

HUTCHINSON
— & —
BROWN, LLP

Keith E. Hutchinson, Esq.
Patrick D. Brown, Esq.

ATTORNEYS AT LAW
April 3, 2007

PHONE: (208) 733-9300
WATS: (800) 753-2529
FAX: (208) 733-9343

RECEIVED

APR 04 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Allen Merritt
IDAHO DEPARTMENT OF WATER RESOURCES
1341 Fillmore St., Ste. 200
Twin Falls ID 83301-3380

Re: **Moore**, John & Gwendolyn - Water Rights
Case #39576 / Sub #**72-04161A**
Application for Permit #72-16692 / Application for Transfer #72-416A

Dear Mr. Merritt:

I am writing on behalf of my clients John and Gwendolyn Moore, who have protested the above applications filed by Marshall Ogden. The parties have been able to resolve their differences and have entered into a written settlement agreement, a copy of which is attached.

Consistent with paragraph 4 of the agreement, this letter withdraws the Moores' protests to each of the applications.

The agreement also limits conditions under which any water obtained under the applications may be used. (See paragraph 6 regarding subordination). I therefore ask that the agreement be made part of the file for each of the applications.

If you have any questions or concerns, please give me a call. Otherwise I will presume my client's protests are considered withdrawn and the Department will process the applications on terms consistent with the agreement.

Thank you.

Sincerely yours,

Patrick D. Brown

/cb
Enc.
cc: Marshall & Jolene Ogden
John & Gwen Moore

RECEIVED
APR 04 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

WATER RIGHTS & EASEMENT AGREEMENT

This agreement is entered into on this _____ day of _____, 2007, between Marshall and Jolene Ogden ("Ogdens") and John and Gwendolyn Moore ("Moores") in exchange for the promises and covenants set forth in this agreement and other good and valuable consideration, the receipt of which each party to this agreement acknowledges. The parties agree to the following:

1. Ogdens own certain real property located on French Creek in Custer County, Idaho, which is more particularly described in Exhibit "A" which is attached hereto and incorporated into this agreement. Ogdens also own water rights (Water Right No. 72-4161A) and water right claims, and are in process of seeking additional rights through Application for Permit No. 72-16692, all for use on portions of the property described in Exhibit "A".

2. Moores owned certain real property located on French Creek and along the Salmon River, which is more particularly described in Exhibit "B" which is attached hereto and incorporated into this agreement. Moores also own water rights (Water Right No. 72-4161B) which is used on portions of the property described in Exhibit "B".

3. Water is conveyed to and used on the above properties through an existing pipeline which diverts water from French Creek at the point of diversion for the water rights of both parties and conveys water, under gravity flow pressure sufficient to operate sprinkling systems on the above properties, pursuant to a "Grant of Easement" recorded as Instrument No. 206064, of the records of Custer County, Idaho, a copy of which is attached hereto as Exhibit "C", which was granted by Ogdens' predecessors in interest to Moores' predecessors in interest in March of 1994, and a right-of-way (Dept. of Interior right-of-way IDI-33668) across land administered by the Bureau of Land Management.

4. The purpose of this agreement is to resolve disputes and protests which now exist or may arise concerning the use of water, the maintenance and use of the pipeline, and matters concerning the diversion, measurement and use of the water. Upon the execution of this agreement, Ogdens shall cause the proceeding which they initiated in the SRBA court to be terminated, and Moores shall withdraw their protests to Ogdens' Application for a Permit No. 72-16692 and Application for Transfer of Water Right No. 72-4161A.

5. The parties shall each pay for one-half the costs of the maintenance, repairs or replacement of the pipeline, as well as costs relating to installation and maintenance of diversion and measurement devices (including any required by IDWR and any reasonably needed to control, measure and apportion diverted water among the parties), together with costs associated with the BLM right-of-way, to the point where the pipeline splits into two branches, one which serves the Ogden property and the other of which continues across the Ogden property and crosses under State Highway No. 75 to the Moore property which it serves. From the point where the pipeline splits into two branches, each party shall be solely responsible for the costs of maintenance, use, repair or replacement of the branch which serves the property of such party. Moores shall have the right of reasonable access upon and across the property of Ogdens for such maintenance, use, repair or replacement of the pipeline from the diversion structure and

across the Ogdens property. Provided, however, any costs incurred to install, maintain or use water under Application for Permit No. 72-16692 shall be paid for solely by Ogdens. Further, provided that in the event the common pipeline or either branch is damaged as a result of the negligence or fault of either party, such party shall pay all costs resulting from such damage.

6. The use of any water junior in priority to Water Right No. 72-4161B, and any amount decreed in excess of the 0.33 cfs presently decreed to Water Right No. 72-4161A, shall be subordinate to the use of water under Water Right No. 72-4161B, and shall not be permitted to be diverted in any manner which interferes with the amount or pressurization of water in the pipeline. Additionally, neither party shall change the diversion and use of water rights pursuant to which water is diverted into and through the pipeline in any manner which interferes with the amount or pressurization of water in the pipeline. The parties agree that any applications for permits or transfers will conform to this paragraph.

7. Each party agrees not to file, pursue, object to or contest proceedings in the Snake River Basin Adjudication, with IDWR, or elsewhere, regarding any applications or claims made by the parties to this agreement to the water rights covered, to the extent such claim, objection, response or other position would be inconsistent with this agreement.

8. Each party agrees to cooperate to accomplish the purposes of this agreement, including but not limited to allowing the other party and that party's agent all reasonable access to the water conveyance systems, and by timely preparing and filing all documents necessary to communicate and accomplish the purposes and terms of this agreement.

9. This agreement and related documents have been prepared through negotiations among the parties and counsel. Each party has had the opportunity to investigate, discover the facts, seek legal advice and otherwise understand and negotiate the terms of the agreement. The agreement shall not be interpreted for or against any party on account of who drafted the documents.

10. This agreement and all covenants, promises and representations herein shall survive the transfer or conveyance of any covered property. Neither the agreement nor any term within it shall be deemed waived or be merged into any such deed or other document.

11. This agreement may be specifically enforced by the parties to it, as damages at law are not an adequate remedy. Temporary or permanent equitable relief may be granted to accomplish its purposes or enforce its terms. This paragraph shall not be construed as a limitation on other rights and remedies any party may have. Each party specifically reserves all other rights and remedies.

12. If any legal action arises to enforce, interpret or avoid this agreement or the obligations, promises or covenants set forth herein, the prevailing party, in addition to being entitled to any judgment so entered, shall be entitled to the award of reasonable attorney fees and costs against the non-prevailing party.

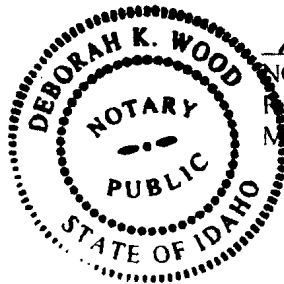
13. This agreement may be modified only by a writing signed by each of the parties hereto.

14. This agreement is made and shall be construed under laws of the State of Idaho.

STATE OF IDAHO)
)
County of Custer)
)

On this 30 day of April, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jolene Ogden**, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that she 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.



Deborah K. Wood
NOTARY PUBLIC FOR IDAHO
Residing: Challis
My Commission Expires: 2/2/13

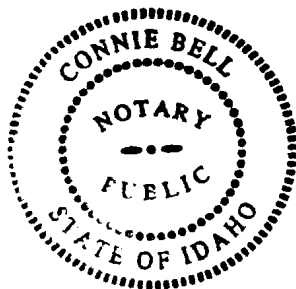
John Moore
John Moore

Gwendolyn Moore
Gwendolyn Moore

STATE OF IDAHO)
)
County of Twin Falls)
)

On this 26th day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Moore**, known to me to be the person whose name is subscribed to the foregoing instrument, and he 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.



Connie Bell
NOTARY PUBLIC FOR IDAHO
Residing: Twin Falls
My Commission Expires: 11-24-12



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
1151 W. Rillman Ave. / Boise, Idaho 83704
(208) 377-2700

WARRANTY DEED

For Value Received Herman W. Pious

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Marshall D. Ogden and John Ogden, Husband and Wife

hereinafter referred to as Grantees, whose current address is Pious French Creek, Clayton, ID 83226
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

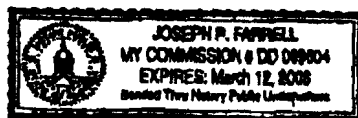
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, he heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except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

Dated: April 15, 2005

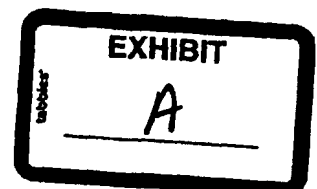
Herman W. Pious
Herman W. Pious

STATE OF Florida County of Pasco

On this 16th day of April, in the year of 2005, before me the undersigned, notary public personally appeared Herman W. Pious known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Joseph P. Farrell
Notary Public of
Florida
Residing at
1940 Pepperell Dr New Port Richey, FL
Commission Expires:
March 12, 2008



Memorandum of Sale

Herman W. Pleus entered into a Real Estate Purchase and Sale Agreement on April 7, 2005 and received Earnest Money from Marshall and Jolene Ogden for the following described real property:

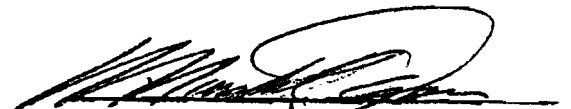
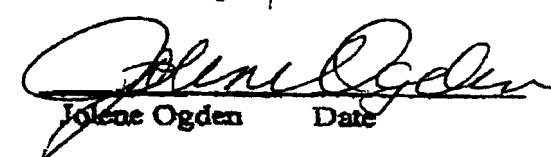
See attached Exhibit A

Located in Custer County, Idaho. Buyer reserved the right to complete a 1031 Tax Free Exchange at no expense or liability to the seller.

Seller

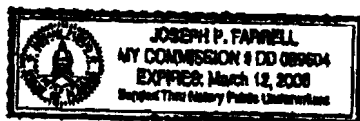
Buyer(s)


Herman W. Pleus Date
4/16/05


Marshall Ogden Date

Jolene Ogden Date

STATE OF Florida County of Pasco, ss.

On this 16th day of April, in the year of 2005, before me the undersigned, notary public personally appeared Herman W. Pines known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Joseph P. Farnell

Notary Public of
Florida
Residing at
1940 Popperell Dr Newport Richey FL
Commission expires:
March 12, 2006

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Exhibit
A-1

190086

EXHIBIT A - (PARCEL 1)

TOWNSHIP 11 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY IDAHO.

SECTION 28: That part of the NW1/4SW1/4 said Section 28 described as: Beginning at the Quarter Corner between said Section 28 and Section 29; thence North 89 degrees 58' East, 852.0 feet to the Smith-Leigh line fence, thence South 80 degrees 25' West, 852.7 feet to Section line between said Sections; thence North 0 degrees 03' West, 140 feet to Quarter Corner between said Sections, the PLACE OF BEGINNING. That part of Lot 2 South of State Highway 75 (Formerly U. S. 93).

ALSO:

A fraction of the Northwest Quarter Southwest Quarter (NW1/4SW1/4), Section 28, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, described as: Beginning at the West Quarter corner of said Section 28; thence South 0 degrees 03' East, along the West boundary of said Section 28, 140 feet to the TRUE POINT OF BEGINNING; thence continuing South 0 degrees 03' East, along said West boundary line 233.26 feet; thence North 73 degrees 06' 09" East, 735 feet, more or less, to a point on the Westerly boundary line of the land described in the deed to Leonard Bradshaw, et ux, recorded January 14, 1971, as Instrument No. 132901, records of Custer County, Idaho; thence North 23 degrees 30' West along the Westerly boundary line of said Bradshaw land 150 feet, more or less, to the most Northerly corner thereof; thence South 80 degrees 15' West, 640 feet, more or less, to the TRUE POINT OF BEGINNING.

SECTION 29: NW1/4SE1/4, and that part of Lots 9 and 10, South of State Highway 75 (Formerly U. S. 93).

EXCEPTING THEREFROM any land North of said Highway 75.

EXCEPTING THEREFROM:

A parcel of land being a portion of Government Lots 9 and 10 of Section 29, Township 11 North, Range 17 East, Boise Meridian, described as follows, to-wit:

Commencing at the Southwest corner of Government Lot 9 of Section 29, Township 11 North, Range 17 East, Boise Meridian; thence South 89 degrees 52' 36" East along the South line of said

NATIONAL HEADQUARTERS
BIRMINGHAM, ALABAMA

Exhibit A-2

190086

Government Lot 9 a distance of 450.0 feet to the REAL POINT OF BEGINNING:

Thence continuing South 09 degrees 52'35" East along the South line of Government Lots 9 and 10 of said Section 29 a distance of 1,229.57 feet;

Thence North 0 degrees 07'04" East, 593.38 feet to a point in the Southwesterly right-of-way line of existing Highway No. 75;

Thence North 69 degrees 13'30" West along said existing Southwesterly right-of-way line 1,214.05 feet;

Thence South 0 degrees 07'04" West, 1,056.95 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land located in U. S. Government Lot 9, Section 29, T. 11 N., R. 17 E., S.M., Custer County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 29, a distance of 2679.51 feet on a bearing of S. 0 degrees 06'31" W., to the Southwest corner of Lot 9, the center of section, and being the REAL POINT OF BEGINNING.

Thence S. 40 degrees 04'31" E., 942.52 feet

Thence N. 58 degrees 22'12" E., 319.12 feet

Thence S. 17 degrees 19'25" E., 72.22 feet

Thence S. 78 degrees 42'37" E., 162.89 feet

Thence E. 58 degrees 03'37" E., 85.60 feet

Thence S. 00 degrees 30'06" W. 884.18 feet to a point on the South boundary of said Lot 9;

Thence N. 89 degrees 32'19" W., 450.00 feet along the South boundary of Lot 9 to the REAL POINT OF BEGINNING.

ALSO FURTHER EXCEPTING THEREFROM:

A parcel of land located in U. S. Government Lot 9, Section 29, T. 11 N., R. 17 E., S.M., Custer County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 29, a distance of 1448.87 feet on a bearing of S. 0 degrees 04'31" W., along the center of section line to a point on the south right-of-way of U. S. Highway No. 75 and the REAL POINT OF BEGINNING.

Thence S. 88 degrees 49' 59" E. 898.73 feet along said south right-of-way of U. S. Highway No. 75;

MAY. 9. 2005 9:46AM
Apr 14 05

208 838-2573 NO. 489 IP. 6/6

NATIONAL HEADQUARTERS

RECORDS, INDIANA

Thence S. 8 degrees 30' 06" W. 173.00 feet to the Northe
corner of the existing Olney Parcel;
Thence W. 56 degrees 03' 37" W., 85.60 feet;
Thence N. 79 degrees 42' 37" W., 162.89 feet;
Thence N. 17 degrees 19' 25" W., 72.23 feet;
Thence S. 68 degrees 21' 12" W., 219.12 feet;
Thence N. 0 degrees 04' 21" E., 265.12 feet to the N
POINT OF BEGINNING.

Exhibit A-3

190086

CUSTER COUNTY
REQUEST OF *Anna*
Lambert

'88 SEP 2 PM 4 5A

ETHEL H. *Clark* CLERK
Clark DEPUTY
SEPT 2 1900

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by TRACEY L. KEHNE WALTHER, whose address is
2209 S. Crosscreek Lane, Boise, ID 83706,
as Personal Representative of the estates of KATHRYN S. HERRICK, deceased, AND
GERALD D. HERRICK, deceased, Grantors, to JOHN M. MOORE AND GWENDOLYN
L. MOORE, husband and wife, whose address 8811 HIGHWAY 45,
NAMPA, IDAHO 83686, Grantees.

WHEREAS, Grantor is the qualified personal representative of said estates, filed
as Probate Numbers SP IE 0000456M and SP IE 9800022M, respectively, both in Ada
County, Idaho;

THEREFORE, for valuable consideration received, Grantor sells and conveys to
Grantees the following described real property in Custer County, Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated by reference
herein as though fully set forth.

0223547

with all appurtenances.

Custer County Rec. of.
Custer County, Idaho
11:22 A.M. Date 9-26-01
Deputy Clerk
Pauline Gaudin 900
Deputy

EXECUTED this 26th day of September, 2001.

Tracey L. Kehne Walther
TRACEY L. KEHNE WALTHER
Personal Representative of the Estates of
Kathryn S. Herrick and Gerald D. Herrick

STATE OF IDAHO)
: ss
County of Custer)

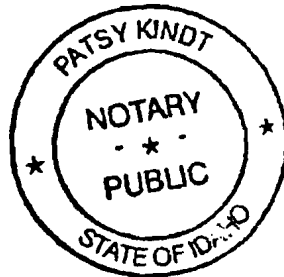
On this 26 day of September, 2001, before me, LARRY KINOT,

EXHIBIT

B

1 a notary public in and for said State, personally appeared Tracey L. Kehne Walther, known
2 to me to be the person whose name is subscribed to the within instrument, as personal
3 representative of the Estates of Kathryn S. Herrick and Gerald D. Herrick, and
4 acknowledged to me that she executed the same as such personal representative.

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



Patsy Kindt
Notary Public for Idaho
Residing at Challis
Commission Expires: 3/12/04

A parcel of land being a portion of U.S. Government Lot 2, Section 28, and a portion of U.S. Government Lots 9 and 10, Section 29, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, being more described as follows:

Commencing at the 1/4 corner common to Sections 28 and 29, Township 11 North, Range 17 East, Boise Meridian, thence North $89^{\circ}56'30''$ East 841.84 feet along the south line of U.S. Government Lot 2, Section 28, to a point on the northerly right-of-way line of State Highway 75, said point being on a curve; thence Northwesterly along said Northerly right-of-way line along a curve to the left having a radius of 2,964.85 feet, an arc length of 134.15 feet, a central angle of $02^{\circ}35'33''$ tangents of 67.09 feet, and a chord which bears North $66^{\circ}36'23''$ West 134.14 feet to the Real Point of Beginning of this description; thence continuing northwesterly along said Northerly right-of-way line along a curve to the left, having a radius of 2,964.85 feet, an arc length of 47.86 feet, a central angle of $00^{\circ}55'29''$ tangents of 23.93 feet, and a chord which bears North $68^{\circ}21'54''$ West 47.86 feet to a point; thence North $68^{\circ}49'39''$ West, 3,061.97 feet along said northerly right-of-way line to a point; thence North $00^{\circ}04'31''$ East, 256.18 feet to a point on the right bank (downstream) of the Salmon River; thence along the right bank (downstream) of the Salmon River the following courses and distances:
thence South $84^{\circ}28'48''$ East 101.57 feet to a point;
thence South $89^{\circ}28'48''$ East 304.06 feet to a point;
thence North $81^{\circ}01'12''$ East 396.60 feet to a point;
thence North $67^{\circ}16'12''$ East 588.29 feet to a point;
thence South $89^{\circ}28'48''$ East 274.31 feet to a point;
thence South $53^{\circ}58'48''$ East 475.92 feet to a point;
Thence South $39^{\circ}58'48''$ East 285.55 feet to the meander corner of fractional Sections 28 and 29;
thence South $38^{\circ}30'00''$ East 471.24 feet to a point;
thence South $52^{\circ}00'00''$ East 363.00 feet to a point;
thence South $68^{\circ}45'00''$ East 354.01 feet to a point;
thence leaving the right bank of the Salmon River South $23^{\circ}50'35''$ West 475.22 feet to the Real Point of Beginning, as shown by the record of survey filed 11-23-94, as instrument No. 207837, records of Custer County, Idaho.

EXHIBIT "A"

10/10/94

GRANT OF EASEMENT

HERMAN W. PLEUS and EMMA LEE PLEUS, as Trustees of the HERMAN W. PLEUS AND EMMA LEE PLEUS FAMILY TRUST, that declaration dated February 23, 1994, (collectively referred to herein as "Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto GERALD D. HERRICK and KATHRYN S. HERRICK, husband and wife (collectively referred to herein as "Grantee"), of 2027 Silver Creek Lane, Boise, County of Ada, State of Idaho, 83706, an easement over and across certain real property owned by Grantor, more particularly described in Exhibit A hereto, ("Grantor's Property"), for the purpose of conveying by pipeline, ditch or canal water under existing water rights from French Creek to real property owned by Grantee and more particularly described in Exhibit B hereto ("Grantee's Property").

The terms and conditions of said grant are as follows:

1. Grantee and Grantor shall share equally the responsibility for maintaining and repairing any water diversion works mutually used by both Grantor and Grantee to deliver water from French Creek to their respective properties.
2. Grantee shall have the right of ingress and egress upon Grantor's Property for the purpose of maintaining, repairing, and keeping any water diversion works serving Grantee's Property.

See attached Addendum no. 1

EXHIBIT

C

3. Grantee and Grantor have mutually agreed to change the point of diversion on French Creek serving Grantee's Property under existing water rights to a new location on Grantor's Property. Grantee and Grantor also have mutually agreed to replace and relocate the pipeline used for diverting and conveying such French Creek water to a new location on Grantor's Property. For the purpose of effectuating these diversion work changes, Grantor shall allow Grantee to place and use up to a ten (10) inch diameter pipeline above ground on Grantor's Property at the mutually agreed upon location. At Grantee's option, Grantee shall be allowed to bury said pipeline at the new location. Grantee shall be responsible for the cost of relocating the diversion works as specified herein and the cost for burying the pipe.

4. The easement described in this instrument is to and shall run with the land, and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Any provision of this Grant of Easement which a court of law finds to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Grant of Easement invalid, illegal or unenforceable.

10114

IN WITNESS WHEREOF, Grantors executed this instrument at
Boise, Idaho, on the 11 day of March, 1994.

GRANTORS

HERMAN W. PLEUS AND EMMA LEE PLEUS
FAMILY TRUST

By: Herman W. Pleus
Herman W. Pleus, Trustee

By: Emma Lee Pleus
Emma Lee Pleus, Trustee

STATE OF IDAHO)
COUNTY OF Custer) ss.

I, Sandra K. Hest, a notary public, do hereby
certify that on this 11th day of March, 1994,
personally appeared before me HERMAN W. PLEUS and EMMA LEE PLEUS,
who, being by me first duly sworn, declared that they are the
Trustees of the HERMAN W. PLEUS AND EMMA LEE PLEUS FAMILY TRUST,
that they signed the foregoing document as Trustees of the
HERMAN W. PLEUS AND EMMA LEE PLEUS FAMILY TRUST, and that the
statements therein contained are true.

(Notarial Seal)

Sandra K. Hest
Notary Public for Idaho
Residing at: Ch. 24, ID 83116
My Commission Expires: 11/15/95

8206064

Custer County Reg. of
Custer County
Title

4:45P

3-23-94

Wanda J. Murphy
Deputy

1:30^{PM}

EXHIBIT

A

Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho.

SECTION 28: That part of the NW 1/4 SW 1/4 of said Section 28 described as: Beginning at the Quarter Corner between said Section 28 and Section 29; thence North 89°58' East, 852.0 feet to the Smith-Leigh line fence, thence South 80°25' West, 852.7 feet to Section line between said Sections; thence North 0°03' West, 140 feet to Quarter Corner between said Sections, the **PLACE OF BEGINNING**. That part of Lot 2 South of State Highway 75 (formerly U.S. 93).

ALSO:

A fraction of the Northwest Quarter Southwest Quarter (NW 1/4 SW 1/4), Section 28, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, described as: Beginning at the West Quarter corner of said Section 28; thence South 0°03' East, along the West boundary of said Section 28, 140 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 0°03' East, along said West boundary line 253.26 feet; thence North 73°06'09" East, 735 feet, more or less, to a point on the Westerly boundary line of the land described in the Deed to Leonard Bradshaw, et ux, recorded January 14, 1972, as Instrument No. 132901, records of Custer County, Idaho; thence North 23°30' West along the Westerly boundary line of said Bradshaw land 150 feet, more or less, to the most Northerly corner thereof; thence South 80 degrees 25' West, 640 feet, more or less, to the **TRUE POINT OF BEGINNING**.

SECTION 29: NE 1/4 SE 1/4, and that part of Lots 9 and 10 South of State Highway 75 (formerly U.S. 92).

EXCEPTING THEREFROM:

A fraction of Lot 2, Section 28, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, described as :

Commencing at the West quarter corner of said Section 28, thence North 89°58' East along the Northerly boundary of the Northwest 1/4, Southwest 1/4, Section 28, 841.0 feet to a point on the North right-of-way line of U.S. Highway 75, thence Southeast along said right-of-way 11.9 feet to the point of beginning; said point being the southwest corner of the land described in the deed to Dana Hurless, recorded March 16, 1987, as Instrument No. 157631, records of Custer County, Idaho; thence northwesterly along said Hurless land, North 23°49' East, 332 feet to a corner point of the land described in the deed to Donald C. Wilkie, recorded April 20, 1987 as Instrument No. 185702, records of Custer County, Idaho; thence North 66°11' West along said Wilkie land, 137.0 feet to the Southwest corner of said Wilkie land; thence South 23°49' West, 337.00 feet, more or less to a point on the northerly right-of-way line of U.S. Highway 75; thence South 68°11' East, 137.0 feet, more or less to the Point of Beginning.

ALSO FURTHER EXCEPTING THEREFROM:

A parcel of land located in U.S. Government Lot 9, Section 29, T. 11 N., R. 17 E., B.M., Custer County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 29, a distance of 1221.90 feet on a bearing of South 0°04'31" West along the center of section line to the meander line of the south bank of the Salmon River and the REAL POINT OF BEGINNING.

Thence South 0°04'31" West 119.37 feet to a point on the northerly right-of-way of U.S. Highway No. 75;

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Thence South $68^{\circ}49'59''$ East 500.00 feet along said right-of-way;

Thence North $0^{\circ}04'31''$ East 254.84 feet to the meander line of the Salmon River;

Thence North $84^{\circ}28'48''$ West 468.62 feet along said meander line to the REAL POINT OF BEGINNING, said parcel contains 2.004 acres.

Together with all building, improvements, fixtures, electrical and plumbing services and other property used in connection with said real property together with all water and water rights however evidenced including permits and licenses and all other appurtenances, tenements, hereditaments thereunto belonging.

EXHIBIT

B

DESCRIPTION:

TOWNSHIP 11 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

SECTION 28:

A fraction of Lot 2 lying West of the Smith-Leigh line fence described as follows:

Beginning at the one-quarter corner between Section 28 and Section 29, Township 11 North, Range 17 East, Boise Meridian; thence North 09°58' East, 852 feet to the Smith-Leigh line fence; thence North 23°49' East, 332 feet along line fence to off-set; thence North 66°11' West, 137 feet along fence to fence corner; thence North 23°49' East, 83 feet to the South bank of the Salmon River; thence North 48°58' West, 1183 feet along the South bank of the Salmon River to meander corner between said Section 28 and Section 29; thence South 03' East, 1210.4 feet to the one-quarter corner between Section 28 and Section 29, the place of beginning. EXCEPTING THEREFROM any portion lying South of U.S. Highway 75 and also EXCEPTING THEREFROM a fraction of Lot 2, Section 28, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the West quarter corner of said Section 28, thence North 89°58' East, along the Northerly boundary of the NW1/4SW1/4, Section 28, 841.0 feet to a point on the North right of way line of U.S. Highway 75, thence Southeast along said right of way 11.9 feet to the point of beginning; said point being the Southwest corner of the land described in the Deed to Dana Hurless, recorded March 16, 1987, as instrument No. 157631, records of Custer County, Idaho; thence Northwesterly along said Hurless land, North 23°49' East, 332 feet to a corner point of the land described in the Deed to Donald C. Wilkie, recorded April 20, 1987, as instrument No. 185702, records of Custer County, Idaho; thence North 66°11' West along said Wilkie land, 137.0 feet to the Southwest corner of said Wilkie land; thence South 23°49' West, 337.0 feet, more or less, to a point on the Northerly right of way line of U.S. Highway 75; thence South 68°11' East, 137.0 feet, more or less, to the Point of Beginning.

SECTION 29:

Lots 9 and 10, EXCEPTING THEREFROM any portion lying South of U.S. Highway 75, and also EXCEPTING THEREFROM a parcel of land North of State Highway No. 75, located in Lot 9, Section 29, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 29, a distance of 1221.90 feet on a bearing of South 0°04'31" West, along the center of Section line to the meander line of the South bank of the Salmon River and the Real Point of Beginning. thence South 0°04'31" West, 119.37 feet, more or less to a point on the Northerly right of way of U.S. Highway No. 75; thence South 68°49'59" East, 500 feet along said right of way; thence North 0°04'31" East, 254.84 feet, more or less, to the meander line of the Salmon River; thence North 84°20'48" West, 468.62 feet along said meander line to the Real Point of Beginning. EXCEPTING THEREFROM any land lying South of U.S. Highway No. 75.