAN HIGH WATER

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."

HAEMMERLE & HAEMMERLE, P.L.L.C.

Attorneys & Counselors at Law

Fritz X. Haemmerle
Jennifer L. K. Haemmerle

P. O. Box 1800
Hailey, ID 83333

RECEIVED

MAR 03 2005

DEPARTMENT OF
WATER RESOURCES

400 South Main Street, Suite 102
Tel: (208) 578-0520
Fax: (208) 578-0564

February 18, 2005

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

Re: Name Change – Adjudication

To Whom It May Concern:

Please find enclosed a Notice of Change in Water Right Ownership for water rights 36-15467, 37-10510, 36-07081, 36-07229, 36-00098, and 36-08317. All six (6) rights have been adjudicated, so please find enclosed a filing fee of \$150.00. The original ownership on these rights was somewhat complicated, so I have enclosed a Lot Book Report showing that the current ownership is, in fact, vested in John and Beverly Shaw, husband and wife, and in Roger Crist. No aerial photograph showing irrigated acres was enclosed as these rights have been adjudicated and IDWR is in possession of the shape files for these rights. If you believe you require aerial photographs, please advise.

If anything else is required, please do not hesitate to call. Thank you.

Sincerely,

HAEMMERLE & HAEMMERLE, P.L.L.C.



Fritz X. Haemmerle

FXH: fxh
Encl.

P.S.
Ms. Kari Lyuu

*My cell phone is (208) 481-0509, if
there is any problems please call
me at this number, THANKS
John Shaw*

QUIT CLAIM DEED

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

FOR VALUE RECEIVED

THE WITMER 1992 REVOCABLE TRUST DATED JANUARY 26, 1992, TRUSTEES: DUFFY S. WITMER AND SHEILA G. WITMER, AS TO AN UNDIVIDED 1/90 INTEREST, DUFFY S. WITMER AND SHEILA G. WITMER, OR THEIR SUCCESSORS, TRUSTEES OF THE WITMER 1992 REVOCABLE TRUST DATED JUNE 26, 1992, AN TO AN UNDIVIDED 1/20 INTEREST, DUFFY S. WITMER AND SHEILA G. WITMER, TRUSTEES OF THE WITMER 1992 REVOCABLE TRUST DATED JUNE 26, 1992, AN TO AN UNDIVIDED 1/20 INTEREST.

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

JOHN SHAW AND BEVERLY SHAW, Husband and Wife

GRANTEE

Whose address is: P.O. BOX 1823, HAILEY, IDAHO 83333

The following described premises, to-wit:

See Attached Exhibit "A"

Together with their appurtenances.

Dated: January 29, 2003

Duffy S. Witmer, Trustee
DUFFY S. WITMER, TRUSTEE

Sheila G. Witmer, Trustee
SHEILA G. WITMER, TRUSTEE

State of IDAHO

County of *Blaine* } ss.

On this *29th* day of JANUARY, 2004, before me, the undersigned, a notary public in and for said state, personally appeared DUFFY S. WITMER AND SHEILA G. WITMER knownor identified to me to be the persons whose names are subscribed to the within instrument as trustees of THE WITMER 1992 REVOCABLE TRUST DATED JANUARY 26, 1992, TRUSTEES: DUFFY S. WITMER AND SHEILA G. WITMER, AS TO AN UNDIVIDED 1/90 INTEREST, DUFFY S. WITMER AND SHEILA G. WITMER, OR THEIR SUCCESSORS, TRUSTEES OF THE WITMER 1992 REVOCABLE TRUST DATED JUNE 26, 1992, AS TO AN UNDIVIDED 1/20 INTEREST, DUFFY S. WITMER AND SHEILA G. WITMER, TRUSTEES OF THE WITMER 1992 REVOCABLE TRUST DATED JUNE 26, 1992, AN TO AN UNDIVIDED 1/20 INTEREST..and acknowledged to me that he executed the same as such trustees.

WITNESS my hand and official seal.

Mary Jane Huck
Notary Public
Residing At: *Hailey*
Commission Expires: *2-12-2007*



QUIT CLAIM DEED

RECEIVED

MAR 14 2005

FOR VALUE RECEIVED

DIANE TDD
 VARTAN A. DAVIDIAN, JR. AND ~~DIANE~~ DAVIDIAN, Husband and Wife, as to an undivided 1/10 interest,
 and VARTAN DAVIDIAN, as to an undivided 1/90 interest

DEPARTMENT OF WATER RESOURCES

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

JOHN SHAW AND BEVERLY SHAW, Husband and Wife

GRANTEE

Whose address is: P.O. BOX 1823, HAILEY, IDAHO 83333

The following described premises, to-wit:

See Attached Exhibit "A"

Together with their appurtenances.

Dated: JANUARY 22, 2004

Vartan A. Davidian Jr.
 VARTAN A. DAVIDIAN, JR.

Diane Davidian
 DIANE DAVIDIAN,
 conveyance of any and all interest

Vartan A. Davidian
 VARTAN DAVIDIAN
 P.O. Box 6338
 RALEIGH, 27622
 State of North Carolina } ss.
 County of Wake }

PHONE 919 847-1864

On this 22 day of JANUARY, 2004, before me, the undersigned, a notary public in and for said state, personally appeared VARTAN A. DAVIDIAN, JR. AND ~~DIANE~~ DAVIDIAN, Husband and Wife, as to an undivided 1/10 interest, and VARTAN DAVIDIAN, as to an undivided 1/90 interest, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Stephanie T. Woodward
 Notary Public
 Residing At:
 Commission Expires: 7-6-2008

QUIT CLAIM DEED

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

FOR VALUE RECEIVED

JOSEPH PATRICK ARCHIE AND SARAH ELLEN ARCHIE, husband and wife, as to an undivided 1/10 interest, JOSEPH ARCHIE, as to an undivided 1/90 interest

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

JOHN SHAW AND BEVERLY SHAW, husband and wife

GRANTEE

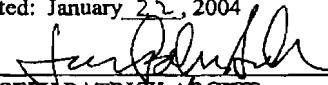
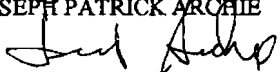
Whose address is: P.O. Box 1823, Hailey, Idaho 83333

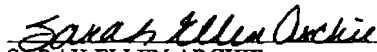
The following described premises, to-wit:

See Attached Exhibit "A"

Together with their appurtenances.

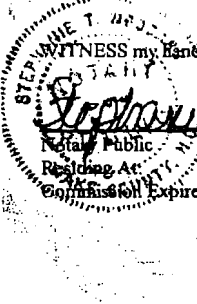
Dated: January 22, 2004


JOSEPH PATRICK ARCHIE



SARAH ELLEN ARCHIE,
conveyance of any and all interest

JOSEPH ARCHIE 2309 WOODROW DR.
State of North Carolina } RALEIGH, N.C. 27609
County of Wake } Phone 919 782-1960

On this 22 day of JANUARY, 2004, before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH PATRICK ARCHIE AND SARAH ELLEN ARCHIE, husband and wife, as to an undivided 1/10 interest, JOSEPH ARCHIE, as to an undivided 1/90 interest, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Stephanie T. Woodward
Notary Public
Residing At: [Signature]
Commission Expires: 7-6-08

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

WARRANTY DEED

G020300

KNOW ALL MEN BY THESE PRESENTS,

That DENNIS MCCOY and JANE MCCOY, husband and wife, hereinafter called "Grantors" hereby grant, bargain, sell and convey their undivided one-tenth (1/10) interest unto JOHN SHAW, a married individual dealing in his sole and separate property, whose address is 1021 Gridley Drive, Hagerman, Idaho 83332, hereinafter called the "Grantee" the real property located in Gooding County, Idaho, described on Exhibit "A" attached hereto and incorporated in full herein.

TO HAVE AND TO HOLD said premises with all appurtenances unto the said Grantee and his heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantee, that the Grantors are the owners in fee simple of said premises. And also that said premises are free and clear from all other encumbrances except current years taxes, levies, and assessments and except U.S. Patent reservations restrictions, easements of record, and easements viable upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.

DATED this 16 day of SEPT, 2002.

GRANTORS:



DENNIS MCCOY



JANE MCCOY

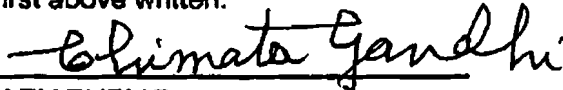
STATE OF CALIFORNIA

County of VENTURA

) ss.

On this 16 day of SEPT., 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS MCCOY and JANE MCCOY, known to me to be the persons whose names are subscribed to the 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.

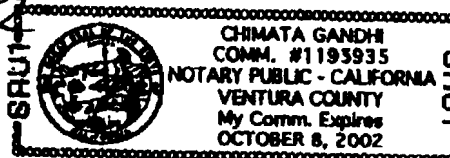


NOTARY PUBLIC

Residence: WESTLAKE VLG CA

My Comm. Exp: 10-08-2007

WARRANTY DEED - Page 1



Instrument # 197568

GOODING, GOODING, IDAHO

2002-10-30 11:06:06 No. of Pages: 8

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Fee: 24.00



Order No. G010126

WARRANTY DEED

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

For Value Received

M J Wiens Jr., as to an undivided 1/10th interest

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

John Shaw And Beverly Shaw,
Husband And Wife.

the grantee(s), whose current address is

P.O. BOX 1823, HAILEY, ID 83333

the following described premises, to-wit:

See Attached Exhibit "A"

Instrument # 190116

GOODING, GOODING, IDAHO

2001-04-13 02:55:19 No. of Pages: 10

Recorded for: GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 30.00

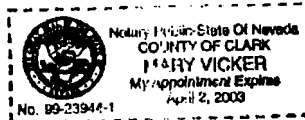
Signature: *Shane Houser*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all claims whatsoever.

Dated: April 17, 2001

[Signature]
M J WIENS JR.

STATE OF ~~IDAHO~~
: SS
COUNTY OF ~~GOODING~~



On This 17th day of APRIL, in the year 2001, before me, a Notary Public in and for said State, personally appeared M J Wiens Jr., known or identified to me 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.

WITNESS my hand and official seal.

[Signature]
Notary Public of ~~IDAHO~~
Residing at ~~IDAHO~~
Commission Expires:

TITLE & ESCROW
COMPANIES

Order No. G010206/T010475

WARRANTY DEED

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

For Value Received

ROBERT J. PORTER AND KAREN L. PORTER, husband and wife as to a 1/10th interest

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

JOHN SHAW AND BEVERLY SHAW

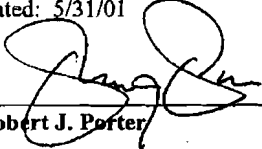
the grantee(s), whose current address is: **P.O. BOX 1823, HAILEY, ID. 83333.**

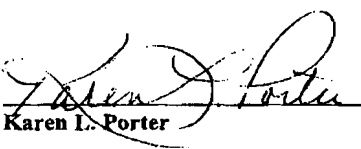
the following described real estate, situated in **GOODING** County, Idaho, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 5/31/01

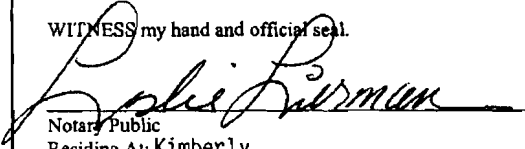

Robert J. Porter

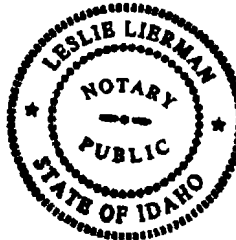

Karen L. Porter

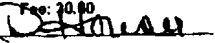
State of IDAHO }
County of TWIN FALLS } ss.

On this 31 day of May, in the year 2001, before me, the undersigned, personally appeared Robert J. Porter and Karen L. Porter, known or identified to me 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.

WITNESS my hand and official seal.


Notary Public
Residing At: Kimberly
Commission Expires: 7-11-06



Instrument # 190708
GOODING, GOODING, IDAHO
2001-06-04 04:04:12 No. of Pages: 10
Recorded for : GOODING TITLE
HELEN EDWARDS Fee: 20.00
Ex-Officio Recorder Deputy 
Index to: DEED, WARRANTY

Order No. T010362
6/10/55

WARRANTY DEED

For Value Received

Gary W. Cook, as Trustee of THE GARY COOK FAMILY TRUST, dated
September 12, 1990, as to an undivided 1/10 interest.

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

**John Shaw And Beverly Shaw,
Husband And Wife.**

the grantee(s), whose current address is

P.O. BOX 1823, HAILEY, ID 83333

the following described premises, to-wit:

See Attached Exhibit "A"

Instrument # 190449

GOODING, GOODING, IDAHO
2001-05-10 02:04:16 No. of Pages: 11

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy *Remmy Archibald* Fee: 33.00

Index to: DEED, WARRANTY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all claims whatsoever.

Dated: May 7, 2001

Gary W. Cook Trustee
GARY W. COOK as Trustee of the GARY COOK FAMILY TRUST, dated September 12, 1990.

STATE OF ~~IDAHO~~
: SS
COUNTY OF ~~GOODING~~

On This _____ day of MAY, in the year 2001, before me, a Notary Public in and for said State, personally appeared Gary W. Cook, known or identified to me 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.

WITNESS my hand and official seal.

Notary Public of Idaho
Residing at , Idaho
Commission Expires:

 **TITLE & ESCROW**
COMPANIES

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

State of NEVADA }
County of CLARK } ss.

On this 7th day of May, in the year 2001, before me, the undersigned,
personally appeared Gary W. Cook, known or identified to me to be the person(s) whose name is/are
subscribed to the within instrument as trustee(s) of the GARY COOK FAMILY TRUST, dated
September 12, 1990, and acknowledged to me that ~~he~~/she/they executed the same as such trustee(s).

WITNESS my hand and official seal.

Marie Elaine Rock
Notary Public
Residing At: Nendine Ave.
Commission Expires: 7-23-01



VARRANTY DEED

4GG-03146

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

For Value Received

Andrew Pelter, as Special Administrator of the Estate of E.A. Collins, deceased, pursuant to Letters of Special Administration with General Powers, filed in the Gooding County District Court as file SP01-195

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

JOHN SHAW

Address: P. O. Box 2326, Ketchum, ID 83340

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

See attached Schedule A

SUBJECT TO:

Instrument # 193146
GOODING, GOODING, IDAHO
2001-12-07 02:50:56 No. of Pages: 11
Recorded for: LAND TITLE
HELEN EDWARDS
Ex-Officio Recorder Deputy *Helen Edwards*
Index to: OREGON, WARRANTY

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2001, which are not yet due or payable.

2001 taxes are an accruing lien, the first one-half of which is not delinquent until after December 20 of the current year.

Assessments levied or to be levied by any local irrigation district.

Power Line Easement given by Joseph H. Handy and Mina M. Handy, husband and wife, to Idaho Power Company, a corporation, dated August 11, 1945, recorded October 22, 1945 as Instrument Number 94506, Gooding County records, affecting a portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, all Township 7 South, Range 13, East Boise Meridian.

Easement given by Elmer Cook and Lydia Ann Cook, husband and wife, to Idaho Power Company, dated November 16, 1948, recorded March 5, 1949 in Book 6 Page 406 as Instrument Number 108181, Gooding County records, affecting Lot 5 of Section 15, Lot 3 of Section 16, all in Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Elmer Cook and Lydia Cook, husband and wife, to Idaho Power Company, a corporation, dated July 8, 1947, recorded March 8, 1950 in Book 5 Page 502 as Instrument Number 11120, Gooding County records, affecting the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 15, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 7 South, Range 13, East Boise Meridian.

Reservations in Patent given by the United States of America, to Elmer Cook dated December 2, 1959 as Instrument Number 139788, Gooding County records, affecting Lot 3 of Section 15, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Dick Cook, a single man, to Idaho Power Company, a corporation, dated December 5, 1961, recorded March 9, 1962 as Instrument Number 3896, Gooding County records, affecting the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 7 South, Range 13, East Boise Meridian.

Easement given by Richard L. Cook and Dixie A. Cook, husband and wife, and Vay Cook and Jean Cook, husband and wife, to Idaho Power Company, a corporation, dated May 13, 1974, recorded May 28, 1974 as Instrument Number 50440, Gooding County records, affecting a portion of Lot 3, Section 16 and Lots 3 and 4, Section 15, Township 7 South, Range 13, East Boise Meridian.

Ditch Maintenance Agreement by and between Richard L. Cook and Dixie Cook, husband and wife, First Party, and E.A. Collins; Richard E. Thurmond, Trustee U.A.D., May 8, 1978; Marshall S. Ashcraft, Inc., a corporation; and Fredrick G. Lam, Second Party, dated October 23, 1981, recorded November 9, 1992 as Instrument Number 150621, Gooding County records.

Any claim arising from the difference in the mean high water line of the Snake River and the meander line

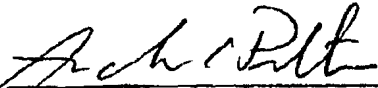
as shown by the Government Survey

Right, title and interest of the State of Idaho within the natural bed of the Snake River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary high water line.

Financing Statement by Cary B. William and John F. Shaw and between Diversified Financial Services, Inc., recorded August 20, 2001, as Instrument Number 191728, Gooding County Records, Idaho. Amendment filed August 29, 2001 as Instrument Number 191853, Gooding County records, to add the Name of Hagerman Duck Club.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

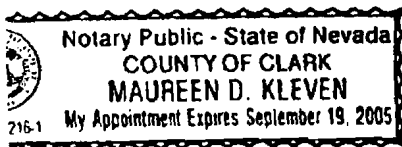
Dated: December 6, 2001



Andrew Pelter, Special Administrator of the
Estate of E.A. Collins, Deceased

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

On this 5 day of December, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Pelter, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of E.A. Collins, and acknowledged to me that he executed the same as such Personal Representative.




Notary Public
Residing at: 3350 HAVILL ST. #2034
My Commission expires: 12/19/2005
September 19, 2005

WARRANTY DEED

#GG-03146

RECEIVED
MAR 14 2005

DEPARTMENT OF WATER RESOURCES

For Value Received

Andrew Pelter, Special Administrator of the Estate of E.A. Collins, Deceased, pursuant to Letters of Special Administration with General Powers, Case No. SP-01-195, Gooding County District Court

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

ROGER E. CRIST
Address: P. O. Box 2326, Ketchum, ID 83340

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

See Attached Schedule A

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2001, which are not yet due or payable.

2001 taxes are an accruing lien, the first one-half of which is not delinquent until after December 20 of the current year.

Assessments levied or to be levied by any local irrigation district.

Power Line Easement given by Joseph H. Handy and Mina M. Handy, husband and wife, to Idaho Power Company, a corporation, dated August 11, 1945, recorded October 22, 1945 as Instrument Number 94506, Gooding County records, affecting a portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, all Township 7 South, Range 13, East Boise Meridian.

Easement given by Elmer Cook and Lydia Ann Cook, husband and wife, to Idaho Power Company, dated November 16, 1948, recorded March 5, 1949 in Book 6 Page 406 as Instrument Number 108181, Gooding County records, affecting Lot 5 of Section 15, Lot 3 of Section 16, all in Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Elmer Cook and Lydia Cook, husband and wife, to Idaho Power Company, a corporation, dated July 8, 1947, recorded March 8, 1950 in Book 5 Page 502 as Instrument Number 111120, Gooding County records, affecting the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 15, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 7 South, Range 13, East Boise Meridian.

Reservations in Patent given by the United States of America, to Elmer Cook dated December 2, 1959 as Instrument Number 139788, Gooding County records, affecting Lot 3 of Section 15, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Dick Cook, a single man, to Idaho Power Company, a corporation, dated December 5, 1961, recorded March 9, 1962 as Instrument Number 3896, Gooding County records, affecting the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 7 South, Range 13, East Boise Meridian.

Easement given by Richard L. Cook and Dixie A. Cook, husband and wife, and Vay Cook and Jean Cook, husband and wife, to Idaho Power Company, a corporation, dated May 13, 1974, recorded May 28, 1974 as Instrument Number 50440, Gooding County records, affecting a portion of Lot 3, Section 16 and Lots 3 and 4, Section 15, Township 7 South, Range 13, East Boise Meridian.

Ditch Maintenance Agreement by and between Richard L. Cook and Dixie Cook, husband and wife, First Party, and E.A. Collins; Richard E. Thurmond, Trustee U.A.D., May 8, 1978; Marshall S. Ashcraft, Inc., a corporation; and Fredrick G. Lam, Second Party, dated October 23, 1981, recorded November 9, 1992 as Instrument Number 150621, Gooding County records.

Any claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Government Survey.

Instrument # 193144

GOODING, GOODING, IDAHO

2001-12-07

02:49:04

No. of Pages: 11

Recorded for: LAND TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 33.00

Helen Edwards

Right, title and interest of the State Idaho within the natural bed of the Snake I below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary high water line.

Financing Statement by Cary B. William and John F. Shaw and between Diversified Financial Services, Inc., recorded August 20, 2001, as Instrument Number 191728, Gooding County Records, Idaho. Amendment filed August 29, 2001 as Instrument Number 191853, Gooding County records, to add the Name of Hagerman Duck Club.

Subject to the unpaid balance of one certain First Mortgage and Security Agreement given to Richard L. Cook and Josephine A. Cook, husband and wife, dated May 1, 1989, recorded May 31, 1989 as Instrument Number 136811, Gooding County records, which the grantee herein assumes and agrees to pay, as to an undivided 1/10th interest.

Subject to the unpaid balance of one certain First Mortgage and Security Agreement given to Richard L. Cook and Josephine A. Cook, husband and wife, dated September 27, 1990, recorded October 17, 1990 as Instrument Number 142601, Gooding County records, which the grantee herein assumes and agrees to pay, as to an undivided 1/10th interest.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

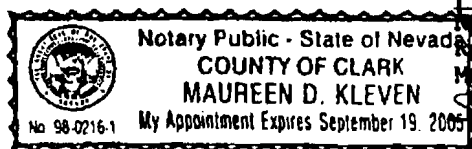
Dated: December 6, 2001

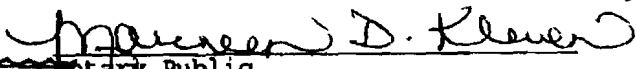


Andrew Pelter as Special Administrator of the Estate of E.A. Collins, Deceased

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

On this 5 day of December, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Pelter, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of E.A. Collins, and acknowledged to me that he executed the same as such Personal Representative.




Notary Public
Residing at: 3350 W. Las Vegas ST #20034
My Commission expires: 09/19/2005
September 19, 2005

RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

ORIGINAL IN FILE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Roger B. Crist
Post Office Box 2326
Ketchum, Idaho 83340

Instrument # 199737

GOODING, GOODING, IDAHO

2003-03-21

02:20:10

No. of Pages: 11

Recorded for : LAND TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Fee: 33.00

Shane Houser

(Space above line for Recorder's use)

WARRANTY DEED

FOR VALUE RECEIVED, WILLIAM B. CARY, of Ketchum, Idaho, hereinafter called the Grantor, hereby grants, bargains, sells and conveys a one-tenth (1/10) undivided interest as a Tenant-In-Common, the following described real property situated in Gooding County, Idaho:

1. An undivided one-ninetieth (1/90th) interest as a Tenant-In-Common in the property described on Exhibit A attached hereto and by this reference made a part hereof as if set forth in full to each of the following Grantees:
 - a. Roger B. Crist
P. O. Box 2326
Ketchum, ID 83340
 - b. Varun Davidian
Box 19263-N Hills Sta.
Raleigh, NC 27619
 - c. Joseph Archie
2309 Woodrow Dr.
Raleigh, NC 27609
 - d. The Witmer 1992 Revocable Trust dated January 26, 1992, Trustees: Duffy S. Witmer and Sheila G. Witmer
P. O. Box 129
Ketchum, ID 83340
2. An undivided five ninetieths (5/90ths) interest as a Tenant-In-Common in the property described on Exhibit A attached hereto and by this reference made a part hereof as if set forth in full to John Shaw, 1021 Gridley Ave., Hagerman, ID 83332.

TO HAVE AND TO HOLD, the said real property, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said real property, that said real property is free from all encumbrances except as above-described, and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 12 day of March, 2003.

William B. Cary
WILLIAM B. CARY

STATE OF FLORIDA)

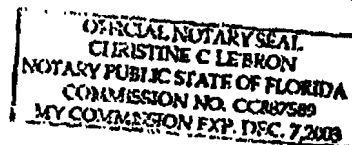
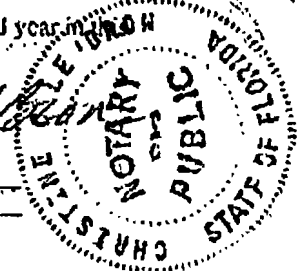
County of Palm Beach ss

On this 12 day of March, 2003, before me, the undersigned notary public in and for said state, personally appeared WILLIAM B. CARY, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that said he executed the same.

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

Christine C. Lennon
Notary Public for Florida
Residing at: _____
Commission Expires: _____

ccw/ny-jack/abw/ny-ded



Order No. G010207/T010475

WARRANTY DEED

For Value Received

ROBERT J. PORTER II, AND KAREN L. PORTER, husband and wife as to a 1/10th interest

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

JOHN SHAW AND BEVERLY SHAW

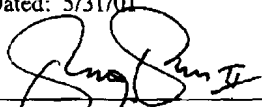
the grantee(s), whose current address is: **P.O. BOX 1823, HAILEY, ID. 83333.**

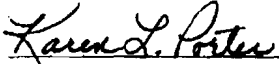
the following described real estate, situated in **GOODING** County, Idaho, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 5/31/01

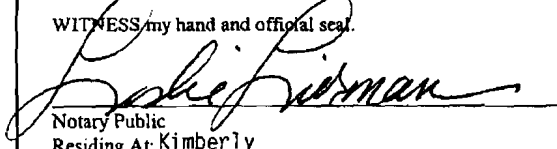

Robert J. Porter II


Karen L. Porter

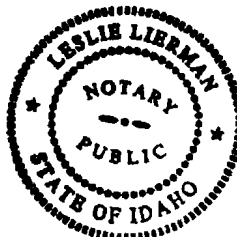
State of IDAHO }
County of TWIN FALLS } ss.

On this 31 day of May, in the year 2001, before me, the undersigned, personally appeared Robert J. Porter II and Karen L. Porter, known or identified to me 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.

WITNESS my hand and official seal.


Notary Public
Residing At: Kimberly
Commission Expires: 7-11-06

Instrument # 190707
GOODING, GOODING, IDAHO
2001-06-04 04:03:15 No. of Pages: 2
Recorded for : GOODING TITLE
HELEN EDWARDS Fee: 8.00
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY



RECEIVED

MAR 14 2005

DEPARTMENT OF WATER RESOURCES

NA to
WR's on
Notice

EXHIBIT A
G010207

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 15: The South one half of the Northeast Quarter;
The North one half of the Southeast Quarter;
The North one half of Southeast Quarter of the Southeast
Quarter;
The Southwest Quarter of the Southeast Quarter;

That part of the Southeast Quarter of the Southwest Quarter lying East of an existing road;

EXCEPTING THEREFROM that portion of the Southeast Quarter of the Southwest
Quarter deeded to the Hagerman Highway District Number 3 by Deed recorded June 29,
1927 in Book 8 Page 615 as Instrument No. 43714, records of Gooding County, Idaho.

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 15: Southwest Quarter of the Southeast Quarter of the Southeast Quarter;

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 15: That part of Government Lot 3 and part of the Southeast Quarter of the
Northwest Quarter, described as follows:

Commencing at the South Quarter corner of said Section 15;
Thence North 0°06'47" East, 3833.83 feet along the Easterly boundary of the West one half
of said Section 15 to THE TRUE POINT OF BEGINNING;
Thence North 0°06'47" East, 860.67 feet along the Easterly boundary of said Government
Lot 3 and the Southeast Quarter of the Northwest Quarter to the bank of the Snake River;
Thence North 89°32'53" West, 261.47 feet along the bank of said Snake River;
Thence South 64°11'28" West, 451.41 feet along the bank of said Snake River;
Thence South 71°57'11" West, 207.57 feet along the bank of said Snake River;
Thence South 55°07'20" East, 1052.58 feet to THE TRUE POINT OF BEGINNING.

Appendix E

Articles of Organization for Hagerman Wings Farm, LLC



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

2005 SEP -1 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Hagerman Wings Farm, LLC

2. The street address of the initial registered office is:

1021 Gridley Dr. Hagerman, Idaho 83332

and the name of the initial registered agent at the above address is:

John Shaw

3. The mailing address for future correspondence is:

1021 Gridley Dr. Hagerman, Idaho 83332

4. Management of the limited liability company will be vested in:

Manager(s) ☐ or Member(s) ☒ (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the member(s), list the name(s) and address(es) of at least one initial member.

Name

Address

John Shaw

1021 Gridley Dr. Hagerman, Idaho 83332

6. Signature of at least one person responsible for forming the limited liability company:

Signature: [Signature]

Typed Name: John Shaw

Capacity: Member

Signature _____

Typed Name: _____

Capacity: _____

Secretary of State use only

g:\cop\forms\LLC\forms\articlesoforganization.pdf
Revised 07/2002

Web Form

IDAHO SECRETARY OF STATE
09/01/2005 05:00
CX: 17994 CT: 1668 BH: 909515
1 @ 100.00 = 100.00 ORGAN LLC # 2

W42494

No. W 42494

Due no later than September 30, 2006
Annual Report Form

2. Registered Agent and Office NO PO BOX

Return to:

SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

HAGERMAN WINGS FARM, LLC
1021 GRIDLEY DR
HAGERMAN, ID 83332

JOHN SHAW
1021 GRIDLEY DR
HAGERMAN, ID 83332

NO FILING FEE IF
RECEIVED BY DUE DATE

3. New Registered Agent Signature

4. Limited Liability Companies: Enter Names and Addresses of Members.

Office held	Name	Street or P.O. Address	City	State	Zip
President	John Shaw	1021 Gridley	Hagerman	ID	83332
Secretary	Beverly Shaw	1021 Gridley	Hagerman	ID	83332

5. Organized Under the Laws of:

IDAHO
W 42494

6.

Signature



Date

07-07-06

Name
(Typed or
Printed)

John Shaw

Title

President

Issued 07/03/2006

Do Not Tape or Staple

200609000470

Appendix F

Water Rights Purchase and Sale Agreement
