

Clear Lake Corporation (CLC) - 49% (0.74)

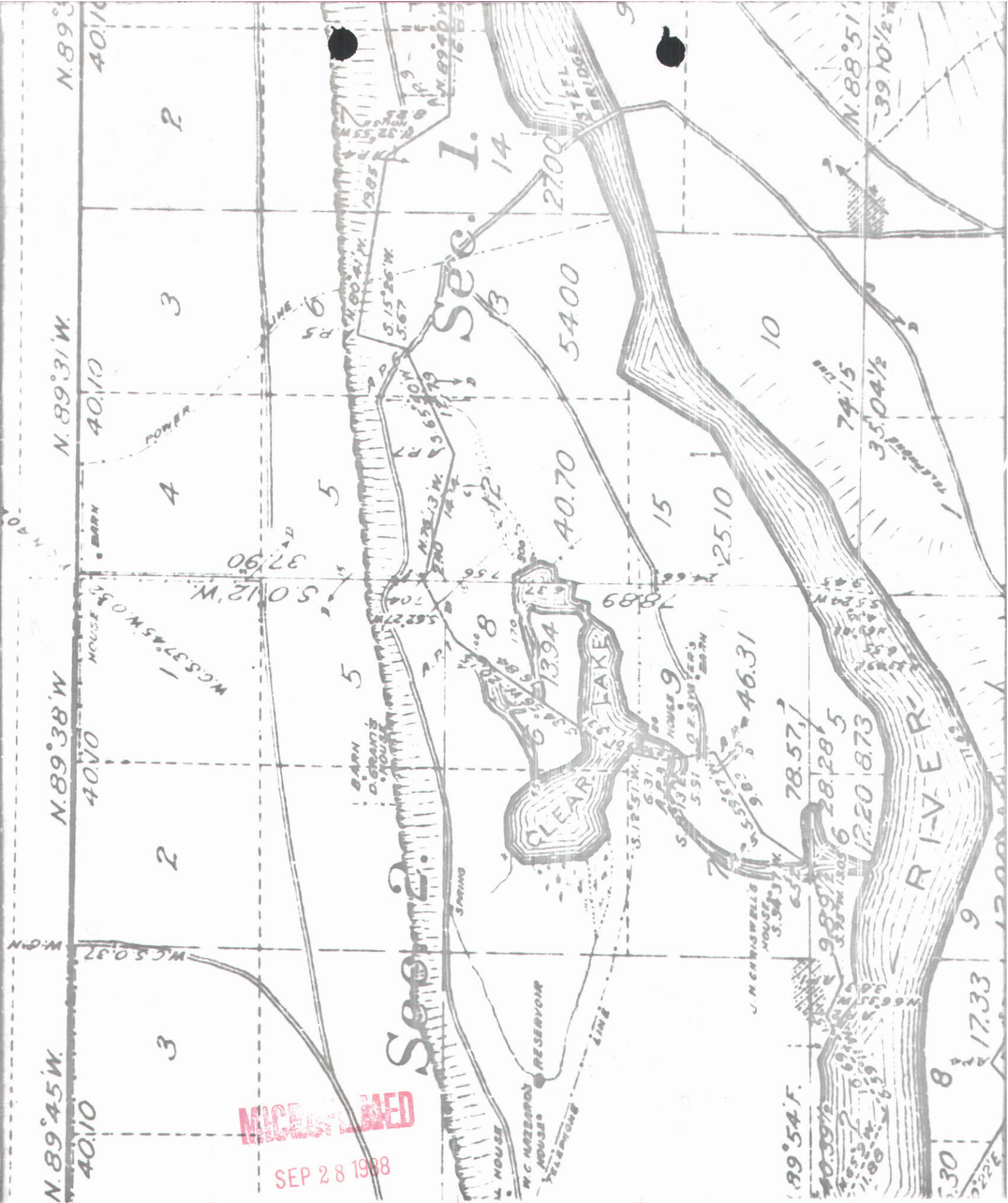
36-8329 - 1.5 CFS = C/D/F

T. 8 S.

T. 9 S.

40'

MICROFILMED
MAY 21 2003



AFFIDAVIT of PUBLICATION

RECEIVED

AUG 20 1987

State of Idaho,)
) SS.
County of Gooding)

Department of Water Resources
Southern Region Office

S.P. McMULLEN
PUBLISHER

_____, being first duly sworn,
deposes and says that he is the printer (publisher) of the Gooding
County Leader, a newspaper published every week in Gooding, County
of Gooding, State of Idaho, that said newspaper has been continuous-
ly and uninterruptedly published for a period of seventy-eight consecu-
tive weeks prior to the first publication of the annexed notice, and is
a newspaper qualified to publish legal notices as provided by act of
the 1919 session of the legislature of the State of Idaho, known as
House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper
proper and not in a supplement; that the date of the first publication
of said advertisement was on the 12 day of Aug
19 87, and the date of the last publication was on the 19
day of Aug, 19 87.

S.P. McMullen

Subscribed and sworn to before me this 19th
day of Aug, 19 87.
(SEAL)

Laurene M. Perme
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 27
Number of Insertions 2

Lines tabular at _____ 5¢/Pica
27 Lines straight at 14.04 4¢/Pica
27 Subsequent lines at 10.53 3¢/Pica
TOTAL COST 24.57

COPY OF NOTICE (Paste Here)

Water Permit
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Idaho Dept of Water
2148 4th Ave E.
Twin Falls, ID 83301

BILL TO

OK
MB
8/20/87

NOTICE OF APPLICATION FOR WATER PERMIT

The following application has been filed
to appropriate the public waters of the
State of Idaho:

36-8329

CLEAR LAKE RANCH, INC., c/o David
Brush, 423 Idaho Street, Gooding, ID
83330

SOURCE: Springs trib. to Clear Lake
Diversion Pt: Lot 5, Sec. 2, T9S, R14E,
Gooding County; 6 miles North and 1 1/4
miles West of Buhl.

Use: Domestic (0.70 CFS)

Commercial: (0.20 CFS)

Fire Protection: (1.50 CFS)

Date Filed: June 2, 1987

In: Lot 5 (SWNW), Lot 6 (SENE), Lot 13;
(NESW), Lot 12 (NWSW), Lot 15 (SWSW),
Sec. 1; Lot 8 (NESE), Lot 9 (SESE), Sec. 2,
T9S, R14E.

The permit will be subject to all prior
water rights. Protests must be filed with
the Director, Dept. of Water Resources,
Southern Region, 2148 Fourth Avenue
East, Twin Falls, Idaho 83301 on or before
August 31, 1987.

Kenneth Dunn, Director
269018 - G8-12-2tc

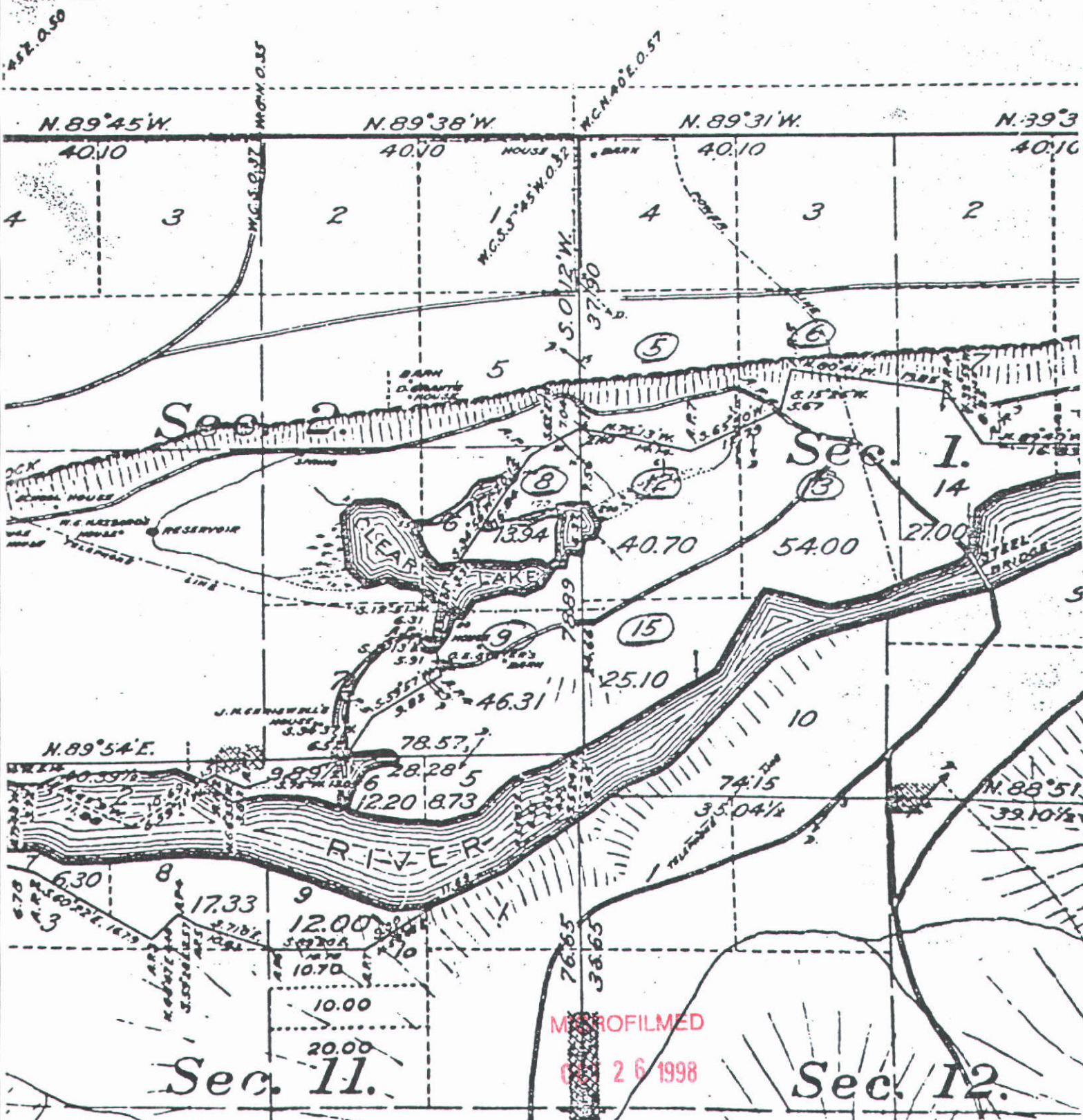
SEP 28 1988

No

401

1/4 Inch.

Placer mining has been done along the river
various places in nearly every



11/99

ED 16 J013

For Office Use Only
\$25 filing fee
Receipt # 5026130
Date 9-22-03

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT
To change the ownership of a permit

RECEIVED

SEP 22 2003

I, L & M, INC. by: _____, hereby assign to CLEAR LAKE RANCH P.U. SOUTHERN REGION ASSOCIATION, INC.
of, 307 Clear Lake Lane, Buhl, ID 83316 (Full Address) (208) 543-4859 (Phone)

All my right, title, and interest in and to Permit No. _____ to
appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to for
Permit No. 35-0229 to appropriate the public waters of the State of Idaho.
(Describe portion of the application for permit assigned, listing the number of acres in each 40 acre
subdivision, point of diversion location, and amount of the water in cubic feet per second.)

51% or 0.76 cfs. POD and POU described on right attached

Made this 6th day of August, 2003.

Permit Holder(s)

L & M, INC.

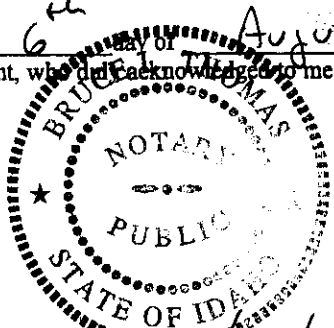
by: *Jon Mellen*

State of Idaho)

County of Ada)ss

On this 6th day of August, 2003, personally appeared before me the signer(s) of the above
instrument, who did acknowledge to me that he (she) (they) executed the same.

SEAL



Bruce L. Thomas
Notary Public residing at

Boise, ID

My commission expires: 10/24/06

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SEP 27 2003

RECEIVED

SEP 2 6 2003

Department of Water Resources

RECEIVED

SEP 22 2003

Department of Water Resources
Southern Region

**CORPORATE SECRETARY CERTIFICATE
OF
L & M INC.
CORPORATE RESOLUTION**

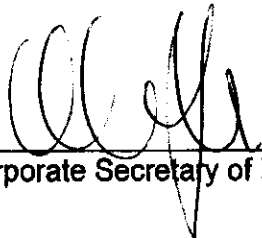
The undersigned duly elected and acting secretary of L & M, Inc. hereby certifies that the following is an extract of a duly adopted resolution of the Board of Directors of the Corporation previously passed and in full force and effect.

RESOLVED, That this corporation pursuant to settlement agreement dated December 4, 2002, transfer water rights to Clear Lake Ranch P.U.D. Master Association as agreed to under 3b page 5 of said agreement and to enter into such further agreements as deemed necessary to complete the water rights transfer.

RESOLVED FURTHER that Jon Mellen as President and/or Don Herin as secretary are hereby empowered and authorized to execute any and all documents, agreements and instructions required to consummate the transfer.

FURTHER RESOLVED, the corporation hereby ratifies and confirms all that its officers shall lawfully do in these presents and agrees to indemnify and hold them harmless from their actions there under.

IN WITNESS WHEREOF, the undersigned secretary of L & M Inc. hereby certifies to the foregoing corporate resolution.



Corporate Secretary of L & M Inc.

Date:

9/11/03

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SEP 22 2003

RECEIVED

MAY 22 2003

For Office Use Only
\$25.00 Filing Fee 80
Receipt # 5025852
Date 5-20-03

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

RECEIVED

MAY 19 2003

Department of Water Resources
Southern Region

ASSIGNMENT OF PERMIT

To change the ownership of Permit

I, CLEAR LAKE CORPORATION by: David Brush, President, hereby assign to

CLEAR LAKE RANCH P.U.D. MASTER ASSOCIATION, INC. of 307 Clear Lake Lane, Buhl ID 83316,

(208) 543-4859.

All my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Application for Permit No. 36-8329 to appropriate the public waters of the State of Idaho.

(Describe portion of the permit assigned, listing the number of acres in each 40-acre subdivision, point of diversion location, and amount of the water in cubic feet per second.)

49% or 0.74 cfs. POD and POU described on right attached

Made this 14 day of May, 2003.

David Brush
Permit Holder(s) CLEAR LAKE CORPORATION
by: DAVID BRUSH, President

State of Idaho)
County of GOODING)ss

On this 14 day of MAY, 2003, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

SEAL

MICROFILMED

Marie J. Brush
Notary Public
Residing at: Buhl, Idaho
My Commission Expires: 10/10/06

Place of Use Legal Description: COMMERCIAL GOODING County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
09S	14E	1	5	SWNW		6	SENW							
			13	NESW		12	NWSW		15	SWSW				
		2	8	NESE		9	SESE							

Place of Use Legal Description: DOMESTIC same as COMMERCIAL

Place of Use Legal Description: FIRE PROTECTION same as COMMERCIAL

Conditions of Approval:

1. 004 The issuance of this right does not grant any right-of-way or easement across the land of another.
2. 01F The right holder shall either install a measuring device or a flow measurement port or provide a certified measurement or computation of flow based upon system design to be prepared by a professional engineer.
3. 026 Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
4. 032 Consumptive use of water under this right shall not exceed 2.0 acre feet per day.
5. 09E Water used under this right when discharged into a natural channel or subsurface system shall meet Idaho Water Quality Standards.

Dates:

Proof Due Date: 08/08/2001
Proof Made Date: 07/31/2001
Approved Date: 08/03/1988
Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Application Received Date: 06/02/1987
Protest Deadline Date:
Number of Protests: 0
Field Exam Date:
Date Sent to State Off:
Date Received at State Off:

Other Information:

State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

MICROFILMED

APR 21 2003

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report

05/08/2003

● WATER RIGHT NO. 36-8329

{ Clear Lake Corporation (CLC) - 49% (0.74)
L & M, Inc. ----- 51% (0.76)

Owner Type Name and Address
Current Owner L & M INC
307 CLEAR LAKE LN
BUHL, ID 83316
(208)543-4859

Current Owner CLEAR LAKE RANCH INC
C/O DAVID BRUSH
307 CLEAR LAKE LN
BUHL, ID 83316
(208)543-4859

Priority Date: 06/02/1987
Status: Active

Source Tributary
SPRINGS CLEAR LAKE

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
COMMERCIAL	1/01	12/31	0.2 CFS	
DOMESTIC	1/01	12/31	0.7 CFS	
FIRE PROTECTION	1/01	12/31	1.5 CFS	
Total Diversion			1.5 CFS	

Location of Point(s) of Diversion:

SPRINGS SENE Lt 5 Sec. 02 Township 09S Range 14E GOODING County

Place(s) of use:

MICROFILMED
MAY 21 2003

Clear Lake Corporation (CLC) - 49% (0.74)

36-8329 - 1.5 CFS = C/D/F

T. 8 S.

R. 15 E.

40'

MICROFILMED

2002

**CORPORATE SECRETARY CERTIFICATE
OF
CLEAR LAKE CORPORATION
CORPORATE RESOLUTION**

The undersigned duly elected and acting secretary of Clear Lake Corporation hereby certifies that the following is an extract of a duly adopted resolution of the Board of Directors of the Corporation previously passed and in full force and effect.

RESOLVED, That this corporation pursuant to settlement agreement dated December 4, 2002, transfer water rights to Clear Lake Ranch P.U.D. Master Association as agreed to under 3b page 5 of said agreement and to enter into such further agreements as deemed necessary to complete the water rights transfer.

RESOLVED FURTHER that David Brush as president and/or Nancy McCormick as secretary are hereby empowered and authorized to execute any and all documents, agreements and instructions required to consummate the transfer.

FURTHER RESOLVED, the corporation hereby ratifies and confirms all that such officers shall lawfully do in these presents and agrees to indemnify and hold them harmless from their actions there under.

IN WITNESS WHEREOF, the undersigned secretary of Clear Lake Corporation hereby certifies to the foregoing corporate resolution.

Mrs. Nancy L. McCormick
Corporate Secretary of Clear Lake Corporation

Date: May 13, 2003

MICROFILMED
MAY 21 2003

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made and entered into this 4th day of December, 2002, by and among CLEAR LAKE CORPORATION, an Idaho corporation, ("CLC"); L & M, Inc., an Idaho corporation, ("L&M"); and CLEAR LAKE RANCH P.U.D. MASTER ASSOCIATION, INC., an Idaho corporation, ("Homeowners").

WITNESSETH:

WHEREAS, on or about July 23, 1991, L&M and CLC entered into a Joint Venture Agreement creating the Snake River Canyon at Clear Lake Development Joint Venture ("Joint Venture"); and

WHEREAS, The Joint Venture was organized to operate and develop certain real property located in Gooding County, Idaho ("Subject Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property was developed and subdivided into residential lots; and

WHEREAS, said lots were conveyed to individual owners, with the exception of the following:

1. Lot 1 and Lot 2, Block 1, Clear Lakes Ranch P.U.D., Phase I, according to the official plat thereof recorded as Instrument No. 135764, records of Gooding County, Idaho; and Lot 47 and Lot 53, Block 4; Lot 42A and Lot 42B, Block 6; Lot 55, Block 8; Lot 62A, Lot 62B, Lot 63A, Lot 63B, Lot 64A, Lot 64B, Lot 65A, and Lot 65B, all in Block 10; Lot 66A, Lot 66B, Lot 67A, Lot 67B, Lot 68A, Lot 68B, Lot 69A and Lot 69B all in Block 11 all located in Clear Lakes Ranch P.U.D., Phase II, according to the official plat thereof recorded as Instrument No. 154252, records of Gooding County, Idaho, which are owned by L&M and CLC as Tenants in Common.

The lots identified in this paragraph 1 are collectively known herein as "CLC Lots".

2. Lot 25A, Lot 25B, Lot 26A, Lot 26B, Lot 27A, Lot 27B, Lot 28A, Lot 28B, Lot 29A, Lot 29B, Lot 30A, Lot 30B, Lot 31A, Lot 31B, Lot 32A, Lot 32B, Lot 34, Lot 35, Lot 36, Lot 37, and Lot 39 all in Block 1; Lot 48, Lot 49, and Lot 50 all in Block 4; Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, and Lot 61 all in Block 8 all located in Clear Lakes Ranch P.U.D., Phase II, according to the official plat thereof recorded as Instrument No. 154252, records of Gooding County, Idaho, which are owned by L&M and CLC as Tenants in Common.

The lots identified in this paragraph 2 are collectively known herein as "L&M Lots".

WHEREAS, the Subject Property also includes six parcels of undeveloped property commonly referred to as the 70 Acre Tract ("70 Acre Tract"), the Clear Lake LLC Tract ("Clear Lake LLC Tract"), the Lake Tract ("Lake Tract"), the Road Tract ("Road Tract"), PUD Phase 2 Parcel ("PUD Phase 2 Parcel"), and River Bank Tract ("River Bank Tract"), which are more particularly described in Exhibits "B" through "G", respectively, true and correct copies of which are attached hereto and incorporated herein by this reference; and

WHEREAS, the Homeowners was organized as a homeowner's association for the management of the affairs of the Homeowners; and

WHEREAS, the Joint Venture is obligated to complete certain subdivision infrastructure improvements of the Subject Property ("Remaining Joint Venture Obligations"), which include, but are not necessarily limited to, the following:

1. Back Gate - Pillar rockwork on each side of gate; indirect lighting; control panel and electrical update; cedar fence.
2. Pump house sprinkler system - extend sprinkler system to include heads to water all pump house grass.
3. Landscape drain field common ground - Lids to replace makeshift iron plates over sewer system tanks; sprinkler system controls, heads, and grass seed.
4. Engineering and legal to finish Phase 3 plat and deeding.
5. Landscape #4 common ground - Blocks to define boundary line next to golf paths; dirt fill; sprinkler system controls, heads and grass seed.
6. Trail paths - Finish trail path system along fairways #5 and #6, including bridge over ditch.
7. Front Gate - Payment to Homeowners for amount owed on front gate on or before June 30, 2003.

WHEREAS, certain disputes and/or disagreements arose between the parties concerning the operation and development of the Subject Property and, as a result, L&M initiated a lawsuit against CLC in the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, entitled L&M, Inc., an Idaho corporation v. Clear Lake Corporation, an Idaho corporation, as Case No. CV-01-2523, which was subsequently transferred to Gooding County as Case No. CV-01-613. In response, Counterclaims and Cross-Claims were filed by CLC and Homeowners. L&M's original lawsuit and CLC's and Homeowners' Counterclaims and Cross-Claims are collectively referred to herein as "Claims"; and

WHEREAS, CLC, L&M and Homeowners desire to resolve the Claims on the terms and conditions hereinafter set forth, and terminate, wind up and dissolve the Joint Venture; and

WHEREAS, the parties further desire to give a complete release to the others of any and all disputes or differences which they have with the other in any way

arising out of or in connection with the Claims or the Joint Venture, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of their mutual promises and their forbearance from further pursuing the Claims or otherwise seeking to enforce any respective claims, the parties hereto agree, for themselves their successors and assigns, as follows:

1. RELEASE. For and in consideration for the mutual promises and covenants hereafter described, and excepting all parties are subject to the Covenants, Conditions and Restrictions of Clear Lake P.U.D. recorded August 1, 1989 as Instrument No. 137491, records of Gooding County, Idaho, and any amendments thereto, each of the parties hereto release and fully, absolutely and forever discharge the others, individually and collectively, and their respective members, shareholders, officers, directors, partners, agents, employees, representatives, successors, insurers, indemnitors and assigns, and any person or persons acting for, by or through them and any other person, corporation or entity liable or who might be claimed to be liable, of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, bonds, guarantees, warranties, costs, expenses, losses, liens, action and causes of action of each and every kind, nature and description, whether now known or unknown, suspected or unsuspected, which any of them might have, own or hold, or at any time heretofore ever had, owned or held, or could hereafter have, own or hold, based upon, related to or by reason of any contract (express, implied in fact or implied in law), defect (latent or patent), lien (mechanics or otherwise), stock notice, order, judgment, liability, matter, cause, fact, thing, act or omission (negligent or otherwise), occurring or existing now or at any time prior to the effective date hereof, whether or not relating to the Claims, Joint Venture or Subject Property. With the execution of this release, the parties agree that the above-described Claims against the parties shall be dismissed with prejudice, each party to bear their respective costs and attorneys' fees associated therewith.

2. CLC/L&M COVENANTS. The mutual promises and covenants between CLC and L&M shall include the following:

a. Joint Venture Dissolution. CLC and L&M understand and agree that by this Agreement, they are dissolving, winding up and terminating the Joint Venture. Further, as a result of said dissolution, winding up and termination of the Joint Venture, it will be necessary to prepare and file a final tax return on behalf of the Joint Venture. CLC and L&M agree that Chris Goode of Gunther, Tondrick & Goode, Chtd., and Steve France of Jones, Spackman, Basterrechea & France, Chtd., shall confer and agree on preparation of the Joint Venture final tax return. Steve France and Chris Goode shall both decide and agree which party will prepare the final tax return. L&M will be responsible for Chris Goode's billing and CLC will be responsible for Steve France's billing.

b. Contribution Equalization. To facilitate said dissolution, winding up and termination of the Joint Venture and in order to equalize contributions to the Joint Venture by CLC and L&M, the parties agree as follows:

i. On or before November __, 2002, L&M shall convey all of its right, title and interest in the Lake Tract, the Road Tract, the PUD Phase 2 Parcel, the River Bank Tract, and CLC Lots to CLC, free and clear of all liens and encumbrances, with the exception of taxes, assessments, reservations and easements which are of record or apparent.

ii. On or before November __, 2002, CLC shall convey all of its right, title and interest in and to the 70 Acre Tract, the Clear Lake LLC Tract and L&M Lots to L&M free and clear of all liens and encumbrances, with the exception of taxes, assessments, reservations and easements which are of record or apparent.

iii. CLC and L&M understand and agree that pursuant to paragraphs 2(b)(i) and 2(b)(ii), above, CLC is conveying its interest in the 70 Acre Tract, the Clear Lake LLC Tract and the L&M Lots to L&M and L&M in conveying its interest in the Lake Tract, the Road Tract, the PUD Phase 2 Parcel, the River Bank Tract, and the CLC Lots to CLC and that said real property is subject to certain real property taxes and assessments which are delinquent, due and payable and/or will be due and payable in the future. As a result, CLC agrees that it shall be responsible for payment of any and all real property taxes and assessments associated with the Lake Tract, the Road Tract, the PUD Phase 2 Parcel, the River Bank Tract, and the CLC Lots and covenants and agrees to indemnify and hold L&M harmless from said real property taxes and assessments. Conversely, L&M agrees that it shall be responsible for payment of any and all real property taxes and assessments associated with the 70 Acre Tract, the Clear Lake LLC Tract, and the L&M Lots and covenants and agrees to indemnify and hold CLC harmless from said real property taxes and assessments.

(iv) L&M shall, on or before November __, 2002, execute a release of the Mortgage recorded in Gooding County on February 20, 1997, in favor of Western Bank, and subsequently assigned to L&M on November 20, 2000.

c. Country Club Memberships. The Joint Venture currently owns 46 memberships in the Clear Lake Country Club. As further consideration for this Agreement, CLC and L&M agree that the Joint Venture shall transfer 29 Clear Lakes Country Club memberships to L&M (Certificate Nos. 472-500) and 17 Clear Lakes Country Club memberships to CLC (Certificate Nos. 455-471).

d. Backhoe. The Joint Venture is the owner of a certain Case backhoe, Model No. 580C, Serial No. 8988480, which the parties agree shall be transferred, pursuant to a Bill of Sale, to CLC.

3. CLC/L&M/HOMEOWNERS COVENANTS. The mutual promises and covenants between CLC, L&M and Homeowners include the following:

a. Common Area. CLC and L&M agree to quitclaim to Homeowners, the Common Area in Clear Lakes Ranch P.U.D., Phase I, according to the official plat thereof recorded as Instrument No. 135764, records of Gooding County, Idaho, and Clear Lakes Ranch P.U.D., Phase II, according to the official plat thereof recorded as Instrument No. 154252, records of Gooding County, as more particularly described in Exhibits "H" and "I" attached hereto and incorporated herein.

b. Water Rights. CLC and L&M agree to assign and transfer to the Homeowners all their right, title and interest it may have in and to Water Right No. 36-04148A and Water Permit No. 36-08329.

c. Homeowners' Legal Fees. Homeowners' legal fees relating to this Settlement Agreement and Mutual Release are payable to William L. Nungester in the approximate amount of \$3,000. L&M and CLC each agree to each pay one-half (1/2) of said Homeowners' legal fees.

d. Completion of Remaining Joint Venture Obligations. CLC, L&M and Homeowners agree that CLC will be solely responsible for completing the Remaining Joint Venture Obligations and CLC covenants and agrees, for itself, its successors and assigns, to hold harmless and defend L&M, its agents, employees and assigns from any and all claims for damages or causes of action made by any individual or entity related in any way to completion of the Remaining Joint Venture Obligations. The parties further agree that CLC shall complete said Remaining Joint Venture Obligations on or before December 31, 2003.

4. FULL AND FINAL SETTLEMENT. It is the intention of the parties that in executing this Agreement, it shall be effective as a full and final accord and satisfaction and release of each and every released matter as set forth herein. Further, the execution of this Agreement and the releases contained herein effect the settlement of all claims among the parties. Nothing contained herein shall be construed as an admission of any type of liability whatsoever by any party hereto or any other person.

5. REPRESENTATIVES. The parties represent and warrant to the other that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, corporation, trust or association whomsoever not a party herein, any released claim or matter as more particularly described in paragraph 1, above, or any part or portions thereof. Each of the parties shall indemnify and hold harmless the other from and against any claim, demand, debt, liability, account, reckoning, obligation, bond, guaranty, warranty, cost, expense, loss, lien, action or cause of action, including, but not limited to, the payment of attorney's fees and costs actually incurred in the lawsuit, whether or not litigation be commenced, or any fees and costs incurred, based on, in connection with or arising out of any such transfer or assignment, or purported or claimed assignment or transfer.

6. FURTHER DOCUMENTS. The parties agree to promptly execute such other and further documents as may be reasonably required by the other to carry out the provisions and intent of this Agreement.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding concerning the subject matter between the parties and supercedes and replaces all prior discussions. The parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning or relating to the subject matter hereof, to induce any party to execute this Agreement, and acknowledges that no party shall execute this instrument in reliance on any such promise, representation or warranty not contained herein. This instrument may be amended only by an agreement in writing signed by the parties to be charged therewith, and no provision of this Agreement may be waived or modified, except by an instrument in writing signed by the parties.

8. REPRESENTATION. The parties acknowledge that they have been represented by, and consulted with, independent legal counsel of their own choice throughout all negotiations that preceded execution of this Agreement, and that they have executed this Agreement after consulting with such legal counsel. The parties acknowledge that they are not relying on any representation, statement, or warranty of any other party, or their counsel or representative, as to the effect or intent of this Agreement or any provision thereof.

9. SUCCESSORS. The mutual general releases contained herein shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties.

10. ATTORNEY'S FEES. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorney's fees and costs on appeal.

11. COUNTERPARTS. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be deemed an original signature.

IN WITNESS WHEREOF, the parties have caused this Release Agreement to be executed on the day and year first above written.

CLEAR LAKE CORPORATION

L & M, INC.

By:

David Brush

Its: President

By:

Jon Meilen

Its:

6. FURTHER DOCUMENTS. The parties agree to promptly execute such other and further documents as may be reasonably required by the other to carry out the provisions and intent of this Agreement.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding concerning the subject matter between the parties and supercedes and replaces all prior discussions. The parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning or relating to the subject matter hereof, to induce any party to execute this Agreement, and acknowledges that no party shall execute this instrument in reliance on any such promise, representation or warranty not contained herein. This instrument may be amended only by an agreement in writing signed by the parties to be charged therewith, and no provision of this Agreement may be waived or modified, except by an instrument in writing signed by the parties.

8. REPRESENTATION. The parties acknowledge that they have been represented by, and consulted with, independent legal counsel of their own choice throughout all negotiations that preceded execution of this Agreement, and that they have executed this Agreement after consulting with such legal counsel. The parties acknowledge that they are not relying on any representation, statement, or warranty of any other party, or their counsel or representative, as to the effect or intent of this Agreement or any provision thereof.

9. SUCCESSORS. The mutual general releases contained herein shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties.

10. ATTORNEY'S FEES. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorney's fees and costs on appeal.

11. COUNTERPARTS. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument. Facsimile signatures will be deemed an original signature.

IN WITNESS WHEREOF, the parties have caused this Release Agreement to be executed on the day and year first above written.

CLEAR LAKE CORPORATION

L & M, INC.

By: _____
David Brush
Its: President

By: 
Jon Mellen
Its: President

SETTLEMENT AGREEMENT AND MUTUAL RELEASE, Page 6

MICROFILMED

MAY 2 3 2001

QUITCLAIM DEED

For Value Received, CLEAR LAKE CORPORATION, an Idaho Corporation, and L & M CORPORATION, an Idaho corporation do hereby convey, release, remise and forever quit claim unto CLEAR LAKE RANCH P.U.D. MASTER ASSOCIATION, INC. whose address is: 307 Clear Lake Lane, Buhl, Idaho 83316, the following described premises, to-wit:

Blocks 2, 3, 5, 7 and 9 of Clear Lake Ranch, P.U.D. Subdivision,
Phase 2, Gooding County, Idaho

Under the terms of Phase 2 Supplement to the First Amendment of Master Declaration of Covenants, Conditions and Restrictions for Clear Lake Planned Unit Development dated October 1, 1993 and recorded with the Gooding County Recorder on October 1, 1993 as Instrument No. 154253, paragraph 2.2, Block 3 is designated as open space area and Blocks 2, 5, 7 and 9 are designated as common areas.

On the plat of Clear Lake Ranch P.U.D. Subdivision Phase 2, Gooding County, Idaho the following blocks are also designated as roads, to-wit:

Block 2 as Riverside Lane
Block 5 as Mollyote Trail
Block 9 as a portion of Clear Lake Lane and Block 7 provides access from Clear Lake Lane to the real property of Clear Lake Country Club tee box for the present number four and thirteen greens.

together with their appurtenances.

Dated: 24 January, 2002.

CLEAR LAKE CORPORATION

By David Brush
DAVID BRUSH, President

ATTEST:

Mrs. Nancy L. McGinnick
Nancy L. McGinnick Secretary

L & M CORPORATION

By Jon Mellen
Jon Mellen, President

ATTEST:

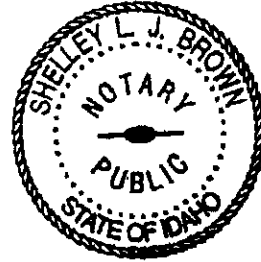
Donald M. Levin 1/23/02
Donald M. Levin Secretary

Instrument # 198968

GOODING, GOODING, IDAHO
2003-01-31 03:31:04 No. of Pages: 3
Recorded for: GOODING TITLE
HELEN EDWARDS Fee: 9.00
Ex-Officio Recorder Deputy Helen Edwards

MICROFILMED

1997 2 1 2001



STATE OF IDAHO)
 County of Twin Falls) ss.

On this 24 day of January, ²⁰⁰³~~2002~~, before me, a notary public in and for said county and state, personally appeared David Brush and Nancy McCormick known to me to be the President and Secretary of CLEAR LAKE CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

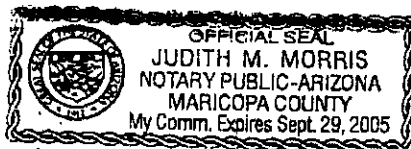
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Shelley L. Brown
 NOTARY PUBLIC FOR IDAHO
 Residing at: 2005 Broadway Ave, Bldg, 1
 My Commission Expires: 12/09/05

^{ARIZONA}
 STATE OF ~~IDAHO~~)
 County of MARICOPA) ss.

On this 6th day of JAN., ³~~2002~~, before me, a notary public in and for said county and state, personally appeared J. M. Mellen and _____ known to me to be the President and Secretary of L & M CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Judith M. Morris
 NOTARY PUBLIC FOR IDAHO - ARIZONA
 Residing at: 7600 E. Doubletree Blvd Rd
 My Commission Expires: 9-29-2005

WLN\ClearLake\Quitclaim2.wpd

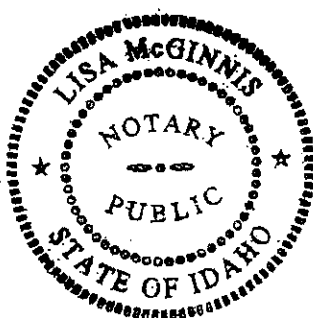
MICROFILMED

1997 2 2003

STATE OF IDAHO)
) ss.
County of Blaine)

On this 23 day of January, 2003, before me, a Notary Public for the State of Idaho, personally appeared DONALD M. LEVIN, known or identified to me, to be the Secretary of L&M Corporation and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 FOR IDAHO
Residing at Harley, ID
My commission expires 10/12/06

MICAC, L.L.C.

JAN 23 2003

QUITCLAIM DEED

For Value Received, CLEAR LAKE CORPORATION, an Idaho corporation, and L & M CORPORATION, an Idaho corporation, do hereby convey, release, remise and forever quit claim unto CLEAR LAKE RANCH P.U.D. MASTER ASSOCIATION, INC. whose address is: 307 Clear Lake Lane, Buhl, Idaho 83316, the following described premises, to-wit:

The following blocks located in Clear Lake Ranch, a planned unit development, Phase 1, Gooding County, Idaho

Block 3 - Private road access (portion of Clear Lake Lane and Riverside Drive)

Block 4 - Common area

Block 5 - Common area

Block 6 - Common area

Block 7 Lot 1 - Common area

Block 7 Lot 2 - Water storage facility

Block 8 - Common area

Block 9 - Common area

together with their appurtenances.

Dated: 24 January, 2002.

CLEAR LAKE CORPORATION

By David Brush
DAVID BRUSH, President

ATTEST:

Mrs. Nancy L. McCormick
Mrs. Nancy L. McCormick, Secretary

L & M CORPORATION

By Jon Mellen
Jon Mellen, President

ATTEST:

Donald M. Levin 1/23/02
Donald M. Levin, Secretary

Instrument # 198969

GOODING, GOODING, IDAHO

2003-01-31

03:32:21 No. of Pages: 3

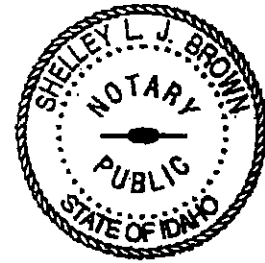
Recorded for : GOODING TITLE

HELEN EDWARDS

Fee: \$90

Ex-Officio Recorder Deputy

MICROFILMED



STATE OF IDAHO)
 County of TWIN FALLS) ss.

On this 24 day of January, 2003, before me, a notary public in and for said county and state, personally appeared David Brush and Nancy McCormick known to me to be the President and Secretary of CLEAR LAKE CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

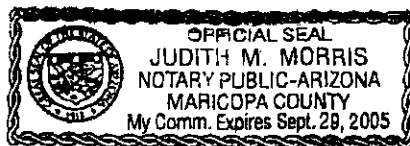
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Shelley L. Brown
 NOTARY PUBLIC FOR IDAHO
 Residing at: 2003 Broadway, Buhl, Id
 My Commission Expires: 12-09-03

STATE OF ^{ARIZONA} IDAHO)
 County of MARICOPA) ss.

On this 6th day of JAN, 2003, before me, a notary public in and for said county and state, personally appeared Jan Mellen and Jan Mellen, known to me to be the President and Secretary of L & M CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Judith M. Morris
 NOTARY PUBLIC FOR IDAHO ARIZONA
 Residing at: 7600 E. DOUGLASS RANCH Rd
 My Commission Expires: 9-29-2005

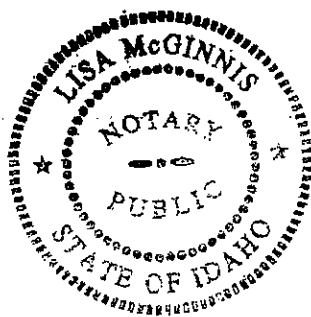
WLN\ClearLake\Quitclaim1.wpd

MICROFILMED

STATE OF IDAHO)
County of Chino) ss.

On this 23 day of January, 2003, before me, a Notary Public for the State of Idaho, personally appeared DONALD M. LEVIN, known or identified to me, to be the Secretary of L&M Corporation and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 FOR IDAHO

Residing at Hailey, ID
My commission expires 10/12/06

MICROFILMED

Form No.
6/00**RECEIVED** AUG 2 2001

FOR OFFICE USE ONLY

Amt. of Fee \$: 125
Receipt No. 5024347
Receipt By: JF
Date Received: 10-4-01**STATE OF IDAHO**
RECEIVED DEPARTMENT OF WATER RESOURCES

OCT 04 2001

PROOF OF BENEFICIAL USEDepartment of Water Resources
Southern Region

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 36-8329 Telephone No. 208/543-4859

2. Name of Permit Holder(s):

CLEAR LAKE CORPORATION/L. & M. INC.3. Mailing Address: J. EVAN ROBERTSON, PO BOX 1906,City TWIN FALLS State ID Zip 833034. Source of Water: SPRINGS If GROUNDWATER (well), Date Drilled: mo. _____ / yr. _____

Well Driller: _____ Drilling Permit Number: _____

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): SUBDV. Stockwater (No. and type of stock):Irrigation (No. of acres): _____ Other: DOMESTIC, COMMERCIAL, FIRE PROTECTION6. Total rate of diversion and/or volume for which proof is submitted: 1.50 cfs OR _____ acre-feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required?

Yes X or No _____

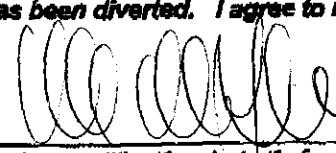
Has the measuring device been installed?

Yes X or No _____8. Fee Enclosed: \$ 125.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: J. EVAN ROBERTSON Telephone Number: 734-0700Address: PO BOX 1906 TWIN FALLS ID 83303

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: Date: 7/30/01(include your title, if on behalf of company or organization)
DON LEVIN, PARTNER, CLEAR LAKES CORPORATION

** TOTAL PAGE.03 **

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF PERMIT NO.)
36-08329 IN THE NAME OF CLEAR)
LAKE CORPORATION/L&M INC.)
_____)

PRELIMINARY ORDER

FINDINGS OF FACT

1. On August 3, 1988, the Department of Water Resources ("Department") issued Permit No. 36-08329 ("permit") authorizing the diversion of 1.5 cubic feet per second of water to be diverted from Springs tributary to Clear Lake to be used year-round for domestic, commercial and fire protection purposes. A condition of permit approval required the permit holder to submit proof of construction of works and application of water to beneficial use ("proof") on or before July 1, 1993 ("proof due date").
2. On June 17, 1993, the Department extended the proof due date to July 1, 1996, as authorized in section 42-204, subsection 5, Idaho Code.
3. On July 3, 1996, the Department granted a second extension of time in which to submit the proof to July 1, 1998. The extension was based upon provisions of section 42-204, subsection 1, Idaho Code.
4. On August 29, 1998, the Department granted a third extension of time in which to submit the proof to August 1, 2001. The extension was based upon provisions of section 42-204, subsection 1, Idaho Code.
5. On August 2, 2001, the permit holder submitted a fourth request for extension of time based on anticipated litigation among owners of the permit.

CONCLUSIONS OF LAW

1. Section 42-204(1), Idaho Code, provides as follows:

In cases where the applicant is prevented from proceeding with his work by his failure to obtain necessary consent or final approval or rejection from the federal government because of the pendency of an application for right of way or other matter within the jurisdiction of the United States, or by litigation of any nature which might bring his title to said water in question, the department of water resources upon proper showing of the existence of any such condition, and being convinced that said applicant is proceeding

diligently and in good faith, shall extend the time so that the amount of time lost by such delays shall be added to the time given in the original permit for each and every action required.

2. Section 42-204(5), Idaho Code, provides as follows:

In all other situations not governed by these provisions the department may grant one (1) extension of time, not exceeding five (5) years beyond the date originally set for completion of works and application of the water to full beneficial use, upon request for extension received on or before the date set for completion, provided good cause appears therefor.

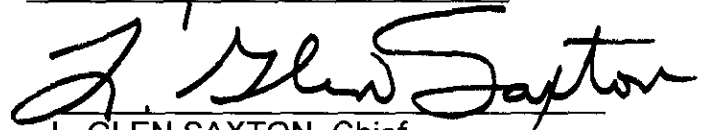
3. The Department is not authorized to grant an additional extension of time in which to submit proof of beneficial use based on anticipated litigation.

4. The Department should issue a Preliminary Order denying the extension request.

ORDER

IT IS THEREFORE HEREBY ORDERED that the Request for Extension of Time submitted on August 2, 2001 in the name of Clear Lakes Corporation/L&M Inc. is **DENIED.**

Dated this 25th day of September, 2001.



L. GLEN SAXTON, Chief
Water Allocation Bureau

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of September, 2001, the above and foregoing document was served upon the following by ~~facsimile and by~~ placing a copy of the same in the United States Mail, postage prepaid and properly addressed to the following:

Timothy J. Stover
Robertson Hepworth Slette Worst &
Stover PLLC
P. O. Box 1906
Twin Falls, ID 83303-1906



Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

ORDER - Pg 3

MICROFILMED

01 0 200

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 01 1998

REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 36-08329

Name(s) of Permit Holder: CLEAR LAKE CORPORATION/L & M, INC.

Mailing Address: c/o ROSHOLT, ROBERTSON & TUCKER P.O. Box 1906, Twin Falls 83303

Date Proof is Due: JULY 1, 1998 Telephone No. 208/734-0700

Describe what work has been completed toward the development of this water right:

(This must be filled out! If no work has been completed, show "none".)

PHASES 1 AND 2 HAVE BEEN COMPLETED. PHASE 1 WAS COMPLETED DURING THE INITIAL PERMIT
DEVELOPMENT PERIOD. PHASE 2 WAS COMPLETED DURING THE 3-YEAR EXTENSION PERIOD. PHASES 3
AND 4 HAVE NOT BEEN COMPLETED.

Costing \$ 350,000.00 *

* AN ADDITIONAL \$25,000 HAS BEEN SPENT ON ATTORNEY AND CONSULTANT FEES.

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

SEE ATTACHMENTS

Permit holder(s) request an extension to JULY 1, 2003.

FEE: \$50.00

David D. Brush

6-30-98

(Signature)* DAVID D. BRUSH, PRESIDENT, CLEAR LAKE CORPORATION

*If other than permit holder, Power of Attorney must be supplied.

MICROFILMED

ACTION OF THE DEPARTMENT OF WATER RESOURCES

JUL 26 1998

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to August 1, 2001.

Signed this 29th day of August, 1998.

J. Glen Saylor
Chief, Water Allocation Bureau

RECEIVED

JUN 26 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right. -

Permit No. 36-08329

Name(s) of Permit Holder: CLEAR LAKE CORPORATION/L & M, INC.

Mailing Address: c/o ROSHOLT, ROBERTSON & TUCKER PO BOX 1906 TWIN FALLS ID 83303-1906

Date Proof is Due: JULY 1, 1996 Telephone No. (208) 734-0700

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

PHASES 1 AND 2 HAVE BEEN COMPLETED. PHASE 1 WAS COMPLETED DURING THE INITIAL PERMIT
DEVELOPMENT PERIOD. PHASE 2 WAS COMPLETED DURING THE THREE-YEAR EXTENSION PERIOD.

PHASES 3 AND 4 HAVE NOT BEEN COMPLETED.

Costing \$ 350,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

SEE ATTACHMENTS

Permit holder(s) request an extension to JULY 1, 1998.

FEE: \$50.00

David D. Brush 6-24-96
(Signature)* DAVID D. BRUSH, PRESIDENT, CLEAR LAKE CORPORATION
*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to July 1, 1998.

Signed this 3rd day of July 1996

[Signature]
Chief, Water Allocation Bureau

AUG 07 1996

RECEIVED

JUN 15 1993

RECEIVED

JUN 16 1993

For Office Use Only
\$15 Fee Received by OK
Date 6/15/93
Receipt No. 3015878

Department of Water Resources
Southern Region Office

STATE OF IDAHO

Department of Water Resources

DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-8329

Name(s) of Permit Holder: Clear Lake Corporation (49%) f.k.a. Clear Lake Ranch, Inc.
L & M, Inc. (51%)

Mailing Address: Clear Lake Corporation 307 Clear Lake Lane, Buhl, Idaho 83316
L & M, Inc. Route 1, Box 2015, Fairfield, Idaho 83327

Date Proof is Due July 1, 1993 Clear Lake Corp 543-4859
Telephone No. L & M Inc. 764-2365

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

Diverting works, pumping station, and Phase 1 line extensions (24 lots) completed October
1989. Phase 2 (45 lots) line extensions and pumping station additions 95% complete as of
June 15, 1993. PHASE 3 AND 4 HAVE NOT BEGUN. D.B. TOTAL
PROJECT APPROXIMATELY 50% COMPLETE. D.B. Costing \$ 255,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

This project (The Clear Lake Ranch P.U.D.) is and has proceeded with prudent diligence, and
has achieved steady progress. The magnitude of the project, environmental sensitivities,
regional economics, and proper planning have consumed more time than initially approved.
A portion of the water subject to this permit has been applied to beneficial use.

Permit holder(s) request an extension to July 1, 19 98.

FEE: \$15.00

David D. Brush 6-15-93

(Signature)* David D. Brush Pres. Clear Lake Corporation 06-15-93
*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED
and the time within which to submit proof of beneficial use is
extended to July 1, 1996.

Signed this 17th day June, 19 93

J. Glen Supton
Chief, Water Allocation Bureau
JUN 30 1993



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

/ Water Resources
July 30, 91

DATE OF CLOSING: July 23, 1991

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s) _____
Assigned by IDWR: 36-08329
- [] Name and Address of Former Owner/Claimant(s)(Seller): Clear Lake Corporation
292 Clear Lake Lane
Buhl, ID 83316
- [] New Owner/Claimant (Purchaser): 51% interest to L & M, INC.
- [] New Mailing Address: Route 1, Box 2015
Fairfield, ID 83327
- [] New Telephone Number: (208) 764-2365
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- [] Attach proof of ownership, describe proof attached: Warranty Deed Note: A 51% interest was transferred
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- [] Signature of New Owner/Claimant(s) Jon Mellen Date 7-23-91
By: Jon Mellen, President of L&M, Inc. Date _____
- [] Signature of Former Owner/Claimant(s) David Brush Date 7-23-91
By: David Brush, President of Clear Lake Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

RECORDED

NOV 15 1991

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

WARRANTY DEED

CLEAR LAKE RANCH, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at Buhl of the County of Twin Falls, State of Idaho, grantor, hereby CONVEYS, GRANTS and WARRANTS TO L & M, Inc., an Idaho corporation, grantee, of Fairfield, Idaho for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States of America, to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged by Grantor, an undivided 51% interest as a tenant in common of the following-described real property, situate in the County of Gooding, State of Idaho, as more particularly described on Exhibit "A" to this Warranty Deed, which Exhibit is incorporated herein by reference as if set forth in full. DP
GMA
AM

TOGETHER with all and singular the water rights, minerals, geothermal rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the said premises with their appurtenances unto the said Grantee, their heirs and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises and that they are free from all encumbrances except as to current year taxes, any easements and restrictions of record. Grantor further covenants and agrees that it will warrant and defend the same from all lawful claims whatsoever.

It is the intent of this Warranty Deed that Grantor and Grantee shall be tenants in common of an undivided interest in the real property, with Grantor having an undivided 49% interest and Grantee, by this Deed, receiving an undivided 51% interest in the real property set forth in Exhibit "A".

The officers of the Grantor corporation who sign this Deed hereby certify that this Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor corporation at a lawful meeting duly held and attended by a quorum.

THE ADDRESS OF THE GRANTEE IS: Route 1, Box 2015,
FAIRFIELD, IDAHO 83327.

RECORDED

NOV 15 1991

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 23rd day of July, 1991.

CLEAR LAKE RANCH, INC.

by

David Brush
DAVID BRUSH, PRESIDENT

Attest:

Mrs. Nancy McCormick
Secretary

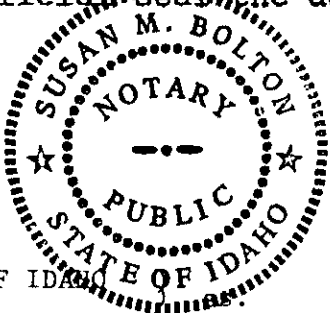
STATE OF IDAHO)

County of GOODING)

ss:

On this 23rd day of July, 1991, /198, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID BRUSH, known or identified to me to be the President, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



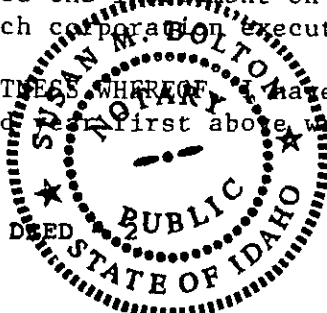
Susan M. Bolton
NOTARY PUBLIC for Idaho
Residing at Gooding, ID
My Comm. Expires: 10-16-92

STATE OF IDAHO)
County of GOODING)

On this 23rd day of July, 1991, before me, the undersigned, a Notary public in and for said State, personally appeared NANCY MCCORMICK, known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

WARRANTY DEED



Susan M. Bolton
Notary Public for Idaho
Residing at Gooding, ID
My Commission Expires: 10-16-92

NOV 15 1991

EXHIBIT A

PARCEL I

That portion of land located in Government Lots 5, 6, 12, 13 and 15 of Section 1; Part of Government Lots 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2; and Part of Government Lots 5 and 6 of Section 11, all in Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

Being described as follows:

BEGINNING at the Northeast corner of said Section 2;

Thence along the Easterly boundary line of said Section

South 00° 29' 23" West, 5,209.11 feet to the meander corner of Sections 1 and 2 on the right bank of the Snake River, said point lying on the Easterly boundary of said Government Lot 9, Section 2 and is the TRUE POINT OF BEGINNING;

Thence along said right meander line of the Snake River the following successive courses:

South 63° 42' 23" West, 163.71 feet to a point on the Northerly boundary line of said Government Lot 5 of Section 11, said point being the meander corner between Sections 2 and 11;

Thence South 64° 38' 00" West, 464.00 feet;

Thence South 53° 00' 00" West, 432.00 feet;

Thence South 74° 54' 00" West, 326.00 feet;

Thence North 88° 16' 00" West, 330.00 feet;

Thence North 75° 23' 25" West, 328.34 feet;

Thence leaving said meander line North 17° 44' 09" East, 43.08 feet;

Thence North 68° 44' 09" East, 167.60 feet;

Thence North 50° 29' 09" East, 95.20 feet;

Thence North 27° 31' 09" East, 140.90 feet;

Thence North 06° 35' 09" East, 167.60 feet to a point on the Southerly boundary line of said Government Lot 9 of Section 2;

Thence North 20° 29' 51" West, 400.20 feet;

Thence North 04° 19' 09" East, 230.80 feet;

Thence North 80° 47' 09" East, 175.50 feet;

Thence North 36° 39' 09" East, 159.60 feet;

Thence South 88° 03' 51" East, 100.70 feet;

CONTINUED

RECORDED

NOV 15 1991

EXHIBIT A CONTINUED

Thence North 49° 13' 09" East, 136.48 feet;
Thence North 30° 15' 09" East, 233.70 feet;
Thence North 68° 56' 09" East, 98.00 feet;
Thence North 36° 03' 09" East, 195.00 feet;
Thence North 65° 40' 45" East, 131.10 feet to a point lying on
the Southerly boundary line of said Government Lot 8 of
Section 2;
Thence along said Southerly boundary line of Government Lot 8
North 89° 46' 51" West 603.30 feet to a point on the
Southerly boundary line of said Northwest Quarter of the
Southeast Quarter;
Thence along the Westerly meander line of Clear Lake the following
successive courses:
Thence North 62° 33' 00" West, 46.00 feet;
Thence South 77° 28' 00" West, 46.00 feet;
Thence North 50° 32' 00" West, 110.00 feet;
Thence North 90° 00' 00" West, 40.00 feet;
Thence North 52° 42' 00" West, 132.00 feet;
Thence North 90° 00' 00" West, 35.00 feet;
Thence North 54° 28' 00" West, 43.00 feet;
Thence North 36° 52' 00" West, 200.00 feet;
Thence North 13° 00' 00" West, 266.00 feet;
Thence North 42° 44' 13" West, 52.95 feet;
Thence leaving said Westerly meander line of Clear Lake North
05° 51' 30" East, 143.70 feet;
Thence North 85° 52' 10" East, 277.70 feet;
Thence South 73° 54' 30" East, 155.10 feet;
Thence South 35° 44' 20" East, 131.80 feet;
Thence South 88° 38' 20" East, 43.00 feet;
Thence North 62° 25' 33" East, 120.79 feet;
Thence North 85° 16' 33" East, 424.77 feet;
Thence South 58° 27' 28" East, 119.95 feet;
Thence South 81° 47' 18" East, 98.83 feet;
Thence North 83° 38' 32" East, 671.17 feet to a point
on the Westerly boundary line of said Government Lot 12,
Section 1;
Thence North 83° 38' 32" East, 524.37 feet;
Thence North 62° 47' 00" East, 225.00 feet;
Thence South 86° 15' 00" East, 90.00 feet;
Thence North 83° 38' 32" East, 465.00 feet;
Thence North 00° 00' 00" East, 755.98 feet to a point on
the Southerly right of way line of Clear Lake Road;
Thence along said Southerly right of way on a curve to the
left, a distance of 47.27 feet, said curve having an
interior angle of 05° 42' 05", a radius of 475.00 feet
and a long chord bearing of North 84° 49' 22" West,
47.25 feet;

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EXHIBIT A CONTINUED

Thence North 02° 19' 15" East, 50.00 feet to a point on the Northerly right of way of said Clear Lake Road;
Thence leaving the Northerly right of way of Clear Lake Road North 79° 31' 44" East, 1,458.64 feet to a point on the Easterly boundary line of said Government Lot 6;
Thence along said Easterly boundary line South 00° 22' 06" West, 1,932.57 feet to a point on the right meander line of the Snake River;
Thence along said right meander line of the Snake River the following successive courses:
Thence South 71° 16' 00" West, 460.00 feet;
Thence South 88° 47' 00" West, 235.00 feet;
Thence North 53° 23' 00" West, 180.00 feet;
Thence North 86° 35' 00" West, 334.00 feet;
Thence South 75° 36' 53" West, 147.00 feet;
Thence South 40° 37' 00" West, 95.00 feet;
Thence South 02° 00' 00" West, 201.00 feet;
Thence South 31° 19' 00" West, 200.00 feet;
Thence South 25° 12' 00" West, 207.00 feet;
Thence South 58° 08' 00" West, 919.00 feet;
Thence South 64° 41' 28" West, 370.32 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described land:

That portion of said land lying within the boundaries of the Clear Lake Ranch, a Planned Unit Development Phase 1, recorded March 8, 1989 as Instrument No. 135764, records of Gooding County, Idaho.

ALSO EXCEPTING

The following legal description is based upon a land survey performed by Stephen R. Padoris, Idaho registration Number RLS 5291 and a Record of Survey filed May 17, 1988, as Instrument No. 132201 in accordance with Idaho Code Title 55, chapter 19 in the Records of Gooding County, Idaho. The basis of bearing, monuments found and monuments set are as identified on said survey, The above mentioned Record of Survey is hereby made an integral part of the following written legal description and as such the two documents must not be separated during subsequent reproduction of said written legal description:

A parcel of land situated in Government Lots 7 and 9 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho, described as follows:

CONTINUED

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EXHIBIT A CONTINUED

BEGINNING at the meander corner of Sections 1 and 2 on the Right bank of the Snake River as shown in a Record of Survey drawing as Instrument No 105190, filed on December 14, 1983, in the Gooding County Records Office, said point being monumented with an Aluminum cap on a 2" pipe and lying South 00° 29' 23" West, 5,209.11 feet from the Northeast corner of said Section 2, said point also lies on the Easterly boundary of Government Lot 9 of Section 2;

Thence North 69° 21' 22" West, 1,598.44 feet to a point on the Westerly boundary of Clear Lake Ranch, Inc., said point being a chiseled "X" on a rock and lying South 18° 20' 40" West, 4,894.10 feet from the Northeast corner of said Section 2 and lying South 36° 39' 09" East 159.60 feet from an angle point on the Westerly boundary of said Clear Lake Ranch, Inc., property said point being monumented with a 5/8" rebar with cap marked "PELS 3260" said point also being the TRUE POINT OF BEGINNING;

Thence along said Westerly boundary of Clear Lake Ranch, Inc., North 36° 39' 09" East, 40.80 feet to a point being monumented by a 1/2" rebar with cap marked "LS 5291";

Thence South 65° 13' 36" East, 248.68 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence South 8° 00' 00" West, 143.94 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 83° 00' 00" West, 191.00 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 12° 00' 00" West, 195.00 feet to the TRUE POINT OF BEGINNING.

PARCEL II

Lots 1 and 2 in Block 1 of **CLEAR LAKE RANCH, a Planned Unit Development, Phase I**, Gooding County, Idaho, according to the plat thereof recorded in the Office of the County Recorder of said County.

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NOV 15 1983

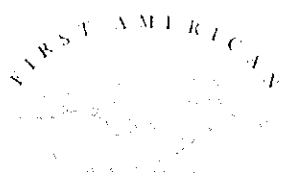


EXHIBIT A CONTINUED

PARCEL III

Lots 5, 6, 12, 13 and 15 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5, 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5 and 6 of Section 11, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

EXCEPT a Parcel of land set forth in Quitclaim Deed, recorded January 13, 1913 in Book 21 of Deeds, Page 63, described as follows:

A Strip of land 50 feet wide, beginning at a point 2,863.7 feet, South 0° 06' West from the Northeast corner of the Northwest Quarter of Section 1, Township 9 South, Range 14, East of the Boise Meridian;
Thence in a general direction North 62° 54' West, 1,442.5 feet varying from a straight line to follow the South bank of a draw or gulch extending in the direction to the Base of Rim Rock;
Thence in a Westerly direction parallel to and along base of rim rock to a point 75 feet South of the Northwest corner of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, said land being part of Lots 5 and 6, Section 1, Lots 5 and 6, Section 2, and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian.

AND EXCEPT a Parcel of land set forth in Warranty Deed, recorded December 3, 1917 in Book 3 of Deeds, Page 372, described as follows:

Parcel of land situated in Lot 5 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, and in Lot 5 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, beginning at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone

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RECORDED

NOV 15 1991

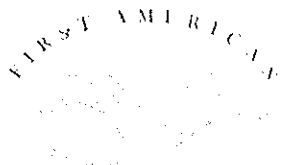


EXHIBIT A CONTINUED

PARCEL III

Lots 5, 6, 12, 13 and 15 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5, 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5 and 6 of Section 11, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

EXCEPT a Parcel of land set forth in Quitclaim Deed, recorded January 13, 1913 in Book 21 of Deeds, Page 63, described as follows:

A Strip of land 50 feet wide, beginning at a point 2,863.7 feet, South 0° 06' West from the Northeast corner of the Northwest Quarter of Section 1, Township 9 South, Range 14, East of the Boise Meridian;

Thence in a general direction North 62° 54' West, 1,442.5 feet varying from a straight line to follow the South bank of a draw or gulch extending in the direction to the Base of Rim Rock;

Thence in a Westerly direction parallel to and along base of rim rock to a point 75 feet South of the Northwest corner of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, said land being part of Lots 5 and 6, Section 1, Lots 5 and 6, Section 2, and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian.

AND EXCEPT a Parcel of land set forth in Warranty Deed, recorded December 3, 1917 in Book 3 of Deeds, Page 372, described as follows:

Parcel of land situated in Lot 5 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, and in Lot 5 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, beginning at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone

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RECORDED

NOV 15 1931



EXHIBIT A CONTINUED

is marked with five notches on the West side and one notch on the East Side and from which a lava stone located at the Northwest corner of said Section 2, and which is marked with four notches on the West side and two notches on the East side, bears North $89^{\circ} 45'$ West, as shown by the survey and official plat of said Township 9 South, Range 14 East of the Boise Meridian, on file in the office of the United States Surveyor General at Boise, Idaho;

Thence from a line produced through said two section corner stones turning an angle of $89^{\circ} 57'$ through the Southeast quadrant to a course South $0^{\circ} 12'$ West and measuring on this course a distance of 1,970 feet to a stone, which is the real place of beginning;

Thence South $81^{\circ} 47'$ West, 1,336 feet to a stone;

Thence South 424.5 feet, more or less, to a point on the West line of Lot 5 of said Section 2 from which point a lava witness stone bears South $80^{\circ} 16'$ West a distance of 555.1 feet, and from which said lava witness stone a lava stone set at the center of said Section 2 by one J. Koets Esquire, County Surveyor for Lincoln County, Idaho, bears North $87^{\circ} 12'$ West a distance of 807 feet;

Thence from said point on the West line of said Lot 5 of said Section 2 North $80^{\circ} 16'$ East, 1,099.6 feet to a stone;

Thence South $42^{\circ} 52'$ East, 150 feet to a stone;

Thence continuing on the same course to a point where said course intersects the meander line of the North bank of Snake River, as shown by the survey and official plat of Township 9 South, Range 14, East of the Boise Meridian hereinbefore mentioned;

Thence along said meander line in a Northeasterly direction to the intersection of said meander line with the course hereinbefore described as being from a line produced through the section corner stones located at the Northeast corner and the Northwest corner of said Section 2, Township 9 South, Range 14, East of the Boise Meridian, and turning an angle of $89^{\circ} 57'$ through the Southeast quadrant to a course South $0^{\circ} 12'$ West;

Thence North along said course $0^{\circ} 12'$ East to the POINT OF BEGINNING.

CONTINUED

RECORDED

NOV 15 1991



EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 Deeds, Page 388, described as follows:

BEGINNING at the Southwest corner of Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian;

Thence South $89^{\circ} 43'$ East upon and along the South boundary of said Northwest Quarter of the Southeast Quarter of Section 2 a distance of 1,320 feet, more or less, to a point on the Westerly bank of Clear Lake at the water line which is the real point of beginning;

Thence continuing South $89^{\circ} 43'$ East, 603.3 feet, more or less, to a point Easterly of the Easterly bank of Clear Lake;

Thence South $66^{\circ} 05'$ West, 131.1 feet;

Thence South $36^{\circ} 07'$ West, 195.0 feet;

Thence South $69^{\circ} 0'$ West, 98.0 feet;

Thence South $30^{\circ} 19'$ West, 233.7 feet;

Thence South $49^{\circ} 17'$ West, 158.5 feet;

Thence North $88^{\circ} 00'$ West, 100.7 feet;

Thence South $36^{\circ} 43'$ West, 159.6 feet;

Thence South $80^{\circ} 51'$ West, 175.5 feet;

Thence South $4^{\circ} 23'$ West, 230.8 feet;

Thence South $20^{\circ} 26'$ East, 400.2 feet to a point on the section line between Sections 2 and 11, Township 9 South, Range 14, East of the Boise Meridian from which the quarter section corner common to said Section 2 and 11 bears South $89^{\circ} 54'$ West 1,118.4 feet;

Thence South $06^{\circ} 39'$ West 167.6 feet;

Thence South $27^{\circ} 35'$ West, 140.9 feet;

Thence South $50^{\circ} 33'$ West, 95.2 feet;

Thence South $68^{\circ} 48'$ West, 167.6 feet;

Thence South $17^{\circ} 48'$ West, 43.08 feet to Snake River;

Thence Westerly along Snake River and across the mouth or outlet of Clear Lake Creek a distance of 244 feet, more or less, to a point on the West bank of Clear Lake Creek at the confluence of the West bank of Clear Lake Creek with Snake River;

Thence Northerly and upstream along the West or right bank of Clear Lake Creek and Clear Lake to the real POINT OF BEGINNING.

CONTINUED



NOV 14 1939



EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 of Deeds, Page 390, described as follows:

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, in accordance with the Government Map of the Dependent Resurvey of said Section 2, dated April 17, 1918, and accepted June 11, 1920, containing approximately ten (10) acres;

BEGINNING at the Southeast corner of the above described premises,

Thence East upon and along the South boundary of Northwest Quarter of the Southeast Quarter of said Section 2 to Clear Lake;

Thence Westerly and Northwesterly along the Southwest side of said Clear Lake to the East line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2;

Thence approximately South along said East line to the POINT OF BEGINNING.

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded November 23, 1965 as Instrument No. 16385 and No. 16387, described as follows:

A tract of land located in Lots 5, 6 and 8 of Section 2 and Lots 5 and 12 of Section 1, all in Township 9 South, Range 14, East of the Boise Meridian, described as follows:

COMMENCING at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone is marked with five notches on the West side and one notch on the East side and from which the Quarter corner common to said Sections 2 and 35, as marked during the retracement of part of the North boundary of said Township 9 South in 1915, bears North 89° 38' West;

Thence running South 0° 22' West, along a line which runs through a cross in a stone described in deed from Otis E. Syster and Mary E. Syster, Husband & Wife, to Idaho Power Company, recorded in Book 3 of Deeds at Page 372,

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EXHIBIT A CONTINUED

records of Gooding County, Idaho as bearing South 0° 12' West and as being 1970 feet from said section corner 2507 feet to the REAL POINT OF BEGINNING which is on the meander line as described in the above mentioned deed to Idaho Power Company, and from which an iron reinforcing bar bears North 62° 27' East and is 2 feet in distance; Thence running South 62° 27' West, along said meander line 125.5 feet;

Thence North 41° 43' West, along a line described in the above mentioned deed as bearing South 42° 52' East, 183 feet to a point which is described in said deed as being on a line which bears North 80° 16' East, and is 1,099.6 feet from a stone on the West line of Lot 5 of said Section 2 and is also described in said deed as being on a line extended through the above mentioned stone and a lava witness stone;

Thence running South 82° 05' West, on the line between said stones extended, for 44 feet;

Thence South 21° 44' East, along the present fence 97.3 feet;

Thence South 43° 10' East, along the present fence 153.6 feet;

Thence South 51° 53' East, along the present fence 214.7 feet;

Thence South 58° 30' East, along the present fence 179.9 feet;

Thence South 56° 35' East, along the present fence 168.0 feet to a steel pipe corner post;

Thence South 52° 57' East, along the present fence 82.9 feet;

Thence South 74° 50' East, along the present fence 110.9 feet;

Thence North 66° 52' East, along the present fence 202.7 feet;

Thence North 30° 40' East, along the present fence 37.7 feet to a fence corner post;

Thence North 15° 41' West, approximately 425 feet to the Southern end of the present fence;

Thence North 15° 41' West, along said fence 260 feet more or less to the Southerly right-of-way of the present county road;

Thence Westerly along said right-of-way 525 feet more or less, to its intersection with the line running between the above described section corners and the real point of beginning;

Thence South 0° 22' West, along said line 220 feet more or less to the real POINT OF BEGINNING.

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EXHIBIT A CONTINUED

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 17, 1975 as Instrument No. 57405, described as follows:

A parcel of land located in Lot 9 in Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, and being more specifically described as follows:

Beginning at the South Quarter Corner of Section 2 from
which the North Quarter Corner of said Section 2 bears
North 0°54'10" East;
Thence North 71°31'00" East, 2,154.75 feet to the TRUE POINT
OF BEGINNING;
Thence North 17°14'28" West, 379.00 feet;
Thence North 65°41'39" East, 120.00 feet;
Thence South 17°14'28" East, 379.00 feet;
Thence South 65°41'39" West, 120.00 feet to the TRUE POINT
OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed recorded March 29, 1976 as Instrument No. 58796 and 58794, described as follows:

Part of Lot 12 in Section 1 and part of Lots 5, 6 and 8 in Section 2, all in Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 2;
Thence South 0°12' West, along the Section line 78.90 feet
to the TRUE POINT OF BEGINNING;
Thence South 52°13'03" East, 41.94 feet measured angle and
distance (South 51°53' East, 42.01 feet record angle and
distance) to an existing steel pine set in concrete;
Thence South 58°44'14" East, 179.65 feet measured angle
and distance (South 58°30' East, 179.9 feet record angle
a distance) to an existing steel pin set in concrete;
Thence South 56°16'19" East, 167.46 feet measured angle
and distance (South 56°35' East, 168.0 feet record angle
and distance) to an existing steel pin set in concrete;
Thence South 53°26'19" East, 83.14 feet measured angle and
distance (South 52°57' East, 82.9 feet record angle and
distance) to an existing steel pin set in concrete;
Thence South 74°55'28" East, 110.95 feet measured angle
and distance (South 74°50' East, 110.9 feet record angle
and distance) to an existing steel pine set in concrete;
Thence South 7°20'02" East, 129.28 feet measured angle and
distance to a 1/2" x 30" steel pine set;

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RECORDED

NOV 15 1991

EXHIBIT A CONTINUED

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 17, 1975 as Instrument No. 57405, described as follows:

A parcel of land located in Lot 9 in Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, and being more specifically described as follows:

Beginning at the South Quarter Corner of Section 2 from
which the North Quarter Corner of said Section 2 bears
North 0°54'10" East;
Thence North 71°31'00" East, 2,154.75 feet to the TRUE POINT
OF BEGINNING;
Thence North 17°14'28" West, 379.00 feet;
Thence North 65°41'39" East, 120.00 feet;
Thence South 17°14'28" East, 379.00 feet;
Thence South 65°41'39" West, 120.00 feet to the TRUE POINT
OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed recorded March 29, 1976 as Instrument No. 58796 and 58794, described as follows:

Part of Lot 12 in Section 1 and part of Lots 5, 6 and 8 in Section 2, all in Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 2;
Thence South 0°12' West, along the Section line 78.90 feet
to the TRUE POINT OF BEGINNING;
Thence South 52°13'03" East, 41.94 feet measured angle and
distance (South 51°53' East, 42.01 feet record angle and
distance) to an existing steel pine set in concrete;
Thence South 58°44'14" East, 179.65 feet measured angle
and distance (South 58°30' East, 179.9 feet record angle
a distance) to an existing steel pin set in concrete;
Thence South 56°16'19" East, 167.46 feet measured angle
and distance (South 56°35' East, 168.0 feet record angle
and distance) to an existing steel pin set in concrete;
Thence South 53°26'19" East, 83.14 feet measured angle and
distance (South 52°57' East, 82.9 feet record angle and
distance) to an existing steel pin set in concrete;
Thence South 74°55'28" East, 110.95 feet measured angle
and distance (South 74°50' East, 110.9 feet record angle
and distance) to an existing steel pine set in concrete;
Thence South 7°20'02" East, 129.28 feet measured angle and
distance to a 1/2" x 30" steel pine set;

CONTINUED

RECORDED

NOV 15 1991

EXHIBIT A CONTINUED

Thence South 83°20'10" West, 59.53 feet measured angle and distance to a point on the centerline of the beginning of a permanent roadway easement;

Thence South 83°20' 10" West, 1,136.01 feet measured angle and distance to a 58" x 30" steel pin set;

Thence North 16°32'20" East, 911.43 feet measured angle and distance (North 16°43.8' East, measured angle) to a 5/8" x 30" steel pin set also being a point on the Southerly boundary of Idaho Power Company survey as made by L. W. Burnap;

Thence South 86°21'22" East, 133.78 feet measured angle and distance to an inaccessible point in an existing concrete flume, also being a Northwesterly corner of the Snake River Trout Company;

Thence South 22°48'58" East, 96.19 feet measured angle and distance (South 21°44' East, 97.3 feet record angle and distance) to a point on the Westerly boundary of the Snake River Trout Company;

Thence South 42°37'58" East, 154.05 feet measured angle and distance (South 43°10' East, 153.6 feet record angle and distance) to an existing steel pin set in concrete;

Thence South 52°13'03" East 172.36 feet measured angle and distance (South 51°53' East, 172.69 feet record angle and distance) to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Corporate Warranty Deed recorded November 10, 1983, as instrument No. 104634, described as follows:

Part of the North Half of the Southeast Quarter of Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the South One Quarter corner of said Section 2;
Thence along the West boundary line of said Southeast Quarter, North 0°39'40" East, 1972.59 feet (North 0°54'10" East, 1972.06 feet) to the Northwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, said corner is also the TRUE POINT OF BEGINNING;
Thence along the North boundary line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 89°43'53" East, 664.53 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter;

CONTINUED

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FIRST AMERICAN

EXHIBIT A CONTINUED

Thence along the East boundary line of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 0°37'06" West, 10.78 feet;

Thence South 88°50'50" East, 26.61 feet to a point which lies South 88°48'13" East, 691.16 feet (South 88°36'20" East 691.16 feet) from the true point of beginning;

Thence along a meander line of the North shore of Clear Lake the following successive courses:

North 6°48'07" East, 159.88 feet (North 7°02'37" East, 159.88 feet);

North 86°53'41" East, 309.74 feet (North 87°08'11" East, 309.74 feet);

South 70°23'03" East, 147.88 feet (South 70°08'33" East, 147.88 feet);

South 34°07'56" East, 115.93 feet (South 33°53'26" East, 115.93 feet);

North 78°06'02" East, 148.81 feet (North 75°19'53" East, 104.51 feet) to a point on the West line of the Amended Dick Kaster lease boundary dated May 25, 1968 and recorded as Instrument No. 26377, records of Gooding County, Idaho;

Thence along said amended lease boundary line North 12°01'08" West, 618.02 feet to a point on the North boundary line of the Northwest Quarter of the Southeast Quarter, Section 2 (recorded as North 10°40.4' West, 614.55 feet in said amended lease), said point lies North 89°40'56" West, 95.14 feet from the Northeast corner of said Northwest Quarter of the Southeast Quarter;

Thence continuing along said North boundary line of the Northwest Quarter of the Southeast Quarter, North 89°40'56" West, 1,118.35 feet (North 89°42'49" West) to a point on the South Right-of-Way line of Clear Springs Road, said point lies South 89°40'56" East, 114.58 feet from the Center One Quarter Corner of Section 2;

Thence along said South Right-of-Way line on a curve to the left having a interior angle of 4°03'55", a radius of 845.00 feet and a long chord bearing of South 69°15'10" West, 59.74 feet;

Thence along said South Right-of-Way line on a curve to the right having a interior angle of 4°02'34", a radius

CONTINUED

RECORDED

NOV 15 1991

EXHIBIT A CONTINUED

of 895.00 feet and a long chord bearing of South 69°14'30" West, 63.14 feet to a point on the West boundary line of the Northwest Quarter of the Southeast Quarter (South 77°28'04" West, 153.51 feet) said point lies South 0°39'40" West, 44.24 feet from the Center One Quarter Corner of Section 2;

Thence Along said West boundary lines South 0°39'40" West, 613.28 feet (South 0°54'10" West, 621.67 feet) to the TRUE POINT OF BEGINNING.

AND

Part of Lots 5 and 12 of Section 1, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the Northwest corner of said Section 1;

Thence South 12°26'30" East, 2,315.58 feet to a point on the Southerly Right-of-Way line of Clear Springs Road, said point lies North 52°32'16" East, 657.16 feet from the West One Quarter Corner of Section 1, (said point being described as the Northeast corner of a parcel in a deed dated November 10, 1965 and recorded as Instrument No. 16385), and is the TRUE POINT OF BEGINNING;

Thence along the following successive courses:

Along a fence line South 16°18'58" East, 262.33 feet to a fence post (recorded as South 15°41' East, 260 feet);

Thence South 15°02'44" East, 425.47 feet to a concrete monument (recorded as South 15°41' East, 425 feet more or less in the above deed);

Thence South 30°44'40" West, 37.65 feet to concrete monument (recorded as South 30°10' West, 37.7 feet in the above deed);

Thence South 67°00'16" West, 202.51 feet to a concrete monument (recorded as South 66°52' West, 202.7 feet in the above deed);

Thence South 7°12'24" East, 129.28 feet (said line being described as South 7°20'02" East, 129.28 feet in a deed dated October 25, 1979 and recorded as Instrument No. 79691, records of Gooding County, Idaho);

Thence North 62°47'00" East, 225.00 feet;

Thence South 86°15'00" East, 90.00 feet;

Thence North 83°38'32" East, 465.00 feet;

Thence North 0°00'00" East, 755.98 feet to a point on the Southerly Right-of-Way line of Clear Springs Road;

CONTINUED

NOV 15 1991

EXHIBIT A CONTINUED

Thence continuing along said South Right-of-Way on a curve left having an interior angle of $5^{\circ}42'00''$, a radius of 475.00 feet and a long chord bearing of North $84^{\circ}49'45''$ West, 47.24 feet;

Thence along said South right-of-Way North $87^{\circ}40'45''$ West, 490.00 feet;

Thence along said South Right-of-Way on a curve left having an interior angle of $16^{\circ}00'00''$, a radius of 625.00 feet and a long chord bearing of South $84^{\circ}19'15''$ West, 173.97 feet;

Thence along said South Right-of-Way South $76^{\circ}19'15''$ West, 38.07 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 31, 1986, as Instrument No. 125633, described as follows:

A parcel of land located in Government Lots 5, 6 and 8 and in the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14 East, Boise Meridian, Gooding County, Idaho, being more particularly described as follows:

Beginning at the North One Quarter corner of Section 2, as shown on the Record of Survey filed December 14, 1983, as Instrument No. 105190 in the Gooding County Recorders Office, said point being a 5/8" rebar marked "PELS 3260",

Thence along the West line of the Northeast Quarter, South $0^{\circ}39'40''$, West 2669.71 feet to the Northwest corner of said Northwest Quarter of the Southeast Quarter, said point being a 5/8" rebar marked "PELS 3260";

Thence along the North line of said Northwest Quarter of the Southeast Quarter, South $89^{\circ}40'56''$ East, 1328.07 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter, said point being the TRUE POINT OF BEGINNING;

Thence along the West line of said Government Lot 5, North $0^{\circ}34'32''$ East, 75.24 feet;

Thence North $80^{\circ}27'06''$ East, 8.90 feet to the Southeast corner of a parcel of land owned by the Idaho Power Company, as shown in the above referenced survey;

Thence along the Southerly boundary of Idaho Power Company property North $80^{\circ}27'06''$ East, 923.60 feet to a 5/8" rebar;

CONTINUED

EXHIBIT A CONTINUED

Thence along the Westerly boundary line of land owned by Earl Hardy, South $16^{\circ}50'42''$ West, 91.43 feet to a point on the meander line of Clear Lake and the Northerly boundary line of Clear Lake Ranch, Inc., property said point marked by a $5/8''$ rebar;

Thence along said meander line the following courses:

North $81^{\circ}47'18''$ West, 98.83 feet to a $5/8''$ rebar marked

"PELS 3260";

North $58^{\circ}27'28''$ West, 119.95 feet to a $5/8''$ rebar marked

"PELS 3260";

South $85^{\circ}16'33''$ West, 424.77 feet to a point being the Southeast corner of a parcel of land owned by Clear Springs Trout Company, as shown on a Record of Survey filed September 20, 1983, as Instrument No. 103618 in Gooding County Records Office;

Thence along the Easterly boundary line of Clear Springs Trout Company property North $12^{\circ}01'08''$ West, 614.55 feet to a point on the Northerly boundary line of said Northwest Quarter of the Southeast Quarter;

Thence along said North boundary line of said Northwest Quarter of the Southeast Quarter, South $89^{\circ}40'56''$ East, 95.14 feet to the TRUE POINT OF BEGINNING.

RECORDED

NOV 15 1991

RECEIVED

JUN 2 1987
Form 202
6/85
Department of Water Resources
Southern Region Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 36-8329

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant Clear Lake Ranch Inc. Phone 934-8411
Post office address % David Brush 423 Idaho Street, Gooding, Idaho, 83330
2. Source of water supply Springs which is a tributary of Clear Lake
3. Location of point of diversion is _____ 1/4 of SE* _____ 1/4 of NE* _____ 1/4, Govt. Lot 5
Sec. 2 Township 9S Range 14E B.M. Gooding County; additional
*kw 12/30/1987
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.70 for Domestic purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.20 for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 1.50 for Fire Protection purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 1.50 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. A 15"X30' collector pipe to a diversion box which will deliver via a 12" pipeline to a 15000 gallon storage tank then via pipeline network to various places.
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.
c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
d. Is ground water with a temperature of greater than 90°F being sought? _____
7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year).

SEP 26 1987

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. 250 family units
- e. Other; describe fully. Commercial - 14 commercial units
Fire Protection of PUD named "Clear Lake PUD"

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S.	14E.	1							Lt. 5	Lt. 6	Lt. 13	Lt. 12	Lt. 15						
									X	X	X	X	X						
9S.	14E.	2													Lt. 8			Lt. 9	
															X			X	

X - Domestic & Commercial & Fire Prot. Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None but other rights cover irrigation use (36-4148, 36-4149)

11. a. Who owns the property at the point of diversion? Idaho Power Co.
- b. Who owns the land to be irrigated or place of use? Clear Lake Ranch Inc.
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Easement to spring area is being negotiated.

12. Remarks: This filing is intended not to exceed 3.0 cfs when combined with applicants other water claims from spring source. Refer to Sales Agreement between Clear Springs Trout Co. & Clear Lake Ranch Inc. dated Oct. 12, 1983.

FILED

1988

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

See Attached
M2P

SEP 28 1986

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Clear Lake Ranch, Inc. by George Bush
(Applicant) Vice President

Proposed Priority 6/2/87

Received by ADM Date 6/2/87 Time 11:00 am Preliminary check by TB

Fee \$ 65⁰⁰ Received by ADM # 45012 Date 6/2/87

Publication prepared by M. Baldwin Date 7/21 Published in Gooding Co. Leader

Publication approved M. Baldwin Date 8/20/87

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-8329, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 19 93.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other: Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.

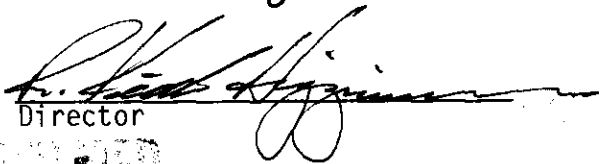
The issuance of this permit in no way grants any right-of-way or easement across the land of another.

The permit holder shall either install a measuring device or a flow measurement port or provide a certified measurement or computation of flow based upon system design to be prepared by a professional engineer.

Consumptive use of water under this permit shall not exceed 2.0 acre feet per day.

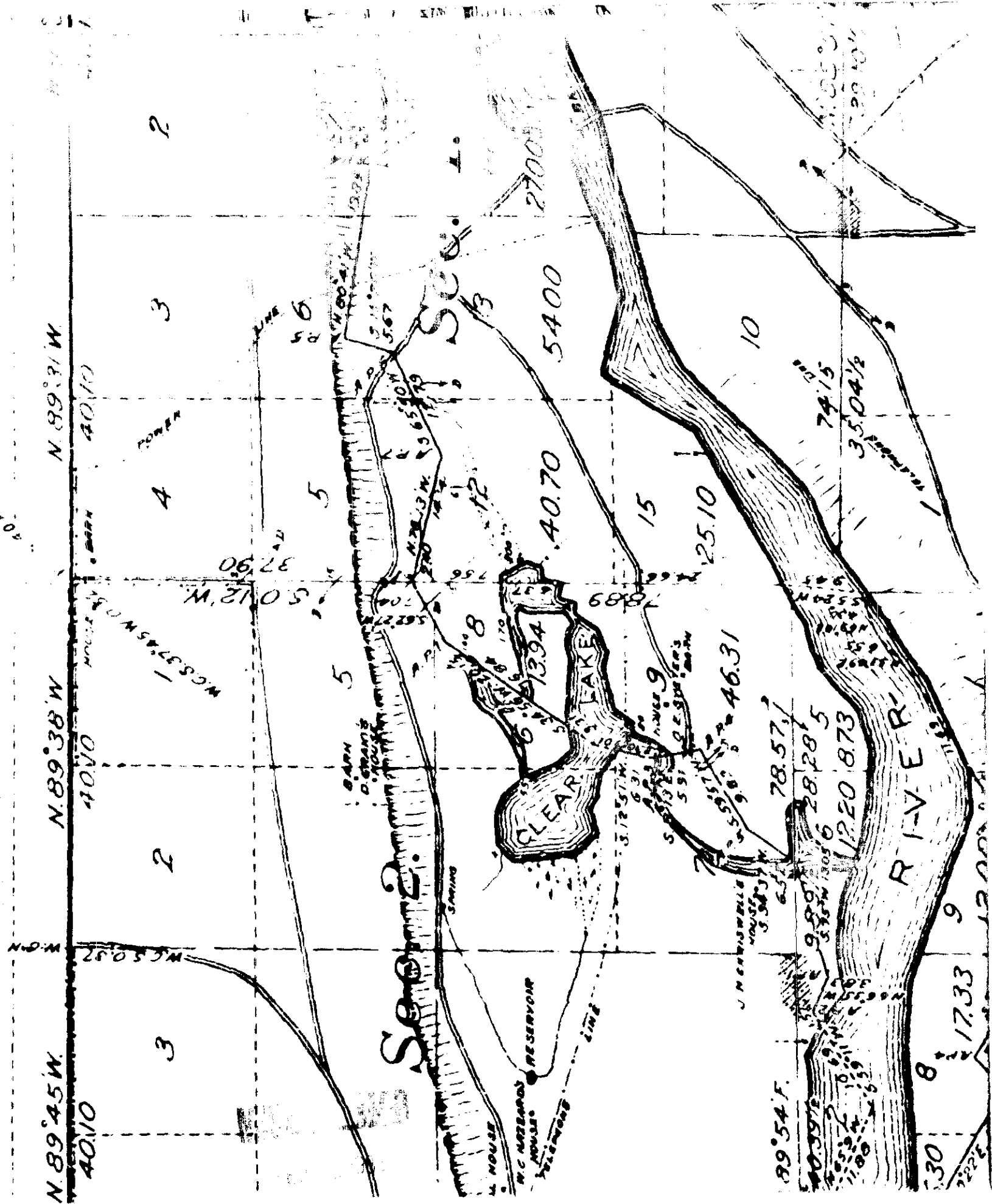
Water used under this permit if discharged into a natural channel or subsurface system shall meet Idaho Water Quality Standards.

Witness my hand this 3rd day of August, 1988.


Director



SEP 28 1988



AFFIDAVIT of PUBLICATION

RECEIVED

State of Idaho,)
) SS.
County of Gooding)

AUG 20 1987

Department of Water Resources
Southern Region Office

S.P. McMULLEN
PUBLISHER

being first duly sworn,
deposes and says that he is the printer (publisher) of the Gooding
County Leader, a newspaper published every week in Gooding, County
of Gooding, State of Idaho, that said newspaper has been continuous-
ly and uninterruptedly published for a period of seventy-eight consecu-
tive weeks prior to the first publication of the annexed notice, and is
a newspaper qualified to publish legal notices as provided by act of
the 1919 session of the legislature of the State of Idaho, known as
House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper
proper and not in a supplement; that the date of the first publication
of said advertisement was on the 12 day of Aug
19 87, and the date of the last publication was on the 19
day of Aug, 19 87.

S.P. McMullen

Subscribed and sworn to before me this 19th

day of Aug, 19 87.
(SEAL)

Laurence M. Lorne
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 27
Number of Insertions 2

Lines tabular at	5¢/Pica
<u>27</u> Lines straight at	<u>14.04</u> 4¢/Pica
<u>27</u> Subsequent lines at	<u>10.53</u> 3¢/Pica

TOTAL COST 24.57

COPY OF NOTICE (Paste Here)

Water Permit
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

State of Idaho Dept of Water
2/48 4th Ave E. *Exc.*

BILL TO

Twain Falls, ID 83301

OK
NB
8/20/87

The following notice has been filed
to appropriate and public notice of the
State of Idaho:

38-8329
CLEAR LAKE RANCH, INC., c/o David
Brush, 403 Idaho Street, Gooding, ID
83301

SOURCE: Springs flow to Clear Lake
Overlook Pt. Lot 5, Sec. 2, T9S, R14E,
Gooding County, 5 miles North and 1 1/4
miles West of R14E.

Use: Domestic (0.50 CFS)
Commercial (0.25 CFS)
Fire Protection (1.50 CFS)

Date Filed: June 2, 1987
In: Lot 5 (SE1/4), Lot 6 (SE1/4), Lot 13)
(NE1/4), Lot 14 (SE1/4), Lot 14 (SE1/4),
Sec. 1; Lot 5 (NE1/4), Lot 9 (NE1/4), Sec. 2,
T9S, R14E.

The permit will be subject to all prior
water rights. Permittee must be filed with
the Director, Dept. of Water Resources,
Southern Region, 1124 Fourth Avenue
East, Twin Falls, Idaho 83301 on or before
August 31, 1987.

Kenneth Dunn, Director
388215 - 12-13-2tc

SEP 28 1988

No 401



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

June 10, 2004

CLEAR LAKE RANCH P U D MASTER ASSN INC
307 CLEAR LAKE LN
BUHL ID 83316

RE: Water right number(s): 36 8329

Dear Water Right Holder(s):

The purpose of this letter is to notify you in advance that present drought conditions in Eastern Idaho may result in the flow of the Snake River falling below the minimum stream flow of 3,900 cubic feet per second ("cfs") established by the Swan Falls Agreement at the Murphy gage on the Snake River. Your water right bears a later priority date than July 1, 1985, the priority date for the minimum stream flow. As a result, if the flow falls below 3,900 cfs, the department will send you another letter advising you to cease diversion of water.

This notice is being provided so that you have advance warning to make arrangements to minimize impacts to growing crops or other loss that could occur if your water diversion is curtailed. Such arrangements may include temporary transfers as provided under Section 42-222A, Idaho Code, for areas declared a drought emergency. Declaration of a drought emergency can be initiated by petition of the Board of County Commissioners to the director of this department subject to approval by the Governor.

There are many variables that affect stream flows in the Snake River. Normally, the flows in the Snake River at Murphy gage are lowest during June and July.

Information about your water right can be found on the department's website at the following address: <http://www.idwr.state.id.us/apps/ExtSearch/SearchWRAJ.asp>. Real time flow data for the Murphy gage can also be found at the following address: <http://www.idahopower.com/riversrec/waterlevels/streamflow/showgraph.cfm>

Thank you for your cooperation in this matter. If you have questions, please feel free to contact the department.

Sincerely,

A handwritten signature in cursive script that reads "Gary Spackman".

Gary Spackman
Water Allocations Bureau Chief



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 30, 2003

CLEAR LAKE RANCH P U D MASTER ASSN INC
307 CLEAR LAKE LN
BUHL ID 83316

RE: Change of Ownership for Water Right Permit 36-8329

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right permit to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

OCT 9 7 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

October 19, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

J EVAN ROBERTSON
TIMOTHY J STOVER
ROBERTSON, HEPWORTH SLETTE
PO BOX 1906
TWIN FALLS ID 83303-1906

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-09070
Clear Lake Corporation / L & M Inc.

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to contact you to schedule a field examination to determine and confirm the use being made of the water, and that it meets the permitted beneficial use.

Be advised that Section 42-248, Idaho Code, requires you or the owner of these water rights to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office.

If you have questions, please contact the **Southern** Regional Office of the department in Twin Falls at (208) 736-3033.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Encl.

c: IDWR - Regional Office

MICROFILMED

OCT 19 2001

ANALYSIS SHEET FOR PROOF OF BENEFICIAL USE

Permit No.: 36-8329

Reviewed By: dgibson

Date: October 19, 2001

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Proof received timely?	X		Drilling permit required?		X
License examination fee required?	X		Drilling permit No.:		
Appropriate fee submitted?	X		Drilling permit upgrade needed?		
Receipt No.:		S024347	Well driller's report filed?		X
Additional Amount Due:			Measuring device required?	X	
Name and address same as permit?		X	Measuring device installed?	X	
Are the water uses correct?	X		Measure device waiver requested?		

Priority Calculation

Date proof received	07/31/2001	<i>Proof rec'd 7/4, Extension rec'd 7/31/01, which was denied. We consider this filing as timely because of the filing date of the request for extension.</i>
Date proof due	- 08/08/2001	
Lapse notice sent	-	
No. of days late	= 0	
Holiday allowance	+	
Priority date	+ 06/02/1987	<i>Proof is appropriate after Reg for Extension was denied.</i>
New priority date	= 06/02/1987	

Deficiencies of Actions Items

Acknowledge proof. — *no lapse ~~to~~ reinstatement is unnecessary.*

OCT 5 - 2001

Department of Water Resources

**ROBERTSON, HEPWORTH, SLETTE
WORST & STOVER, L.L.C.
ATTORNEYS AT LAW**

**142 THIRD AVENUE NORTH
P.O. BOX 1906
TWIN FALLS, ID 83303-1906
(208) 734-0700
FAX (208) 736-0041**

MEMORANDUM

TO: Glen Saxton
FROM: Timothy J. Stover/jl
DATE: October 4, 2001
RE: **Clear Lake Corporation/L & M, Inc. – Permit No. 36-8329**

Enclosed please find a copy of a Proof of Beneficial Use which was filed in the Twin Falls office of the Department of Water Resources today. Should you have any questions, please contact me.

Thank you.

MICROFILMED

OCT 19 2001

Form No. 8/00 **RECEIVED** AUG 2 2001

FOR OFFICE USE ONLY
Amt. of Fee \$: _____
Receipt No. _____
Receipt By: _____
Date Received: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 36-8329 Telephone No. 208/543-4859

2. Name of Permit Holder(s):
CLEAR LAKE CORPORATION/T. & M. INC.

3. Mailing Address: J. EVAN ROBERTSON, PO BOX 1906,
City TWIN FALLS State ID Zip 83303

4. Source of Water: SPRINGS If GROUNDWATER (well), Date Drilled: mo. _____ / yr. _____

Well Driller: _____ Drilling Permit Number: _____

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): SUBDV. Stockwater (No. and type of stock): _____

Irrigation (No. of acres): _____ Other: DOMESTIC, COMMERCIAL, FIRE PROTECTION

6. Total rate of diversion and/or volume for which proof is submitted: 1.50 cfs OR _____ acre-feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)
(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required? Yes X or No _____
Has the measuring device been installed? Yes X or No _____

8. Fee Enclosed: \$ 125.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: J. EVAN ROBERTSON Telephone Number: 734-0700

Address: PO BOX 1906 TWIN FALLS ID 83303

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: 
(include your title, if on behalf of company or organization)
DON LEVIN, PARTNER, CLEAR LAKES CORPORATION

Date: 7/30/01

CERTIFIED MAIL RECEIPT
(Domestic Mail Only) No Insurance

Article Sent To:

Timothy J. Stover

Postage

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

3

MICROFILMED

SEP 19 2001

\$

9/25/01

Postmark
Here

dg

Name (Please Print Clearly) (To be completed by mailer)

Robertson Repewort et al

Street, Apt. No.; or PO Box No.

P.O. Box 1906

City, State, ZIP+4

Lewin Falls, Ind. 46303-1906

PS Form 3800, July 1999

See Reverse for Instructions

7099 3220 0005 5178 5476

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 & 2 for additional services.
- Complete items 3, 4, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I ☐ wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

TIMOTHY J STOVER
ROBERTSON HEPWORTH
PO BOX 1906
TWIN FALLS ID 83303-1906

36-08329

4a. Article Number

70993220000551785476

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

MICROFILMED
9-27-01

5. Received By: (Print Name)

Lenna Thompson

6. Signature: (Addressee or Agent)

X Lenna Thompson

Addresser's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

● Print your name, address, and ZIP Code in this box ●

IDAHO DEPT OF WATER
RESOURCES
ATTN DEBORAH GIBSON
1301 N ORCHARD ST
BOISE ID 83706

MICROFILMED

SEP 13 2001

RECEIVED

SEP 28 2001

Department of Water Resources

83706-2237





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 25, 2001

Timothy J. Stover
Robertson, Hepworth, Slette, Worst & Stover, PLLC
P. O. Box 1906
Twin Falls, ID 83303-1906

Re: Permit No. 36-08329, in the name of Clear Lake Corporation/L&M, Inc.

Dear Water Right Holder(s):

The Department of Water Resources (the department) has issued the enclosed preliminary order. Pursuant to Section 67-5243, Idaho Code, it can and will become a final order without further action of the Department unless a party petitions for reconsideration or files an exception and/or brief as described in the enclosed information sheet.

Please note that water right owners are required to report any change of water right ownership and/or change of mailing address to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the department or visit the department's homepage on the Internet to obtain the proper reporting form.

If you have any questions, please call me at (208) 327-7953.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Enclosures
Cc: Regional Office

MICROFILMED

SEP 27 2001

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the Department of Water Resources (Department) pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after a) the service date of a preliminary order, b) the service date of a denial of a petition for reconsideration from this preliminary order, or c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED

**ROBERTSON, HEPWORTH, SLETTE, &
WORST & STOVER,
P.L.L.C.**

ATTORNEYS AT LAW

J. EVAN ROBERTSON
JEFFREY J. HEPWORTH
GARY D. SLETTE
RICHARD J. "TUG" WORST
TIMOTHY J. STOVER

142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700 or 736-8002
FAX (208) 736-0041 or 736-8888



TIMOTHY J. STOVER

September 12, 2001

RECEIVED

SEP 14 2001

Department of Water Resources

VIA FACSIMILE & U.S. MAIL – (208) 327-7866

Glen Saxton
Idaho Department of Water Resources
1301 North Orchard Street
Post Office Box 83720
Boise, ID 83706-2237

Re: Permit No. 36-08329 - Permit Holder: Clear Lake Corporation/L&M, Inc.

Dear Glen:

As we discussed last Thursday over the telephone, litigation is currently pending between the above referenced partners who are the Permittees under Permit No. 36-08329 ("Permit"). While the litigation at this point deals with the partners' contributions to development of the project, that litigation could have a direct and significant impact on the underlying Permit. If that litigation evolves into a partnership dissolution or partition action between the partners, title to the Permit will be directly affected. While I realize this litigation was just filed in July, the dispute between the parties dates back to December, 1999 as indicated in the complaint previously provided. As a result, title to the Permit may be brought into question by this litigation.

Thank you for providing me the time to discuss this matter with you more fully over of the phone last week. Should you need any additional information or have any questions, please contact me.

Yours truly,

TIMOTHY J. STOVER

TJS/jl

cc: L & M, Inc.

f:\tjs\letter\saxton 3

MICROFILMED

OCT 12 2001

**ROBERTSON, HEPWORTH, SLETTE,
WORST & STOVER,
P.L.L.C.
ATTORNEYS AT LAW**

J. EVAN ROBERTSON
JEFFREY J. HEPWORTH
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TIMOTHY J. STOVER

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Yours truly,

TIMOTHY J. STOVER

TJS/jl

cc: L & M, Inc.
(jll/jls/amer/saxton)

MICROFILMED

SEP 13 2001

** TOTAL PAGE.01 **

MEMORANDUM

To: File 36-08329
From: L. Glen Saxton 
RE: TELEPHONE CALL WITH TIM STOVER
Date: September 5, 2001

On this date, I called Tim Stover and advised that the complaint submitted with the request for extension of time in which to submit proof did not appear to bring title to the water in question which would justify an extension of time pursuant to section 42-204,1, Idaho Code. I told hem we needed something more to use as the basis for granting an extension of time.

Stover said he would submit a letter for further consideration by the department.

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SEP 11 2001

Permit No. 204
7/04

RECEIVED

AUG 6 2001

Department of Water Resources

For Office Use Only
\$50 Fee Received by
Date
Receipt No. 5034315STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 31 2001

REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT
Department of Water Resources
Southern Region

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 36-8329

Name(s) of Permit Holder: CLEAR LAKE CORPORATION/L & M INC

Mailing Address: C/O J EVAN ROBERTSON, PO BOX 1906, TWIN FALLS ID 83303

Date Proof is Due: AUGUST 8, 2001

Telephone No. 208/734-0700

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

PHASES 1 & 2 HAVE BEEN COMPLETED. PHASE 1 WAS COMPLETED DURING THE INITIAL PERMIT

DEVELOPMENT PERIOD. PHASE 2 WAS COMPLETED DURING THE 3-YEAR EXTENSION PERIOD. PHASES

2 & 4 HAVE NOT BEEN COMPLETED

Costing \$ 350,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:
SEE ATTACHMENTS

Permit holder(s) request an extension to AUGUST 8, 2003.

FEE: \$50.00

(Signature)* DON LEVIN, PRESIDENT, L & M INC.

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

Signed this _____ day of _____, 19____.

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AUG 6 2001

Idaho Department of Water Resources Receipt

Receipt ID S024215

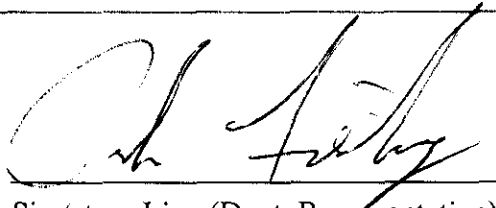
Payment Amount	\$50.00	Date Received	8/2/2001 10:13:33 AM	Region	Southern	Status	
Payment Type	Check	Check Number	1829				

Payer ROSHOLT, ROBERTSON, & TUCKER

Comment Extension of Time for Proof of Beneficial Use for permit 36-8329.

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$50.00	EXTENSIONS	0229	21	64103	1155


Signature Line (Dept. Representative)

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AUG 6 8 2001

**ROBERTSON, HEPWORTH, SLETTE,
WORST & STOVER,
P.L.L.C.
ATTORNEYS AT LAW**

J. EVAN ROBERTSON
JEFFREY J. HEPWORTH
GARY D. SLETTE
RICHARD J. "TUG" WORST
TIMOTHY J. STOVER

142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700 or 736-8002
FAX (208) 736-0041 or 736-8888



TIMOTHY J. STOVER
tims@computer-depot.com

August 30, 2001

RECEIVED

AUG 31 2001

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

RE: **Permit No. 36-08329 – L & M, Inc./Clear Lake Ranch, Inc.**

Dear Ms. Gibson:

As requested, I have enclosed a copy of the Complaint which initiated litigation necessitating the extension request for Permit No. 36-08329. However, as the litigation was just recently filed, I believe this matter needs a little more explanation.

While the litigation was only initiated a month ago, the dispute between the partners dates back to January of 1997. At that time, a promissory note which was secured by a mortgage on the subject property, was executed by the partners to obtain capital to continue development of the project. In December of 1999, May of 2000, and September of 2000, the bank demanded certain payments be made on that note. When Clear Lakes Corporation refused to pay its proportionate share of that obligation, L & M was left with no alternative except to make the required payments totaling over \$250,000.00. Had L & M not made the necessary payment, the bank could have initiated foreclosure of its mortgage. Since those disproportionate payments were made by L & M, the parties have been negotiating in an attempt to settle their disputes and complete the development. However, as it is now apparent that the parties are unable to reach an amicable resolution, L & M was left with no choice but to pursue litigation. Until the litigation is resolved, it will be impossible to complete the development.

Thank you for taking time to review this matter. Should you have any questions or comments, or if you need additional information, please feel free to contact me.

Yours truly,

TIMOTHY J. STOVER

TJS:jl
Encls.
cc: Allen Merritt
tjlltjs\letter\IDWR-l&m

MICROFILMED

2001 8 31

DISTRICT COURT
TWIN FALLS CO, IDAHO
FILED

01 JUL 16 PM 4 34

BY _____ CLERK
DEPUTY

Timothy J. Stover
ROBERTSON, HEPWORTH, SLETTE,
WORST & STOVER, L.L.C.
P.O. Box 1906
Twin Falls, Idaho 83303-1906
Telephone: (208) 734-0700
Facsimile: (208) 736-0041
ISB# 4842
c:\tjs\l&m\complaint

RECEIVED

AUG 31 2001

JUL 16 1991

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

L & M, INC., an Idaho Corporation,

Plaintiff,

vs.

CLEAR LAKE CORPORATION, an Idaho
Corporation,

Defendant.

Case No. CV-01-2523

COMPLAINT

Filing Fee: \$77.00

COMES NOW the Plaintiff, L & M, Inc., and alleges as follows:

1. Plaintiff L & M, Inc. is an Idaho corporation in good standing ("L & M").
2. Defendant Clear Lake Corporation is an Idaho corporation in good standing ("Clear Lake").
3. On or about July 23, 1991, L & M and Clear Lake entered into a Joint Venture Agreement creating Snake River Canyon at Clear Lake Development Joint Venture ("Joint Venture"), a true

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1
2 and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by this
3 reference.

4 4. The Joint Venture was organized to acquire, own, operate and develop certain real
5 property located in Gooding County, Idaho ("Subject Property"), and more particularly described
6 in Exhibit "B" attached hereto and incorporated herein by this reference.
7

8 5. The Joint Venture is comprised of L & M as a fifty-one percent (51%) partner and Clear
9 Lake as a forty-nine percent (49%) partner. L & M is the managing partner of the Joint Venture.
10 Prior to entering into the Joint Venture Agreement, Clear Lake was the owner of the Subject
11 Property.
12

13 6. Pursuant to the Joint Venture Agreement, Clear Lake transferred an undivided fifty-one
14 percent (51%) interest in the Subject Property to L & M as tenants in common.

15 7. In addition to the Subject Property, Clear Lake transferred to L & M title to certain
16 personal property more particularly described in Exhibit "C" attached hereto and incorporated
17 herein by this reference.

18 8. As its contribution to the Joint Venture and in consideration of the transfer of the personal
19 property and Subject Property, L & M paid to Clear Lake the sum of Three Hundred Thousand
20 Dollars (\$300,000).
21

22 9. In its capacity as the managing member, L & M executed a Promissory Note made
23 payable by the Joint Venture to Western Bank, a division of Washington Mutual Bank ("Bank").
24 Said Promissory Note was made and dated January 24, 1997, in the original principal amount of
25 Three Hundred Thousand Dollars (\$300,000) and payable by the Joint Venture to the Bank
26

1
2 ("Promissory Note"). L & M, Clear Lake, and L & M's individual shareholders John Mellen and
3 Don Levin guaranteed the Promissory Note.

4 10. The Promissory Note was secured by a Mortgage executed by L & M and Clear Lake
5 upon the Subject Property. The Bank made demand for payment of the Promissory Note on the
6 Joint Venture and the guarantors. A copy of said demand is attached hereto as Exhibit "D" and
7 incorporated herein this reference.
8

9 11. L & M, as the managing partner of the Joint Venture, and pursuant to the Joint Venture
10 Agreement, made a call for cash allocations from L & M and Clear Lake in proportion to their
11 respective interest to pay the Promissory Note and other obligation owed by the Joint Venture.
12

13 12. Clear Lake refused to pay its proportionate share of the amount necessary to pay said
14 obligations.

15 13. As a result, L & M, on behalf of the Joint Venture, was forced to pay obligations owed by
16 the Joint Venture as follows:

17 a. In December, 1999, \$100,000 payment to Western Bank on the Promissory Note;

18 b. On or about September 6, 2000, \$165,817.00 payment to Western Bank on the
19 Promissory Note;

20 c. In April or May of 2000, \$7,712.00 payment to Western Bank on the Promissory
21 Note;

22 d. In November, 2000, and early 2001, insurance payments totaling \$3,164.00;

23 e. In January, 2001, \$775.00 for accounting services for 2000 tax return.
24

25 (collectively referred to as "Joint Venture Obligations").
26

MICROFILMED

1
2 14. Pursuant to Idaho Code Section 53-318, et seq., L & M is entitled to contribution from
3 Clear Lake in the approximate amount of \$135,959.32 for payment of the Joint Venture
4 Obligations.
5

6 WHEREFORE, Plaintiff L & M prays:

- 7 1. For a Judgment against Clear Lake in the sum of \$135,959.32.
8 2. For L & M's reasonable attorney's fees and costs.
9 3. That L & M may have such other and further relief as may be just and equitable.

10 DATED this 16 day of July, 2001.

11 ROBERTSON, HEPWORTH, SLETTE,
12 WORST & STOVER, L.L.C
13

14 By: 
15 Timothy J. Stover
16
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JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT, made and entered into effect as of the 23rd day of July, 1991 by and between CLEAR LAKE CORPORATION, an Idaho corporation, hereinafter referred to collectively as "CLEAR LAKE" and L & M, INC., an Idaho corporation, hereinafter referred to as "L & M";

WITNESSETH:

WHEREAS, CLEAR LAKE is the owner of certain real property, which is more particularly described on Exhibit "A", which Exhibit is incorporated herein by reference as if set forth in full, and

WHEREAS, CLEAR LAKE is desirous of selling an undivided fifty-one (51%) percent interest in said real property and certain personal property which it owns to L & M, said personal property being more particularly described on Exhibit "B" to this Agreement, which Exhibit is incorporated herein by reference as if set forth in full; and

WHEREAS, L & M is desirous of purchasing an undivided fifty-one (51%) interest in the said real property and an undivided fifty-one (51%) interest in the personal property.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Formation of Joint Venture. CLEAR LAKE and L & M hereby associate themselves as a joint venture for the purposes hereinafter set forth.

2. Name; Principal Office. The name of this joint venture shall be SNAKE RIVER CANYON AT CLEAR LAKE DEVELOPMENT JOINT VENTURE, (hereinafter sometimes referred to as "the Joint Venture", and the address of its initial place of business shall be Route 1, Box 2015, Fairfield, Idaho 83327. The Joint Venture may hereafter designate its principal place of business at such other place or places as the members shall from time to time determine.

long and

3. Scope of Joint Venture. The business venture for which this Joint Venture is organized is to acquire, own, operate and develop the real property set forth on Exhibit "A" and any other property or venture that is agreed upon and determined by the controlling interest holder of this Joint Venture, to wit: L & M. It is understood and agreed by all parties, including CLEAR LAKE, that it was the intent of L & M to become a part of this Joint Venture Agreement only if it could acquire a 51% interest and have the controlling vote in any and all actions that are taken by the Joint Venture. In any action or vote taken, Partner L & M will have a 51% vote and Partner CLEAR LAKE will have a 49% vote. This vote will be a vote of L & M and CLEAR LAKE only and not individual votes of any of the respective stockholders, board of directors or employees of the respective corporations.

4. Contribution of CLEAR LAKE to Joint Venture. CLEAR LAKE agrees to contribute assets to the Joint Venture as follows:

a. CLEAR LAKE will transfer an undivided fifty-one (51%) percent interest in the real property set forth in Exhibit "A" to Partner L & M as tenants in common. CLEAR LAKE agrees to transfer said real property interest to L & M free and clear of all encumbrances, except current year taxes and easements and restrictions of record. All taxes shall be pro-rated to the date of execution of this Agreement. CLEAR LAKE agrees to provide L & M with an owner's policy of title insurance, insuring title in L & M of their own undivided fifty-one (51%) percent interest insuring that there are no encumbrances or liens on said real property at the time L & M take their interest, except for the fee ownership interest of L & M and the undivided forty-nine (49%) percent interest of CLEAR LAKE.

b. CLEAR LAKE will maintain title to the personal property set forth on Exhibit "B", except for the Backhoe. It is understood and agreed that it is difficult to transfer an undivided interest in personal property; and therefore, the personal property set forth on Exhibit "B" which has an asterisk before it (the Backhoe) shall be transferred free and clear to L & M as its share of the personal property interest which it is purchasing. All other personal property and the accounts receivable on Exhibit "B" shall remain the title of CLEAR LAKE. The property which is being transferred to L & M which has the asterisk shall be transferred by a Bill of Sale free and clear of all encumbrances and warranted to be in good working condition at the time of transfer. It is understood, though, that said personal property which belongs to L & M and to CLEAR

LAKE shall be used and maintained by this Joint Venture in developing the real property which is the subject matter of this Agreement.

5. Contribution of L & M to Joint Venture.

a. L & M, as its contribution and in consideration of the transfer of personal and real property interest as set forth hereinbefore, agrees to pay to CLEAR LAKE the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) cash at the time this Agreement is executed and closed.

b. It is understood and agreed, and as a prerequisite and condition precedent to L & M paying said THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), said monies shall be placed with the closing agent and the closing agent will insure that any and all debts owed by CLEAR LAKE against the real and/or personal property which is being transferred herein shall be paid off in full. Attached hereto as Exhibit "C" to this Joint Venture Agreement is a list of all debts which are owed by CLEAR LAKE which affect the real and personal property. CLEAR LAKE hereby signifies and certifies that said list is a complete and total list of all of its debts and that once these are paid, at such time all of the real property and personal property which is subject to this Agreement shall be free and clear.

c. It is understood and agreed that said debts include more than a total of THREE HUNDRED THOUSAND (\$300,000.00), and such excess amount shall be provided by CLEAR LAKE to insure that all debt is paid at the time of closing.

6. General Manager of Joint Venture. L & M is hereby designated as the General Manager of the Joint Venture. The duties, responsibilities, authority, and compensation of the General Manager shall be as follows:

a. The general manager shall participate in the supervision of all day-to-day business operations of the Joint Venture and shall have the power to execute on behalf of the Joint Venture all contracts and documents relating to transactions and development of the property which are a part of the ordinary day-to-day conduct of business of this Joint Venture.

b. The general manager shall have authority to execute all other contracts and documents on behalf of the Joint Venture in its day-to-day operation. The persons dealing with the Joint Venture, may, however, rely absolutely on the

agreements and contracts made by and the documents executed by the General Manager, having been duly authorized by the members of the Joint Venture and as instruments binding upon the Joint Venture and the members thereof.

c. The General Manager is hereby designated as the Tax Management Partner for United States federal income tax purposes and State of Idaho income tax purposes.

d. The General Manager shall be compensated as an expense to the joint venture for his duties as a general manager in a reasonable sum.

7. Ownership Interests; Profits and Losses. L & M shall have a fifty-one (51%) percent ownership interest in the Joint Venture. CLEAR LAKE shall have a forty-nine (49%) percent ownership interest in the Joint Venture. Profits and losses (including operating profits and losses as well as ordinary or capital gains and losses) of this Joint Venture shall be allocated to the members in proportion to their respective ownership interests, and their respective capital accounts shall be adjusted accordingly.

8. Capital Accounts. A capital account shall be established and maintained for each member of the Joint Venture. The capital account of a member shall consist of (i) such member's capital contributions, (ii) plus or minus such member's share of Joint Venture net income or loss (computed as provided in this Agreement), (iii) minus any distributions to such member from the Joint Venture, and (iv) plus or minus appropriate adjustments necessary to reflect any transactions or occurrences which, in accordance with generally accepted accounting principles, require adjustment to the capital accounts of members.

9. Accounting Policies. Unless otherwise agreed by the members of the Joint Venture, the accounting policies of the Joint Venture will be as follows:

a. The books and records will be maintained on the cash basis.

b. The Joint Venture shall take all steps necessary to be treated as a partnership for United States federal income tax purposes and State of Idaho state tax purposes.

c. Cash flow is not necessarily related to "net profits". Accordingly, cash distributions to members of the Joint Venture during an accounting period may be more or less than the actual "net profits" during such accounting period. Any differential between cash distributions and net profits will be reflected by appropriate adjustments to the capital accounts of the members of the Joint Venture.

10. Books of Account. It is agreed that there shall at all times during the continuation of this Joint Venture be kept true and proper books of account, in accordance with generally accepted accounting principles. Each partner to the Joint Venture shall appoint a representative who shall have the right to review the books of account, upon giving L & M reasonable notice of such request.

11. Accountings. Accountings between the members of the Joint Venture shall be had at such times, but not less than once annually, as the Joint Venture may from time to time designate. At such times profits and losses, as the case may be, shall be determined and the respective accounts of the members debited or credited accordingly. Any net positive cash flow of the Joint Venture, after establishment of reasonable reserves for future expenses and other cash requirements, shall be distributed to the members at intervals to be determined by the Joint Venture. In the event of deficit cash flows, each member shall contribute its proportionate amounts required to cover such deficits and provide for current payment of operating expenses in relationship to their respective interest in the Joint Venture.

12. Bookkeeping and Payroll Services. L & M agrees to perform ordinary bookkeeping and payroll services for the Joint Venture and the Joint Venture agrees to insure that they are paid for any outside costs incurred therein.

13. Bank Accounts; Cash Disbursements. The cash of the Joint Venture shall be deposited in such bank accounts as may from time to time be deemed advisable by the General Manager. Withdrawals from Joint Venture accounts may be made by the General Manager or such person or persons as it may from time to time designate as an authorized party or parties.

14. Determination of Development Strategies and Cash Contributions to the Joint Venture. It is understood and agreed that the General Manager shall have the right to make general management decisions as to which property to develop first and how the same will be developed and marketed. The General Manager, however, shall keep CLEAR LAKE fully informed as to its

intent and agrees to listen to input from CLEAR LAKE. However, it is understood that the final determination as to development, marketing and progression of development and marketing shall be with the general manager and the general manager's decision shall be final. It is understood and agreed that all decisions and strategies shall be made in an attempt to maximize profits for the Joint Venture and insure the least amount of risk, based upon the information and knowledge known at the time the decision is made. It is further understood and agreed by the partners that certain funds may have to be borrowed to insure the orderly development of this property. In that regard, the Joint Venture will look to outside commercial lending institutions for the lending of funds necessary to complete the project. So long as these funds can be received timely with costs including an interest rate to the joint venture which is acceptable to the general manager, then such funds may be borrowed. If any stockholder of the two corporations represented in this joint venture agree to sign and do sign personal guarantees to lending institutions or persons in order to enable the joint venture to receive financing for this project, then in that event, said person or persons giving their personal guarantee for whatever amounts said personal guarantees are, shall be entitled to a fee of two percent (2%) annually of the amount guaranteed, so long as there are amounts due and owing for which the individual has given their personal guarantee. Should commercial financing not be available under terms and conditions satisfactory to the general manager, then in that event, the general manager shall call for cash allocations from the respective partners to this joint venture in proportion to their respective interests. As a hypothetical example only, assume that a \$100,000.00 cash call is made by the general manager. In that event, \$51,000.00 would be contributed by Partner L & M and \$49,000.00 from Partner CLEAR LAKE. Should either partner not have the ability to come up with their proportionate share of funds and one or the other takes on the responsibility of loaning the full amount or a portion to the joint venture, then in that event, the partner lending said monies shall have the right to receive interest on the proportionate share of the monies that he has put up for the other joint venture partner at a rate equal to two percent (2%) above the commercial real estate loan rate as given by First Security Bank, Twin Falls, Idaho on the date said funds are loaned to the joint venture. If one joint venture partner does loan funds to the joint venture which funds were the responsibility of the other joint venture partner (their proportionate share), then the loaning joint venture partner shall receive, in addition to the interest rate set forth above, security for the loan in the form of a perfected security

interest in the non-loaning joint venture partner's interest in the joint venture and real and personal property which said partner is bringing to the joint venture. This security interest shall be in a fashion either through security of real estate, security on personal property, or security on both, as, in the opinion of the joint venture partner loaning the money, is necessary to secure the loan which they are making.

If a cash call is made by the general partner, the joint venture partner shall have thirty (30) days from the date said cash call is made to make their contribution.

15. Additional compensation paid to Partner L & M. As additional compensation for an inducement for L & M to enter into this Joint Venture Agreement, CLEAR LAKE shall transfer, free and clear of all encumbrances, any two lots. However, lots 1 and 2 of Phase 1 of this project shall not be included and will not be available to L & M in accordance with the provisions of this Paragraph.

16. Accounts Receivable and Other Assets of the Joint Venture. It is understood and agreed that the Joint Venture shall have available to it the following accounts receivable, which are an asset of the Joint Venture and for which the Partners have their respective interest, to wit:

a. There are nine current country club memberships which are owned by CLEAR LAKE and have a value of FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00) for the purpose of this Agreement. An undivided fifty-one percent interest in said nine current country club memberships is hereby transferred to L & M as a part of this Agreement. Said memberships shall be held by the joint venture to be sold from time to time as determined in the best interests of the joint venture by the general manager. CLEAR LAKE states and warrants that said nine country club memberships in the Clear Lake Country Club are owned free and clear and there are no encumbrances or claims against the same.

b. There are forty-nine non-current country club memberships which, pursuant to an agreement executed on the 21st day of April, 1987 by CLEAR LAKE and the Buhl Country Club, Inc. gives CLEAR LAKE the option to purchase forty-nine additional memberships at a cost of ONE THOUSAND FIVE HUNDRED (\$1,500.00) per membership. CLEAR LAKE represents and warrants that said forty-nine memberships can be purchased at a price of ONE THOUSAND FIVE HUNDRED (\$1,500.00) per membership. These options to purchase the memberships are more particularly set forth in that certain agreement referenced above in this subparagraph and

CLEAR LAKE does herein assign, transfer and set over unto Partner L & M an undivided 51% interest in and to said forty-nine non-current country club memberships and assigns to L & M the right to purchase said memberships from the Buhl Country Club in accordance with said agreement. CLEAR LAKE states that the Buhl Country Club agreement set forth above is in full force and effect and there are no encumbrances or reasons why CLEAR LAKE does not have the right to activate said option and purchase said country club shares.

c. That certain Promissory Note executed by Mr. William Bill Smallwood in the principal sum of THIRTY THOUSAND (\$30,000.00) payable at the rate of ONE THOUSAND (\$1,000.00) DOLLARS per month, with the first monthly payment due on September 1, 1991, accruing interest at the rate of 11% per annum. Said Promissory Note is secured by a Deed of Trust on real property in Gooding County, Idaho. Partner CLEAR LAKE does hereby assign, transfer, sell and grant unto Partner L & M an undivided 51% interest in and to said Promissory Note and Deed of Trust and hereby assigns the same to L & M.

d. It is understood and agreed that CLEAR LAKE is involved in one lawsuit which may affect the property subject to this particular Joint Venture Agreement. This is a claim by Russell Lively (an architect), which has been reduced to a lawsuit in the Fifth Judicial District Court in which Lively is suing CLEAR LAKE for compensation for services rendered as an architect. CLEAR LAKE believes it has some defenses to this action and wants to defend the same. CLEAR LAKE agrees to hold L & M harmless from any and all causes of action, claims, monetary damages, attorney fees, and to timely pay and/or appeal any judgments and hold L & M harmless from any and all other causes of action, claims or judgments emanating from business done by CLEAR LAKE, any of its stockholders, agents or representatives prior to the date of this Agreement. CLEAR LAKE agrees to place SIXTEEN THOUSAND (\$16,000.00) DOLLARS of the funds being transferred to it by L & M as a part of this Agreement, in a separate fund, which funds shall be used exclusively to pay off or settle the Lively transaction. Said funds can be used for no other purpose so long as there is an outstanding claim or judgment by Lively. Should the Lively judgment be in excess of SIXTEEN THOUSAND (\$16,000.00) DOLLARS, Partner CLEAR LAKE agrees to immediately pay said amounts to relieve said judgment.

17. Sale of a Member's Interest in Joint Venture. No member of this Joint Venture may sell, assign or transfer such member's interest in the Joint Venture, unless such member has

first tendered in writing to the other member a written, bona fide offer from a third party to purchase such ownership interest. The member receiving said written notification shall have the right to purchase that interest at the same price and under the same terms and conditions as it is proposed to sell such ownership interest to the third party. The member shall have 45 days from the date the offer is presented in which to accept the same.

18. Notices. CLEAR LAKE shall at all times maintain on file at the principal place of business of the Joint Venture an address of CLEAR LAKE for the purpose of receiving all notices pursuant to this Agreement. All notices hereunder shall be deemed given when personally delivered to the registered agent of CLEAR LAKE and/or a member of the Board of Directors, or when deposited in the United States Mail by certified or registered mail, postage fully prepaid, addressed to CLEAR LAKE at the last address filed by CLEAR LAKE as its principal place of business.

19. Fiduciary Obligations. Each member has outside business interests in other areas, and no member is expected to devote any particular portion of its time to the affairs of the Joint Venture. No member shall act contrary to the best interests of the Joint Venture, but members shall otherwise be under no fiduciary obligation to first tender to the Joint Venture any other business opportunities presented to them, or in which they may from time to time participate.

20. Other Matters.

a. The provisions contained herein shall inure to the benefit of and shall be binding upon the successors and assigns of all parties hereto.

b. This Agreement is made in the State of Idaho and its provisions shall be construed in accordance with the laws of the State of Idaho. Except where inconsistent with the express provisions of this Agreement, the rights, duties and liabilities of the parties hereto shall be governed by the general partnership laws of the State of Idaho.

c. This Agreement was drafted by the Attorney who represents Partner L & M only. No inferences shall be drawn from the fact that this Agreement was drafted by Partner L & M's Attorney, but such agreement shall be given its fair meaning in accordance with the laws of the State of Idaho.

d. CLEAR LAKE agrees to hold L & M harmless from any and all causes of action, claims, demands, loss, and liability whatsoever arising out of the conduct of CLEAR LAKE, its shareholders, its Board of Directors or representatives which action or occurrence occurred prior to the date of this Agreement. CLEAR LAKE agrees to reimburse L & M for all out-of-pocket costs incurred, including attorney fees, should a cause of action, claim, demand, loss or any liability arise based on the actions and conduct of CLEAR LAKE its shareholders, its Board of Directors or representatives which action or occurrence occurred prior to this Joint Venture Agreement becoming effective. CLEAR LAKE further agrees to defend L & M with counsel satisfactory to L & M from all such causes of action, causes of action, claims, demands, loss, and liability whatsoever, for so long as such action, claim, demand, loss or liability exists.

e. CLEAR LAKE warrants and covenants that, as of the date of execution of this Agreement, that Phase 1 of the Clear Lake Ranch Subdivision has been platted and sold and CLEAR LAKE knows of no reason why the remainder of the planned unit development as contemplated cannot be platted. CLEAR LAKE further warrants and covenants that the South Central District Health Department has conducted a field survey on the real property contemplated for this subdivision and have determined from said field survey in accordance with a letter dated May 29, 1990, that the septic tank and standard drain fields for single-family residences can be placed on the following lots:

Lots 25	Lots 34	Lots 50	Lots 65	Lots 76
27	35	51	66	77
28	36	52	67	81
29	40	53	68	82
30	41	54	69	84
31	43	55	70	85
32	48	63	74	86
33	49	64	75	87

The South Central District Health Department has approved alternative septic systems consisting primarily of raised drainfield (mound systems), intrench sand filters, or recirculatory sand filters on the following lots:

Lots 37	Lots 56	Lots 78 recirculating sand filter
38	57	79 recirculating sand filter
39	58	80 recirculating sand filter
42	59	71 casing of irrigation ditch
44	60	72 casing of irrigation ditch
45	61	73 casing of irrigation ditch
46	62	
47		

CLEAR LAKE also covenants and warrants that the existing central water system that is serving Phase 1 is sufficient to provide adequate domestic water for the use of 61 lots, which are proposed to be developed through this Joint Venture Agreement. CLEAR LAKE covenants and warrants that the pressure and amount of water will be satisfactory and meet all code requirements and that said water has passed any and all tests to meet all requirements for domestic water in accordance with all statutes, rules, regulations of any state, federal or local entity having jurisdiction over said water supply, as of the date this Joint Venture Agreement is being executed. CLEAR LAKE does state that there may be the need to place an additional storage tank on the premises in order to satisfy the South Central District Health Department in reference to the adequate supply of chlorinated water throughout the proposed project. At this time, CLEAR LAKE has not had any indication from the South Central District Health Department that this may be necessary.

f. The use of the term "member" or "partner" in this Joint Venture Agreement refers to CLEAR LAKE as a corporation and refers to L & M as a corporation. When a designation is made or reference is made to parties or stockholders of the respective member entities, such is specifically referred to in this Agreement.

g. Each Joint Venture Member agrees that all taxes, assessments, water fees, and insurance on the real and personal property shall be pro-rated as of the date of closing and transfer of the 51% undivided interest to Member L & M. This transaction shall be closed by First American Title Company at Gooding, Idaho and each party agrees to pay one-half of said closing agent's cost. CLEAR LAKE agrees to reimburse L & M for one-half of L & M's attorney fees incurred in drafting the documents for this Agreement. As mentioned before in this agreement, said attorney represents L & M only.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

CLEAR LAKE CORPORATION

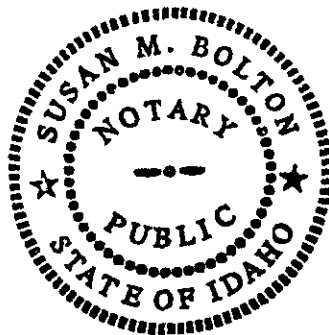
BY: David Brush
David Brush, President.
Mrs. Mary McCormick - Secretary
L & M, INC.

BY: Jon Mellen
Jon Mellen, President

STATE OF IDAHO)
 : SS
COUNTY OF GOODING)

On This 23rd day of July, in the year 1991, before me, a Notary Public in and for said State, personally appeared David Brush and Nancy McCormick, known or identified to me to be the President and Secretary of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

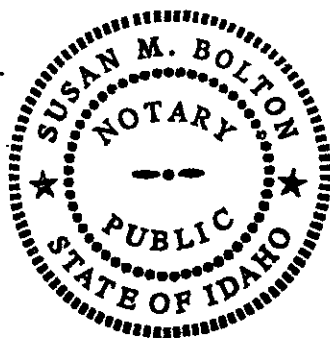
Susan M. Bolton
Notary Public of Idaho
Residing at Gooding, ID
Commission Expires: 10-16-92



STATE OF IDAHO)
 : SS
COUNTY OF GOODING)

On This 23rd day of July, in the year 1991, before me, a Notary Public in and for said State, personally appeared Jon Mellen, known or identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Susan M. Bolton
Notary Public of Idaho
Residing at Gooding, ID
Commission Expires: 10-16-92



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1991 10 16

EXHIBIT A

PARCEL I

That portion of land located in Government Lots 5, 6, 12, 13 and 15 of Section 1; Part of Government Lots 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2; and Part of Government Lots 5 and 6 of Section 11, all in Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

Being described as follows:

BEGINNING at the Northeast corner of said Section 2;

Thence along the Easterly boundary line of said Section

South 00° 29' 23" West, 5,209.11 feet to the meander corner of Sections 1 and 2 on the right bank of the Snake River, said point lying on the Easterly boundary of said Government Lot 9, Section 2 and is the TRUE POINT OF BEGINNING;

Thence along said right meander line of the Snake River the following successive courses:

South 63° 42' 23" West, 163.71 feet to a point on the Northerly boundary line of said Government Lot 5 of Section 11, said point being the meander corner between Sections 2 and 11;

Thence South 64° 38' 00" West, 464.00 feet;

Thence South 53° 00' 00" West, 432.00 feet;

Thence South 74° 54' 00" West, 326.00 feet;

Thence North 88° 16' 00" West, 330.00 feet;

Thence North 75° 23' 25" West, 328.34 feet;

Thence leaving said meander line North 17° 44' 09" East, 43.08 feet;

Thence North 68° 44' 09" East, 167.60 feet;

Thence North 50° 29' 09" East, 95.20 feet;

Thence North 27° 31' 09" East, 140.90 feet;

Thence North 06° 35' 09" East, 167.60 feet to a point on the Southerly boundary line of said Government Lot 9 of Section 2;

Thence North 20° 29' 51" West, 400.20 feet;

Thence North 04° 19' 09" East, 230.80 feet;

Thence North 80° 47' 09" East, 175.50 feet;

Thence North 36° 39' 09" East, 159.60 feet;

Thence South 88° 03' 51" East, 100.70 feet;

CONTINUED

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EXHIBIT A CONTINUED

Thence North 49° 13' 09" East, 136.48 feet;
Thence North 30° 15' 09" East, 233.70 feet;
Thence North 68° 56' 09" East, 98.00 feet;
Thence North 36° 03' 09" East, 195.00 feet;
Thence North 65° 40' 45" East, 131.10 feet to a point lying on
the Southerly boundary line of said Government Lot 8 of
Section 2;

Thence along said Southerly boundary line of Government Lot 8
North 89° 46' 51" West 603.30 feet to a point on the
Southerly boundary line of said Northwest Quarter of the
Southeast Quarter;

Thence along the Westerly meander line of Clear Lake the following
successive courses:

Thence North 62° 33' 00" West, 46.00 feet;
Thence South 77° 28' 00" West, 46.00 feet;
Thence North 50° 32' 00" West, 110.00 feet;
Thence North 90° 00' 00" West, 40.00 feet;
Thence North 52° 42' 00" West, 132.00 feet;
Thence North 90° 00' 00" West, 35.00 feet;
Thence North 54° 28' 00" West, 43.00 feet;
Thence North 36° 52' 00" West, 200.00 feet;
Thence North 13° 00' 00" West, 266.00 feet;
Thence North 42° 44' 13" West, 52.95 feet;

Thence leaving said Westerly meander line of Clear Lake North
05° 51' 30" East, 143.70 feet;

Thence North 85° 52' 10" East, 277.70 feet;
Thence South 73° 54' 30" East, 155.10 feet;
Thence South 35° 44' 20" East, 131.80 feet;
Thence South 88° 38' 20" East, 43.00 feet;
Thence North 62° 25' 33" East, 120.79 feet;
Thence North 85° 16' 33" East, 424.77 feet;
Thence South 58° 27' 28" East, 119.95 feet;
Thence South 81° 47' 18" East, 98.83 feet;

Thence North 83° 38' 32" East, 671.17 feet to a point
on the Westerly boundary line of said Government Lot 12,
Section 1;

Thence North 83° 38' 32" East, 524.37 feet;
Thence North 62° 47' 00" East, 225.00 feet;
Thence South 86° 15' 00" East, 90.00 feet;
Thence North 83° 38' 32" East, 465.00 feet;
Thence North 00° 00' 00" East, 755.98 feet to a point on
the Southerly right of way line of Clear Lake Road;

Thence along said Southerly right of way on a curve to the
left, a distance of 47.27 feet, said curve having an
interior angle of 05° 42' 05", a radius of 475.00 feet
and a long chord bearing of North 84° 49' 22" West,
47.25 feet;

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EXHIBIT A CONTINUED

Thence North 02° 19' 15" East, 50.00 feet to a point on the Northerly right of way of said Clear Lake Road;

Thence leaving the Northerly right of way of Clear Lake Road North 79° 31' 44" East, 1,458.64 feet to a point on the Easterly boundary line of said Government Lot 6;

Thence along said Easterly boundary line South 00° 22' 06" West, 1,932.57 feet to a point on the right meander line of the Snake River;

Thence along said right meander line of the Snake River the following successive courses:

Thence South 71° 16' 00" West, 460.00 feet;

Thence South 88° 47' 00" West, 235.00 feet;

Thence North 53° 23' 00" West, 180.00 feet;

Thence North 86° 35' 00" West, 334.00 feet;

Thence South 75° 36' 53" West, 147.00 feet;

Thence South 40° 37' 00" West, 95.00 feet;

Thence South 02° 00' 00" West, 201.00 feet;

Thence South 31° 19' 00" West, 200.00 feet;

Thence South 25° 12' 00" West, 207.00 feet;

Thence South 58° 08' 00" West, 919.00 feet;

Thence South 64° 41' 28" West, 370.32 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described land:

That portion of said land lying within the boundaries of the Clear Lake Ranch, a Planned Unit Development Phase 1, recorded March 8, 1989 as Instrument No. 135764, records of Gooding County, Idaho.

ALSO EXCEPTING

The following legal description is based upon a land survey performed by Stephen R. Padoris, Idaho registration Number RLS 5291 and a Record of Survey filed May 17, 1988, as Instrument No. 132201 in accordance with Idaho Code Title 55, chapter 19 in the Records of Gooding County, Idaho. The basis of bearing, monuments found and monuments set are as identified on said survey, The above mentioned Record of Survey is hereby made an integral part of the following written legal description and as such the two documents must not be separated during subsequent reproduction of said written legal description:

A parcel of land situated in Government Lots 7 and 9 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho, described as follows:

CONTINUED

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EXHIBIT A CONTINUED

BEGINNING at the meander corner of Sections 1 and 2 on the Right bank of the Snake River as shown in a Record of Survey drawing as Instrument No 105190, filed on December 14, 1983, in the Gooding County Records Office, said point being monumented with an Aluminum cap on a 2" pipe and lying South 00° 29' 23" West, 5,209.11 feet from the Northeast corner of said Section 2, said point also lies on the Easterly boundary of Government Lot 9 of Section 2;

Thence North 69° 21' 22" West, 1,598.44 feet to a point on the Westerly boundary of Clear Lake Ranch, Inc., said point being a chiseled "X" on a rock and lying South 18° 20' 40" West, 4,894.10 feet from the Northeast corner of said Section 2 and lying South 36° 39' 09" East 159.60 feet from an angle point on the Westerly boundary of said Clear Lake Ranch, Inc., property said point being monumented with a 5/8" rebar with cap marked "PELS 3260" said point also being the TRUE POINT OF BEGINNING;

Thence along said Westerly boundary of Clear Lake Ranch, Inc., North 36° 39' 09" East, 40.80 feet to a point being monumented by a 1/2" rebar with cap marked "LS 5291";

Thence South 65° 13' 36" East, 248.68 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence South 8° 00' 00" West, 143.94 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 83° 00' 00" West, 191.00 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 12° 00' 00" West, 195.00 feet to the TRUE POINT OF BEGINNING.

PARCEL II

Lots 1 and 2 in Block 1 of CLEAR LAKE RANCH, a Planned Unit Development, Phase I, Gooding County, Idaho, according to the plat thereof recorded in the Office of the County Recorder of said County.

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EXHIBIT A CONTINUED

PARCEL III

Lots 5, 6, 12, 13 and 15 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5, 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5 and 6 of Section 11, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

EXCEPT a Parcel of land set forth in Quitclaim Deed, recorded January 13, 1913 in Book 21 of Deeds, Page 63, described as follows:

A Strip of land 50 feet wide, beginning at a point 2,863.7 feet, South 0° 06' West from the Northeast corner of the Northwest Quarter of Section 1, Township 9 South, Range 14, East of the Boise Meridian;
Thence in a general direction North 62° 54' West, 1,442.5 feet varying from a straight line to follow the South bank of a draw or gulch extending in the direction to the Base of Rim Rock;
Thence in a Westerly direction parallel to and along base of rim rock to a point 75 feet South of the Northwest corner of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, said land being part of Lots 5 and 6, Section 1, Lots 5 and 6, Section 2, and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian.

AND EXCEPT a Parcel of land set forth in Warranty Deed, recorded December 3, 1917 in Book 3 of Deeds, Page 372, described as follows:

Parcel of land situated in Lot 5 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, and in Lot 5 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, beginning at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone

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EXHIBIT A CONTINUED

is marked with five notches on the West side and one notch on the East Side and from which a lava stone located at the Northwest corner of said Section 2, and which is marked with four notches on the West side and two notches on the East side, bears North 89° 45' West, as shown by the survey and official plat of said Township 9 South, Range 14 East of the Boise Meridian, on file in the office of the United States Surveyor General at Boise, Idaho;

Thence from a line produced through said two section corner stones turning an angle of 89° 57' through the Southeast quadrant to a course South 0° 12' West and measuring on this course a distance of 1,970 feet to a stone, which is the real place of beginning;

Thence South 81° 47' West, 1,336 feet to a stone;

Thence South 424.5 feet, more or less, to a point on the West line of Lot 5 of said Section 2 from which point a lava witness stone bears South 80° 16' West a distance of 555.1 feet, and from which said lava witness stone a lava stone set at the center of said Section 2 by one J. Koets Esquire, County Surveyor for Lincoln County, Idaho, bears North 87° 12' West a distance of 807 feet;

Thence from said point on the West line of said Lot 5 of said Section 2 North 80° 16' East, 1,099.6 feet to a stone;

Thence South 42° 52' East, 150 feet to a stone;

Thence continuing on the same course to a point where said course intersects the meander line of the North bank of Snake River, as shown by the survey and official plat of Township 9 South, Range 14, East of the Boise Meridian hereinbefore mentioned;

Thence along said meander line in a Northeasterly direction to the intersection of said meander line with the course hereinbefore described as being from a line produced through the section corner stones located at the Northeast corner and the Northwest corner of said Section 2, Township 9 South, Range 14, East of the Boise Meridian, and turning an angle of 89° 57' through the Southeast quadrant to a course South 0° 12' West;

Thence North along said course 0° 12' East to the POINT OF BEGINNING.

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MICROFILMED

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EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 Deeds, Page 388, described as follows:

BEGINNING at the Southwest corner of Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian;

Thence South 89° 43' East upon and along the South boundary of said Northwest Quarter of the Southeast Quarter of Section 2 a distance of 1,320 feet, more or less, to a point on the Westerly bank of Clear Lake at the water line which is the real point of beginning;

Thence continuing South 89° 43' East, 603.3 feet, more or less, to a point Easterly of the Easterly bank of Clear Lake;

Thence South 66° 05' West, 131.1 feet;

Thence South 36° 07' West, 195.0 feet;

Thence South 69° 0' West, 98.0 feet;

Thence South 30° 19' West, 233.7 feet;

Thence South 49° 17' West, 158.5 feet;

Thence North 88° 00' West, 100.7 feet;

Thence South 36° 43' West, 159.6 feet;

Thence South 80° 51' West, 175.5 feet;

Thence South 4° 23' West, 230.8 feet;

Thence South 20° 26' East, 400.2 feet to a point on the section line between Sections 2 and 11, Township 9 South, Range 14, East of the Boise Meridian from which the quarter section corner common to said Section 2 and 11 bears South 89° 54' West 1,118.4 feet;

Thence South 06° 39' West 167.6 feet;

Thence South 27° 35' West, 140.9 feet;

Thence South 50° 33' West, 95.2 feet;

Thence South 68° 48' West, 167.6 feet;

Thence South 17° 48' West, 43.08 feet to Snake River;

Thence Westerly along Snake River and across the mouth or outlet of Clear Lake Creek a distance of 244 feet, more or less, to a point on the West bank of Clear Lake Creek at the confluence of the West bank of Clear Lake Creek with Snake River;

Thence Northerly and upstream along the West or right bank of Clear Lake Creek and Clear Lake to the real POINT OF BEGINNING.

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EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 of Deeds, Page 390, described as follows:

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, in accordance with the Government Map of the Dependent Resurvey of said Section 2, dated April 17, 1918, and accepted June 11, 1920, containing approximately ten (10) acres;
BEGINNING at the Southeast corner of the above described premises,
Thence East upon and along the South boundary of Northwest Quarter of the Southeast Quarter of said Section 2 to Clear Lake;
Thence Westerly and Northwesterly along the Southwest side of said Clear Lake to the East line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2;
Thence approximately South along said East line to the POINT OF BEGINNING.

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded November 23, 1965 as Instrument No. 16385 and No. 16387, described as follows:

A tract of land located in Lots 5, 6 and 8 of Section 2 and Lots 5 and 12 of Section 1, all in Township 9 South, Range 14, East of the Boise Meridian, described as follows:

COMMENCING at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone is marked with five notches on the West side and one notch on the East side and from which the Quarter corner common to said Sections 2 and 35, as marked during the retracement of part of the North boundary of said Township 9 South in 1915, bears North 89° 38' West;
Thence running South 0° 22' West, along a line which runs through a cross in a stone described in deed from Otis E. Syster and Mary E. Syster, Husband & Wife, to Idaho Power Company, recorded in Book 3 of Deeds at Page 372,

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MICROFILM

EXHIBIT A CONTINUED

records of Gooding County, Idaho as bearing South 0° 12' West and as being 1970 feet from said section corner 2507 feet to the REAL POINT OF BEGINNING which is on the meander line as described in the above mentioned deed to Idaho Power Company, and from which an iron reinforcing bar bears North 62° 27' East and is 2 feet in distance; Thence running South 62° 27' West, along said meander line 125.5 feet;

Thence North 41° 43' West, along a line described in the above mentioned deed as bearing South 42° 52' East, 183 feet to a point which is described in said deed as being on a line which bears North 80° 16' East, and is 1,099.6 feet from a stone on the West line of Lot 5 of said Section 2 and is also described in said deed as being on a line extended through the above mentioned stone and a lava witness stone;

Thence running South 82° 05' West, on the line between said stones extended, for 44 feet;

Thence South 21° 44' East, along the present fence 97.3 feet;

Thence South 43° 10' East, along the present fence 153.6 feet;

Thence South 51° 53' East, along the present fence 214.7 feet;

Thence South 58° 30' East, along the present fence 179.9 feet;

Thence South 56° 35' East, along the present fence 168.0 feet to a steel pipe corner post;

Thence South 52° 57' East, along the present fence 82.9 feet;

Thence South 74° 50' East, along the present fence 110.9 feet;

Thence North 66° 52' East, along the present fence 202.7 feet;

Thence North 30° 40' East, along the present fence 37.7 feet to a fence corner post;

Thence North 15° 41' West, approximately 425 feet to the Southern end of the present fence;

Thence North 15° 41' West, along said fence 260 feet more or less to the Southerly right-of-way of the present county road;

Thence Westerly along said right-of-way 525 feet more or less, to its intersection with the line running between the above described section corners and the real point of beginning;

Thence South 0° 22' West, along said line 220 feet more or less to the real POINT OF BEGINNING.

CONTINUED

MICROFILMED

2011

EXHIBIT A CONTINUED

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 17, 1975 as Instrument No. 57405, described as follows:

A parcel of land located in Lot 9 in Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, and being more specifically described as follows:

Beginning at the South Quarter Corner of Section 2 from
which the North Quarter Corner of said Section 2 bears
North 0°54'10" East;
Thence North 71°31'00" East, 2,154.75 feet to the TRUE POINT
OF BEGINNING;
Thence North 17°14'28" West, 379.00 feet;
Thence North 65°41'39" East, 120.00 feet;
Thence South 17°14'28" East, 379.00 feet;
Thence South 65°41'39" West, 120.00 feet to the TRUE POINT
OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed recorded March 29, 1976 as Instrument No. 58796 and 58794, described as follows:

Part of Lot 12 in Section 1 and part of Lots 5, 6 and 8 in Section 2, all in Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 2;
Thence South 0°12' West, along the Section line 78.90 feet
to the TRUE POINT OF BEGINNING;
Thence South 52°13'03" East, 41.94 feet measured angle and
distance (South 51°53' East, 42.01 feet record angle and
distance) to an existing steel pine set in concrete;
Thence South 58°44'14" East, 179.65 feet measured angle
and distance (South 58°30' East, 179.9 feet record angle
a distance) to an existing steel pin set in concrete;
Thence South 56°16'19" East, 167.46 feet measured angle
and distance (South 56°35' East, 168.0 feet record angle
and distance) to an existing steel pin set in concrete;
Thence South 53°26'19" East, 83.14 feet measured angle and
distance (South 52°57' East, 82.9 feet record angle and
distance) to an existing steel pin set in concrete;
Thence South 74°55'28" East, 110.95 feet measured angle
and distance (South 74°50' East, 110.9 feet record angle
and distance) to an existing steel pine set in concrete;
Thence South 7°20'02" East, 129.28 feet measured angle and
distance to a 1/2" x 30" steel pine set;

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

Thence South 83°20'10" West, 59.53 feet measured angle and distance to a point on the centerline of the beginning of a permanent roadway easement;
Thence South 83°20' 10" West, 1,136.01 feet measured angle and distance to a 58" x 30" steel pin set;
Thence North 16°32'20" East, 911.43 feet measured angle and distance (North 16°43.8' East, measured angle) to a 5/8" x 30" steel pin set also being a point on the Southerly boundary of Idaho Power Company survey as made by L. W. Burnap;
Thence South 86°21'22" East, 133.78 feet measured angle and distance to an inaccessible point in an existing concrete flume, also being a Northwesterly corner of the Snake River Trout Company;
Thence South 22°48'58" East, 96.19 feet measured angle and distance (South 21°44' East, 97.3 feet record angle and distance) to a point on the Westerly boundary of the Snake River Trout Company;
Thence South 42°37'58" East, 154.05 feet measured angle and distance (South 43°10' East, 153.6 feet record angle and distance) to an existing steel pin set in concrete;
Thence South 52°13'03" East 172.36 feet measured angle and distance (South 51°53' East, 172.69 feet record angle and distance) to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Corporate Warranty Deed recorded November 10, 1983, as instrument No. 104634, described as follows:

Part of the North Half of the Southeast Quarter of Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the South One Quarter corner of said Section 2;
Thence along the West boundary line of said Southeast Quarter, North 0°39'40" East, 1972.59 feet (North 0°54'10" East, 1972.06 feet) to the Northwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, said corner is also the TRUE POINT OF BEGINNING;
Thence along the North boundary line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 89°43'53" East, 664.53 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter;

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

Thence along the East boundary line of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 0°37'06" West, 10.78 feet;

Thence South 88°50'50" East, 26.61 feet to a point which lies South 88°48'13" East, 691.16 feet (South 88°36'20" East 691.16 feet) from the true point of beginning;

Thence along a meander line of the North shore of Clear Lake the following successive courses:

North 6°48'07" East, 159.88 feet (North 7°02'37" East, 159.88 feet);

North 86°53'41" East, 309.74 feet (North 87°08'11" East, 309.74 feet);

South 70°23'03" East, 147.88 feet (South 70°08'33" East, 147.88 feet);

South 34°07'56" East, 115.93 feet (South 33°53'26" East, 115.93 feet);

North 78°06'02" East, 148.81 feet (North 75°19'53" East, 104.51 feet) to a point on the West line of the Amended Dick Kaster lease boundary dated May 25, 1968 and recorded as Instrument No. 26377, records of Gooding County, Idaho;

Thence along said amended lease boundary line North 12°01'08" West, 618.02 feet to a point on the North boundary line of the Northwest Quarter of the Southeast Quarter, Section 2 (recorded as North 10°40.4' West, 614.55 feet in said amended lease), said point lies North 89°40'56" West, 95.14 feet from the Northeast corner of said Northwest Quarter of the Southeast Quarter;

Thence continuing along said North boundary line of the Northwest Quarter of the Southeast Quarter, North 89°40'56" West, 1,118.35 feet (North 89°42'49" West) to a point on the South Right-of-Way line of Clear Springs Road, said point lies South 89°40'56" East, 114.58 feet from the Center One Quarter Corner of Section 2;

Thence along said South Right-of-Way line on a curve to the left having a interior angle of 4°03'55", a radius of 845.00 feet and a long chord bearing of South 69°15'10" West, 59.74 feet;

Thence along said South Right-of-Way line on a curve to the right having a interior angle of 4°02'34", a radius

CONTINUED

MICROFILM

1981

EXHIBIT A CONTINUED

of 895.00 feet and a long chord bearing of South 69°14'30" West, 63.14 feet to a point on the West boundary line of the Northwest Quarter of the Southeast Quarter (South 77°28'04" West, 153.51 feet) said point lies South 0°39'40" West, 44.24 feet from the Center One Quarter Corner of Section 2;

Thence Along said West boundary lines South 0°39'40" West, 613.28 feet (South 0°54'10" West, 621.67 feet) to the TRUE POINT OF BEGINNING.

AND

Part of Lots 5 and 12 of Section 1, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the Northwest corner of said Section 1;

Thence South 12°26'30" East, 2,315.58 feet to a point on the Southerly Right-of-Way line of Clear Springs Road, said point lies North 52°32'16" East, 657.16 feet from the West One Quarter Corner of Section 1, (said point being described as the Northeast corner of a parcel in a deed dated November 10, 1965 and recorded as Instrument No. 16385), and is the TRUE POINT OF BEGINNING;

Thence along the following successive courses:

Along a fence line South 16°18'58" East, 262.33 feet to a fence post (recorded as South 15°41' East, 260 feet);

Thence South 15°02'44" East, 425.47 feet to a concrete monument (recorded as South 15°41' East, 425 feet more or less in the above deed);

Thence South 30°44'40" West, 37.65 feet to concrete monument (recorded as South 30°10' West, 37.7 feet in the above deed);

Thence South 67°00'16" West, 202.51 feet to a concrete monument (recorded as South 66°52' West, 202.7 feet in the above deed);

Thence South 7°12'24" East, 129.28 feet (said line being described as South 7°20'02" East, 129.28 feet in a deed dated October 25, 1979 and recorded as Instrument No. 79691, records of Gooding County, Idaho);

Thence North 62°47'00" East, 225.00 feet;

Thence South 86°15'00" East, 90.00 feet;

Thence North 83°38'32" East, 465.00 feet;

Thence North 0°00'00" East, 755.98 feet to a point on the Southerly Right-of-Way line of Clear Springs Road;

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MICROFILMED

EXHIBIT A CONTINUED

Thence continuing along said South Right-of-Way on a curve left having an interior angle of 5°42'00", a radius of 475.00 feet and a long chord bearing of North 84°49'45" West, 47.24 feet;
Thence along said South right-of-Way North 87°40'45" West, 490.00 feet;
Thence along said South Right-of-Way on a curve left having an interior angle of 16°00'00", a radius of 625.00 feet and a long chord bearing of South 84°19'15" West, 173.97 feet;
Thence along said South Right-of-Way South 76°19'15" West, 38.07 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 31, 1986, as Instrument No. 125633, described as follows:

A parcel of land located in Government Lots 5, 6 and 8 and in the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14 East, Boise Meridian, Gooding County, Idaho, being more particularly described as follows:

Beginning at the North One Quarter corner of Section 2, as shown on the Record of Survey filed December 14, 1983, as Instrument No. 105190 in the Gooding County Recorders Office, said point being a 5/8" rebar marked "PELS 3260",
Thence along the West line of the Northeast Quarter, South 0°39'40", West 2669.71 feet to the Northwest corner of said Northwest Quarter of the Southeast Quarter, said point being a 5/8" rebar marked "PELS 3260";
Thence along the North line of said Northwest Quarter of the Southeast Quarter, South 89°40'56" East, 1328.07 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter, said point being the TRUE POINT OF BEGINNING;
Thence along the West line of said Government Lot 5, North 0°34'32" East, 75.24 feet;
Thence North 80°27'06" East, 8.90 feet to the Southeast corner of a parcel of land owned by the Idaho Power Company, as shown in the above referenced survey;
Thence along the Southerly boundary of Idaho Power Company property North 80°27'06" East, 923.60 feet to a 5/8" rebar;

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MICROFILMED

1986

EXHIBIT A CONTINUED

Thence along the Westerly boundary line of land owned by Earl Hardy, South 16°50'42" West, 91.43 feet to a point on the meander line of Clear Lake and the Northerly boundary line of Clear Lake Ranch, Inc., property said point marked by a 5/8" rebar;

Thence along said meander line the following courses:

North 81°47'18" West, 98.83 feet to a 5/8" rebar marked "PELS 3260";

North 58°27'28" West, 119.95 feet to a 5/8" rebar marked "PELS 3260";

South 85°16'33" West, 424.77 feet to a point being the Southeast corner of a parcel of land owned by Clear Springs Trout Company, as shown on a Record of Survey filed September 20, 1983, as Instrument No. 103618 in Gooding County Recorders Office;

Thence along the Easterly boundary line of Clear Springs Trout Company property North 12°01'08" West, 614.55 feet to a point on the Northerly boundary line of said Northwest Quarter of the Southeast Quarter;

Thence along said North boundary line of said Northwest Quarter of the Southeast Quarter, South 89°40'56" East, 95.14 feet to the TRUE POINT OF BEGINNING.

MICROFILMED

1993

ESCROW NUMBER: E-001236
PROPERTY:

TODAY'S DATE: 2/10/91
CLOSING DATE: 7/23/91

ESCROW CLOSING STATEMENT OF:
Clear Lake Corporation

OTHER PARTY:
L & M, Inc.

SELLER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price		300,000.00
Deposits from Clear Lake Corporation		50,000.00
Property and Liability Insur. Baxter Insurance	995.00	
Loan Payoff-House First Security Bank	1,790.00	
Loan Payoff First Security Bank	72,303.62	
Loan Payoff First Security Bank	50,746.64	
Loan Payoff First Security Bank	9,786.20	
Visa Payoff First Security Bank	4,484.00	
Payoff Nancy McCormick	1,520.00	
Escrow Holdback Russ Lively Lawsuit	16,000.00	
Payoff Wes Gates & First Security Ban	12,765.00	
Attorney Fees Hollifield & Decker	4,500.00	
Attorney Fees Hollifield, Tolman & Bevin	2,000.00	
Payoff Clear Lake Country Club	172.68	
1990 taxes Gooding County Treasurer	3,457.86	
1991 prorated taxes Gooding County Treasurer	1,299.48	
Debt Volco	638.00	
Debt Winn & Company	2,100.00	
Debt Hopkins Electric	116.00	
Debt (Estimate) U.S. West	800.00	
Survey Work J-U-B Engineers, Inc.	31,687.00	
Survey Work Gary Lee Engineering	2,527.00	
Debt George Brush	2,936.00	
Debt David Brush	24,938.02	
Debt Ross and Kathleen Cooper	82,184.00	
Debt Nina Brush	4,067.50	
Consulting Fee Tom Gill	14,500.00	
Attorney Fees Bohner Chasan Walton & Bauer	450.00	
Title Premium (Owners) First American Title Company	1,062.00	
Recording fees: Deed \$33.00 Mtg \$0.00 Releases \$24.00	24.00	
1/2 Escrow Closing Fee First American Title Company	150.00	
Subtotals	350,000.00	350,000.00
Balance Due To Seller		
TOTALS	350,000.00	350,000.00

The Seller understands the Escrow Agent has assembled this statement representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. This Statement is subject to change if the closing date varies or if undisclosed contingencies arise. In the event such adjustments in this statement become necessary, you are authorized to make such adjustments and close this escrow. An amended final statement of account will be provided reflecting all such adjustments.

All prorating provided for in the above statement has been computed as of the closing date on the basis of a 365 day year.

APPROVED AND ACCEPTED THIS _____ Day of _____, 19____.

FIRST AMERICAN TITLE COMPANY

By: Susan M. Bolton

Clear Lake Corporation

MICROFILMED

PARCEL I

That portion of land located in Government Lots 5, 6, 12, 13 and 15 of Section 1; Part of Government Lots 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2; and Part of Government Lots 5 and 6 of Section 11, all in Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

Being described as follows:

BEGINNING at the Northeast corner of said Section 2;

Thence along the Easterly boundary line of said Section

South 00° 29' 23" West, 5,209.11 feet to the meander corner of Sections 1 and 2 on the right bank of the Snake River, said point lying on the Easterly boundary of said Government Lot 9, Section 2 and is the TRUE POINT OF BEGINNING;

Thence along said right meander line of the Snake River the following successive courses:

South 63° 42' 23" West, 163.71 feet to a point on the Northerly boundary line of said Government Lot 5 of Section 11, said point being the meander corner between Sections 2 and 11;

Thence South 64° 38' 00" West, 464.00 feet;

Thence South 53° 00' 00" West, 432.00 feet;

Thence South 74° 54' 00" West, 326.00 feet;

Thence North 88° 16' 00" West, 330.00 feet;

Thence North 75° 23' 25" West, 328.34 feet;

Thence leaving said meander line North 17° 44' 09" East, 43.08 feet;

Thence North 68° 44' 09" East, 167.60 feet;

Thence North 50° 29' 09" East, 95.20 feet;

Thence North 27° 31' 09" East, 140.90 feet;

Thence North 06° 35' 09" East, 167.60 feet to a point on the Southerly boundary line of said Government Lot 9 of Section 2;

Thence North 20° 29' 51" West, 400.20 feet;

Thence North 04° 19' 09" East, 230.80 feet;

Thence North 80° 47' 09" East, 175.50 feet;

Thence North 36° 39' 09" East, 159.60 feet;

Thence South 88° 03' 51" East, 100.70 feet;

CONTINUED

MICROFILMED

EXHIBIT B

EXHIBIT A CONTINUED

Thence North 49° 13' 09" East, 136.48 feet;
Thence North 30° 15' 09" East, 233.70 feet;
Thence North 68° 56' 09" East, 98.00 feet;
Thence North 36° 03' 09" East, 195.00 feet;
Thence North 65° 40' 45" East, 131.10 feet to a point lying on
the Southerly boundary line of said Government Lot 8 of
Section 2;
Thence along said Southerly boundary line of Government Lot 8
North 89° 46' 51" West 603.30 feet to a point on the
Southerly boundary line of said Northwest Quarter of the
Southeast Quarter;
Thence along the Westerly meander line of Clear Lake the following
successive courses:
Thence North 62° 33' 00" West, 46.00 feet;
Thence South 77° 28' 00" West, 46.00 feet;
Thence North 50° 32' 00" West, 110.00 feet;
Thence North 90° 00' 00" West, 40.00 feet;
Thence North 52° 42' 00" West, 132.00 feet;
Thence North 90° 00' 00" West, 35.00 feet;
Thence North 54° 28' 00" West, 43.00 feet;
Thence North 36° 52' 00" West, 200.00 feet;
Thence North 13° 00' 00" West, 266.00 feet;
Thence North 42° 44' 13" West, 52.95 feet;
Thence leaving said Westerly meander line of Clear Lake North
05° 51' 30" East, 143.70 feet;
Thence North 85° 52' 10" East, 277.70 feet;
Thence South 73° 54' 30" East, 155.10 feet;
Thence South 35° 44' 20" East, 131.80 feet;
Thence South 88° 38' 20" East, 43.00 feet;
Thence North 62° 25' 33" East, 120.79 feet;
Thence North 85° 16' 33" East, 424.77 feet;
Thence South 58° 27' 28" East, 119.95 feet;
Thence South 81° 47' 18" East, 98.83 feet;
Thence North 83° 38' 32" East, 671.17 feet to a point
on the Westerly boundary line of said Government Lot 12,
Section 1;
Thence North 83° 38' 32" East, 524.37 feet;
Thence North 62° 47' 00" East, 225.00 feet;
Thence South 86° 15' 00" East, 90.00 feet;
Thence North 83° 38' 32" East, 465.00 feet;
Thence North 00° 00' 00" East, 755.98 feet to a point on
the Southerly right of way line of Clear Lake Road;
Thence along said Southerly right of way on a curve to the
left, a distance of 47.27 feet, said curve having an
interior angle of 05° 42' 05", a radius of 475.00 feet
and a long chord bearing of North 84° 49' 22" West,
47.25 feet;

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MICROFILMED

EXHIBIT A CONTINUED

Thence North 02° 19' 15" East, 50.00 feet to a point on the Northerly right of way of said Clear Lake Road;
Thence leaving the Northerly right of way of Clear Lake Road North 79° 31' 44" East, 1,458.64 feet to a point on the Easterly boundary line of said Government Lot 6;
Thence along said Easterly boundary line South 00° 22' 06" West, 1,932.57 feet to a point on the right meander line of the Snake River;
Thence along said right meander line of the Snake River the following successive courses:
Thence South 71° 16' 00" West, 460.00 feet;
Thence South 88° 47' 00" West, 235.00 feet;
Thence North 53° 23' 00" West, 180.00 feet;
Thence North 86° 35' 00" West, 334.00 feet;
Thence South 75° 36' 53" West, 147.00 feet;
Thence South 40° 37' 00" West, 95.00 feet;
Thence South 02° 00' 00" West, 201.00 feet;
Thence South 31° 19' 00" West, 200.00 feet;
Thence South 25° 12' 00" West, 207.00 feet;
Thence South 58° 08' 00" West, 919.00 feet;
Thence South 64° 41' 28" West, 370.32 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described land:

That portion of said land lying within the boundaries of the Clear Lake Ranch, a Planned Unit Development Phase 1, recorded March 8, 1989 as Instrument No. 135764, records of Gooding County, Idaho.

ALSO EXCEPTING

The following legal description is based upon a land survey performed by Stephen R. Padoris, Idaho registration Number RLS 5291 and a Record of Survey filed May 17, 1988, as Instrument No. 132201 in accordance with Idaho Code Title 55, chapter 19 in the Records of Gooding County, Idaho. The basis of bearing, monuments found and monuments set are as identified on said survey, The above mentioned Record of Survey is hereby made an integral part of the following written legal description and as such the two documents must not be separated during subsequent reproduction of said written legal description:

A parcel of land situated in Government Lots 7 and 9 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho, described as follows:

CONTINUED

MICROFILMED

2001

EXHIBIT A CONTINUED

BEGINNING at the meander corner of Sections 1 and 2 on the Right bank of the Snake River as shown in a Record of Survey drawing as Instrument No 105190, filed on December 14, 1983, in the Gooding County Records Office, said point being monumented with an Aluminum cap on a 2" pipe and lying South 00° 29' 23" West, 5,209.11 feet from the Northeast corner of said Section 2, said point also lies on the Easterly boundary of Government Lot 9 of Section 2;

Thence North 69° 21' 22" West, 1,598.44 feet to a point on the Westerly boundary of Clear Lake Ranch, Inc., said point being a chiseled "X" on a rock and lying South 18° 20' 40" West, 4,894.10 feet from the Northeast corner of said Section 2 and lying South 36° 39' 09" East 159.60 feet from an angle point on the Westerly boundary of said Clear Lake Ranch, Inc., property said point being monumented with a 5/8" rebar with cap marked "PELS 3260" said point also being the TRUE POINT OF BEGINNING;

Thence along said Westerly boundary of Clear Lake Ranch, Inc., North 36° 39' 09" East, 40.80 feet to a point being monumented by a 1/2" rebar with cap marked "LS 5291";

Thence South 65° 13' 36" East, 248.68 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence South 8° 00' 00" West, 143.94 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 83° 00' 00" West, 191.00 feet to a point being monumented by a 5/8" rebar with cap marked "LS 5291";

Thence North 12° 00' 00" West, 195.00 feet to the TRUE POINT OF BEGINNING.

PARCEL II

Lots 1 and 2 in Block 1 of CLEAR LAKE RANCH, a Planned Unit Development, Phase I, Gooding County, Idaho, according to the plat thereof recorded in the Office of the County Recorder of said County.

CONTINUED

MICROFILMED

AUG 13 1991

EXHIBIT A CONTINUED

PARCEL III

Lots 5, 6, 12, 13 and 15 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5, 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5 and 6 of Section 11, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

EXCEPT a Parcel of land set forth in Quitclaim Deed, recorded January 13, 1913 in Book 21 of Deeds, Page 63, described as follows:

A Strip of land 50 feet wide, beginning at a point 2,863.7 feet, South 0° 06' West from the Northeast corner of the Northwest Quarter of Section 1, Township 9 South, Range 14, East of the Boise Meridian;
Thence in a general direction North 62° 54' West, 1,442.5 feet varying from a straight line to follow the South bank of a draw or gulch extending in the direction to the Base of Rim Rock;
Thence in a Westerly direction parallel to and along base of rim rock to a point 75 feet South of the Northwest corner of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, said land being part of Lots 5 and 6, Section 1, Lots 5 and 6, Section 2, and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian.

AND EXCEPT a Parcel of land set forth in Warranty Deed, recorded December 3, 1917 in Book 3 of Deeds, Page 372, described as follows:

Parcel of land situated in Lot 5 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, and in Lot 5 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, beginning at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

PARCEL III

Lots 5, 6, 12, 13 and 15 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5, 6, 7, 8 and 9 and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

AND

Lots 5 and 6 of Section 11, Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho.

EXCEPT a Parcel of land set forth in Quitclaim Deed, recorded January 13, 1913 in Book 21 of Deeds, Page 63, described as follows:

A Strip of land 50 feet wide, beginning at a point 2,863.7 feet, South 0° 06' West from the Northeast corner of the Northwest Quarter of Section 1, Township 9 South, Range 14, East of the Boise Meridian;
Thence in a general direction North 62° 54' West, 1,442.5 feet varying from a straight line to follow the South bank of a draw or gulch extending in the direction to the Base of Rim Rock;
Thence in a Westerly direction parallel to and along base of rim rock to a point 75 feet South of the Northwest corner of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, said land being part of Lots 5 and 6, Section 1, Lots 5 and 6, Section 2, and the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian.

AND EXCEPT a Parcel of land set forth in Warranty Deed, recorded December 3, 1917 in Book 3 of Deeds, Page 372, described as follows:

Parcel of land situated in Lot 5 of Section 2, Township 9 South, Range 14, East of the Boise Meridian, and in Lot 5 of Section 1, Township 9 South, Range 14, East of the Boise Meridian, beginning at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

is marked with five notches on the West side and one notch on the East Side and from which a lava stone located at the Northwest corner of said Section 2, and which is marked with four notches on the West side and two notches on the East side, bears North $89^{\circ} 45'$ West, as shown by the survey and official plat of said Township 9 South, Range 14 East of the Boise Meridian, on file in the office of the United States Surveyor General at Boise, Idaho;

Thence from a line produced through said two section corner stones turning an angle of $89^{\circ} 57'$ through the Southeast quadrant to a course South $0^{\circ} 12'$ West and measuring on this course a distance of 1,970 feet to a stone, which is the real place of beginning;

Thence South $81^{\circ} 47'$ West, 1,336 feet to a stone;

Thence South 424.5 feet, more or less, to a point on the West line of Lot 5 of said Section 2 from which point a lava witness stone bears South $80^{\circ} 16'$ West a distance of 555.1 feet, and from which said lava witness stone a lava stone set at the center of said Section 2 by one J. Koets Esquire, County Surveyor for Lincoln County, Idaho, bears North $87^{\circ} 12'$ West a distance of 807 feet;

Thence from said point on the West line of said Lot 5 of said Section 2 North $80^{\circ} 16'$ East, 1,099.6 feet to a stone;

Thence South $42^{\circ} 52'$ East, 150 feet to a stone;

Thence continuing on the same course to a point where said course intersects the meander line of the North bank of Snake River, as shown by the survey and official plat of Township 9 South, Range 14, East of the Boise Meridian hereinbefore mentioned;

Thence along said meander line in a Northeasterly direction to the intersection of said meander line with the course hereinbefore described as being from a line produced through the section corner stones located at the Northeast corner and the Northwest corner of said Section 2, Township 9 South, Range 14, East of the Boise Meridian, and turning an angle of $89^{\circ} 57'$ through the Southeast quadrant to a course South $0^{\circ} 12'$ West;

Thence North along said course $0^{\circ} 12'$ East to the POINT OF BEGINNING.

CONTINUED

MICROFILM

EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 Deeds, Page 388, described as follows:

BEGINNING at the Southwest corner of Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian;

Thence South 89° 43' East upon and along the South boundary of said Northwest Quarter of the Southeast Quarter of Section 2 a distance of 1,320 feet, more or less, to a point on the Westerly bank of Clear Lake at the water line which is the real point of beginning;

Thence continuing South 89° 43' East, 603.3 feet, more or less, to a point Easterly of the Easterly bank of Clear Lake;

Thence South 66° 05' West, 131.1 feet;

Thence South 36° 07' West, 195.0 feet;

Thence South 69° 0' West, 98.0 feet;

Thence South 30° 19' West, 233.7 feet;

Thence South 49° 17' West, 158.5 feet;

Thence North 88° 00' West, 100.7 feet;

Thence South 36° 43' West, 159.6 feet;

Thence South 80° 51' West, 175.5 feet;

Thence South 4° 23' West, 230.8 feet;

Thence South 20° 26' East, 400.2 feet to a point on the section line between Sections 2 and 11, Township 9 South, Range 14, East of the Boise Meridian from which the quarter section corner common to said Section 2 and 11 bears South 89° 54' West 1,118.4 feet;

Thence South 06° 39' West 167.6 feet;

Thence South 27° 35' West, 140.9 feet;

Thence South 50° 33' West, 95.2 feet;

Thence South 68° 48' West, 167.6 feet;

Thence South 17° 48' West, 43.08 feet to Snake River;

Thence Westerly along Snake River and across the mouth or outlet of Clear Lake Creek a distance of 244 feet, more or less, to a point on the West bank of Clear Lake Creek at the confluence of the West bank of Clear Lake Creek with Snake River;

Thence Northerly and upstream along the West or right bank of Clear Lake Creek and Clear Lake to the real POINT OF BEGINNING.

CONTINUED

MICROFILMED

2001

EXHIBIT A CONTINUED

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded December 20, 1939 in Book 30 of Deeds, Page 390, described as follows:

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14, East of the Boise Meridian, in accordance with the Government Map of the Dependent Resurvey of said Section 2, dated April 17, 1918, and accepted June 11, 1920, containing approximately ten (10) acres;

BEGINNING at the Southeast corner of the above described premises,

Thence East upon and along the South boundary of Northwest Quarter of the Southeast Quarter of said Section 2 to Clear Lake;

Thence Westerly and Northwesterly along the Southwest side of said Clear Lake to the East line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2;

Thence approximately South along said East line to the POINT OF BEGINNING.

AND EXCEPT a parcel of land set forth in Warranty Deed, recorded November 23, 1965 as Instrument No. 16385 and No. 16387, described as follows:

A tract of land located in Lots 5, 6 and 8 of Section 2 and Lots 5 and 12 of Section 1, all in Township 9 South, Range 14, East of the Boise Meridian, described as follows:

COMMENCING at a lava stone which is common to Sections 35 and 36, Township 8 South, Range 14, East of the Boise Meridian, and to Sections 1 and 2, Township 9 South, Range 14, East of the Boise Meridian, which stone is marked with five notches on the West side and one notch on the East side and from which the quarter corner common to said Sections 2 and 35, as marked during the retracement of part of the North boundary of said Township 9 South in 1915, bears North 89° 38' West;

Thence running South 0° 22' West, along a line which runs through a cross in a stone described in deed from Otis E. Syster and Mary E. Syster, Husband & Wife, to Idaho Power Company, recorded in Book 3 of Deeds at Page 372,

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

records of Gooding County, Idaho as bearing South 0° 12' West and as being 1970 feet from said section corner 2507 feet to the REAL POINT OF BEGINNING which is on the meander line as described in the above mentioned deed to Idaho Power Company, and from which an iron reinforcing bar bears North 62° 27' East and is 2 feet in distance; Thence running South 62° 27' West, along said meander line 125.5 feet;

Thence North 41° 43' West, along a line described in the above mentioned deed as bearing South 42° 52' East, 183 feet to a point which is described in said deed as being on a line which bears North 80° 16' East, and is 1,099.6 feet from a stone on the West line of Lot 5 of said Section 2 and is also described in said deed as being on a line extended through the above mentioned stone and a lava witness stone;

Thence running South 82° 05' West, on the line between said stones extended, for 44 feet;

Thence South 21° 44' East, along the present fence 97.3 feet;

Thence South 43° 10' East, along the present fence 153.6 feet;

Thence South 51° 53' East, along the present fence 214.7 feet;

Thence South 58° 30' East, along the present fence 179.9 feet;

Thence South 56° 35' East, along the present fence 168.0 feet to a steel pipe corner post;

Thence South 52° 57' East, along the present fence 82.9 feet;

Thence South 74° 50' East, along the present fence 110.9 feet;

Thence North 66° 52' East, along the present fence 202.7 feet;

Thence North 30° 40' East, along the present fence 37.7 feet to a fence corner post;

Thence North 15° 41' West, approximately 425 feet to the Southern end of the present fence;

Thence North 15° 41' West, along said fence 260 feet more or less to the Southerly right-of-way of the present county road;

Thence Westerly along said right-of-way 525 feet more or less, to its intersection with the line running between the above described section corners and the real point of beginning;

Thence South 0° 22' West, along said line 220 feet more or less to the real POINT OF BEGINNING.

CONTINUED

MICROFILMED

1977

EXHIBIT A CONTINUED

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 17, 1975 as Instrument No. 57405, described as follows:

A parcel of land located in Lot 9 in Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, and being more specifically described as follows:

Beginning at the South Quarter Corner of Section 2 from
which the North Quarter Corner of said Section 2 bears
North 0°54'10" East;
Thence North 71°31'00" East, 2,154.75 feet to the TRUE POINT
OF BEGINNING;
Thence North 17°14'28" West, 379.00 feet;
Thence North 65°41'39" East, 120.00 feet;
Thence South 17°14'28" East, 379.00 feet;
Thence South 65°41'39" West, 120.00 feet to the TRUE POINT
OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed recorded March 29, 1976 as Instrument No. 58796 and 58794, described as follows:

Part of Lot 12 in Section 1 and part of Lots 5, 6 and 8 in Section 2, all in Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 2;
Thence South 0°12' West, along the Section line 78.90 feet
to the TRUE POINT OF BEGINNING;
Thence South 52°13'03" East, 41.94 feet measured angle and
distance (South 51°53' East, 42.01 feet record angle and
distance) to an existing steel pine set in concrete;
Thence South 58°44'14" East, 179.65 feet measured angle
and distance (South 58°30' East, 179.9 feet record angle
a distance) to an existing steel pin set in concrete;
Thence South 56°16'19" East, 167.46 feet measured angle
and distance (South 56°35' East, 168.0 feet record angle
and distance) to an existing steel pin set in concrete;
Thence South 53°26'19" East, 83.14 feet measured angle and
distance (South 52°57' East, 82.9 feet record angle and
distance) to an existing steel pin set in concrete;
Thence South 74°55'28" East, 110.95 feet measured angle
and distance (South 74°50' East, 110.9 feet record angle
and distance) to an existing steel pine set in concrete;
Thence South 7°20'02" East, 129.28 feet measured angle and
distance to a 1/2" x 30" steel pine set;

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

Thence South 83°20'10" West, 59.53 feet measured angle and distance to a point on the centerline of the beginning of a permanent roadway easement;

Thence South 83°20' 10" West, 1,136.01 feet measured angle and distance to a 58" x 30" steel pin set;

Thence North 16°32'20" East, 911.43 feet measured angle and distance (North 16°43.8' East, measured angle) to a 5/8" x 30" steel pin set also being a point on the Southerly boundary of Idaho Power Company survey as made by L. W. Burnap;

Thence South 86°21'22" East, 133.78 feet measured angle and distance to an inaccessible point in an existing concrete flume, also being a Northwesterly corner of the Snake River Trout Company;

Thence South 22°48'58" East, 96.19 feet measured angle and distance (South 21°44' East, 97.3 feet record angle and distance) to a point on the Westerly boundary of the Snake River Trout Company;

Thence South 42°37'58" East, 154.05 feet measured angle and distance (South 43°10' East, 153.6 feet record angle and distance) to an existing steel pin set in concrete;

Thence South 52°13'03" East 172.36 feet measured angle and distance (South 51°53' East, 172.69 feet record angle and distance) to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Corporate Warranty Deed recorded November 10, 1983, as instrument No. 104634, described as follows:

Part of the North Half of the Southeast Quarter of Section 2, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the South One Quarter corner of said Section 2;
Thence along the West boundary line of said Southeast Quarter, North 0°39'40" East, 1972.59 feet (North 0°54'10" East, 1972.06 feet) to the Northwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, said corner is also the TRUE POINT OF BEGINNING;
Thence along the North boundary line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 89°43'53" East, 664.53 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter;

CONTINUED

MICROFILMED

EXHIBIT A CONTINUED

Thence along the East boundary line of said Southwest Quarter of the Northwest Quarter of the Southeast Quarter, South 0°37'06" West, 10.78 feet;

Thence South 88°50'50" East, 26.61 feet to a point which lies South 88°48'13" East, 691.16 feet (South 88°36'20" East 691.16 feet) from the true point of beginning;

Thence along a meander line of the North shore of Clear Lake the following successive courses:

North 6°48'07" East, 159.88 feet (North 7°02'37" East, 159.88 feet);

North 86°53'41" East, 309.74 feet (North 87°08'11" East, 309.74 feet);

South 70°23'03" East, 147.88 feet (South 70°08'33" East, 147.88 feet);

South 34°07'56" East, 115.93 feet (South 33°53'26" East, 115.93 feet);

North 78°06'02" East, 148.81 feet (North 75°19'53" East, 104.51 feet) to a point on the West line of the Amended Dick Kaster lease boundary dated May 25, 1968 and recorded as Instrument No. 26377, records of Gooding County, Idaho;

Thence along said amended lease boundary line North 12°01'08" West, 618.02 feet to a point on the North boundary line of the Northwest Quarter of the Southeast Quarter, Section 2 (recorded as North 10°40.4' West, 614.55 feet in said amended lease), said point lies North 89°40'56" West, 95.14 feet from the Northeast corner of said Northwest Quarter of the Southeast Quarter;

Thence continuing along said North boundary line of the Northwest Quarter of the Southeast Quarter, North 89°40'56" West, 1,118.35 feet (North 89°42'49" West) to a point on the South Right-of-Way line of Clear Springs Road, said point lies South 89°40'56" East, 114.58 feet from the Center One Quarter Corner of Section 2;

Thence along said South Right-of-Way line on a curve to the left having a interior angle of 4°03'55", a radius of 845.00 feet and a long chord bearing of South 69°15'10" West, 59.74 feet;

Thence along said South Right-of-Way line on a curve to the right having a interior angle of 4°02'34", a radius

CONTINUED

MICROFILM...

EXHIBIT A CONTINUED

of 895.00 feet and a long chord bearing of South 69°14'30" West, 63.14 feet to a point on the West boundary line of the Northwest Quarter of the Southeast Quarter (South 77°28'04" West, 153.51 feet) said point lies South 0°39'40" West, 44.24 feet from the Center One Quarter Corner of Section 2;

Thence Along said West boundary lines South 0°39'40" West, 613.28 feet (South 0°54'10" West, 621.67 feet) to the TRUE POINT OF BEGINNING.

AND

Part of Lots 5 and 12 of Section 1, Township 9 South, Range 14 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Beginning at the Northwest corner of said Section 1;

Thence South 12°26'30" East, 2,315.58 feet to a point on the Southerly Right-of-Way line of Clear Springs Road, said point lies North 52°32'16" East, 657.16 feet from the West One Quarter Corner of Section 1, (said point being described as the Northeast corner of a parcel in a deed dated November 10, 1965 and recorded as Instrument No. 16385), and is the TRUE POINT OF BEGINNING;

Thence along the following successive courses:

Along a fence line South 16°18'58" East, 262.33 feet to a fence post (recorded as South 15°41' East, 260 feet);

Thence South 15°02'44" East, 425.47 feet to a concrete monument (recorded as South 15°41' East, 425 feet more or less in the above deed);

Thence South 30°44'40" West, 37.65 feet to concrete monument (recorded as South 30°10' West, 37.7 feet in the above deed);

Thence South 67°00'16" West, 202.51 feet to a concrete monument (recorded as South 66°52' West, 202.7 feet in the above deed);

Thence South 7°12'24" East, 129.28 feet (said line being described as South 7°20'02" East, 129.28 feet in a deed dated October 25, 1979 and recorded as Instrument No. 79691, records of Gooding County, Idaho);

Thence North 62°47'00" East, 225.00 feet;

Thence South 86°15'00" East, 90.00 feet;

Thence North 83°38'32" East, 465.00 feet;

Thence North 0°00'00" East, 755.98 feet to a point on the Southerly Right-of-Way line of Clear Springs Road;

CONTINUED

MICROFILMED

2003

EXHIBIT A CONTINUED

Thence continuing along said South Right-of-Way on a curve left having an interior angle of 5°42'00", a radius of 475.00 feet and a long chord bearing of North 84°49'45" West, 47.24 feet;

Thence along said South right-of-Way North 87°40'45" West, 490.00 feet;

Thence along said South Right-of-Way on a curve left having an interior angle of 16°00'00", a radius of 625.00 feet and a long chord bearing of South 84°19'15" West, 173.97 feet;

Thence along said South Right-of-Way South 76°19'15" West, 38.07 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT parcel of land set forth in Warranty Deed, recorded December 31, 1986, as Instrument No. 125633, described as follows:

A parcel of land located in Government Lots 5, 6 and 8 and in the Northwest Quarter of the Southeast Quarter of Section 2, Township 9 South, Range 14 East, Boise Meridian, Gooding County, Idaho, being more particularly described as follows:

Beginning at the North One Quarter corner of Section 2, as shown on the Record of Survey filed December 14, 1983, as Instrument No. 105190 in the Gooding County Recorders Office, said point being a 5/8" rebar marked "PELS 3260",

Thence along the West line of the Northeast Quarter, South 0°39'40", West 2669.71 feet to the Northwest corner of said Northwest Quarter of the Southeast Quarter, said point being a 5/8" rebar marked "PELS 3260";

Thence along the North line of said Northwest Quarter of the Southeast Quarter, South 89°40'56" East, 1328.07 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter, said point being the TRUE POINT OF BEGINNING;

Thence along the West line of said Government Lot 5, North 0°34'32" East, 75.24 feet;

Thence North 80°27'06" East, 8.90 feet to the Southeast corner of a parcel of land owned by the Idaho Power Company, as shown in the above referenced survey;

Thence along the Southerly boundary of Idaho Power Company property North 80°27'06" East, 923.60 feet to a 5/8" rebar;

CONTINUED

MICROFILMED

1986

EXHIBIT A CONTINUED

Thence along the Westerly boundary line of land owned by Earl Hardy, South 16°50'42" West, 91.43 feet to a point on the meander line of Clear Lake and the Northerly boundary line of Clear Lake Ranch, Inc., property said point marked by a 5/8" rebar;

Thence along said meander line the following courses:

North 81°47'18" West, 98.83 feet to a 5/8" rebar marked "PELS 3260";

North 58°27'28" West, 119.95 feet to a 5/8" rebar marked "PELS 3260";

South 85°16'33" West, 424.77 feet to a point being the Southeast corner of a parcel of land owned by Clear Springs Trout Company, as shown on a Record of Survey filed September 20, 1983, as Instrument No. 103618 in Gooding County Records Office;

Thence along the Easterly boundary line of Clear Springs Trout Company property North 12°01'08" West, 614.55 feet to a point on the Northerly boundary line of said Northwest Quarter of the Southeast Quarter;

Thence along said North boundary line of said Northwest Quarter of the Southeast Quarter, South 89°40'56" East, 95.14 feet to the TRUE POINT OF BEGINNING.

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APR 13 2001

Personal Property

Equipment:

Honda Generator
*Backhoe
Telephone system
Typewriter
File cabinet
Computer
Weedeater
Canoe

Other Assets:

Contract receivable with McGrew for the sum of \$1,500.00, at 11% interest, payable in monthly installments of \$150.00

Contract receivable, oral agreement with Ted Madsen for the sum of \$2,000.00, which sum does not accrue interest, due and payable on or before September 1, 1991

*Note: all items above, with the exception of the Backhoe, shall remain the property of CLEAR LAKE. The Backhoe shall be transferred to L & M.

EXHIBIT C

MICROFILMED

SEP 1 1991

WESTERN BANK
A DIVISION OF WASHINGTON MUTUALTwin Falls Business
Banking Center1411 Fillmore Street
Suite 800
P.O. Box 5379
Twin Falls, ID 83303-5379(208) 736-4419
Fax (208) 736-1793

December 13, 1999

L & M, Inc., General Manager
Snake River Canyon at Clear Lake Development Joint Venture
8403 North Elmaro Circle
Paradise Valley, AZ 85253-2660

Attn: Jon Mellen, President of L & M, Inc.

RE: Termination of Agreement to Renew and Demand for Payment in Full on Loan #1011081-0101.

Dear Mr. Mellen,

Pursuant to our correspondence dated November 24, 1999 and received by you on November 27, 1999, Snake River Canyon at Clear Development Joint Venture has failed to remit sufficient funds to pay all accrued unpaid interest and reduce the outstanding principal balance to \$200,000.00. This payment was a condition to Washington Mutual Bank, doing business as Western Bank (Bank) agreeing to renew the remaining loan balance for another year. Therefore the agreement to renew is terminated.

You are hereby notified that your loan #1011081-0101 granted on January 24, 1997 in the original amount of \$300,000.00 is declared in default and demand for immediate payment in full of the outstanding principal balance plus accrued unpaid interest and late fees owing to Bank is hereby made.

As of December 13, 1999, there is an outstanding principal balance of \$293,595.26, accrued unpaid interest of \$6,667.52 plus late fees of \$14,890.87. An interest per diem of \$72.39 must be added to your payoff for days elapsed since December 13, 1999.

You are further notified that failure to satisfy, in full, all amounts due and payable to Bank prior to December 30, 1999 on the above referenced note will result in the Bank taking any action necessary to protect its security interest including the remedies provided in your Promissory Note and Mortgage or commencement of legal action against any or all of the guarantors. Full payment may be mailed to: Western Bank, PO Box 5379, Twin Falls, ID, 83303.

If you have any questions please contact me at the address shown above or call me at (208) 736-4419.

Sincerely,

Willis Robinette
Vice President and Business Banking Center Manager

cc: Clear Lake Corporation (certified mail)
L & M, Inc. (certified mail)
Jon Mellen (certified mail)
Donald M. Levin (certified mail)

MICROFILMED





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

August 3, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

L & M INC
CLEAR LAKE RANCH INC
C/O J EVAN ROBERTSON
ROBERTSON SLETTE & STOVER
PO BOX 1906
TWIN FALLS ID 83303-1906

RE: Permit No. 36-08329

Dear Permit Holder:

The Department acknowledges receipt of your request for extension of time. Your request states that the delay of Phases 3 and 4 is due to litigation. In order to evaluate your Request for Extension of Time, I will need evidence documenting the litigation. Please send me copies of two documents that specifically show when the litigation began and at what stage it is at presently. I am most interested in the time period beginning with your first extension dated August 29, 1998 through to the proof deadline of August 1, 2001.

I will hold this file for 30 days for your response to this request. Please contact me at (208) 327-7953, if you have any questions.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Enclosure

c: IDWR - Regional Office

MICROFILMED

OCT 19 2001

ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No.: 36-8329

Reviewed By: dgibson

Date: August 3, 2001

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Request received timely?	X		Is delay by a government agency?		X
Appropriate fee	X		Is supporting documentation needed to support the file?		
Additional Amount Due:					
Receipt No.:			Has the permit been involved in litigation?	X	
Name and signature same as permit?	X		Is supporting documentation needed to support the file?	X	
Is address same as permit?	X		Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?		X
Has adequate work been completed to demonstrate due diligence?		X			

Priority Calculation

Extension request received	07/31/2001	New proof due date
Date proof due	- 08/08/2001	— Date as entered into database, and Notice letter.
Lapse notice sent	-	
No. of days late	= 0	
Holiday allowance	+	
Priority date	+ 06/02/1987	
New priority date	= 06/02/1987	

Action Taken

**ROBERTSON, HEPWORTH, SLETTE,
WORST & STOVER,
P.L.L.C.**

ATTORNEYS AT LAW

J. EVAN ROBERTSON
JEFFREY J. HEPWORTH
GARY D. SLETTE
RICHARD J. "TUG" WORST
TIMOTHY J. STOVER

142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700 or 736-8002
FAX (208) 736-0041 or 736-8888



J. EVAN ROBERTSON
RECEIVED

AUG - 1 2001

July 31, 2001

Department of Water Resources

VIA FACSIMILE & U.S. MAIL - (208) 327-7866

Glen Saxton
Idaho Department of Water Resources
1301 North Orchard Street
Post Office Box 83720
Boise, ID 83706-2237

Re: Permit No. 36-08329 - Permit Holder: Clear Lake Corporation/L&M, Inc.

Dear Glen:

Pursuant to the enclosed Request for Extension of Time, the holder of Permit No. 36-08329, L&M, Inc., is requesting an extension to submit proof of beneficial use for said permit. On August 29, 1998, the department granted a three-year extension to complete the final two phases of the project. Since that extension was granted, a significant dispute has arisen between the partners concerning the project. As a result of that dispute, L&M initiated litigation against Clear Lake Corporation, which is the other holder of the permit (Twin Falls Co. Case No. CV-01-2523). Although the permittees have proceeded with due diligence to complete the project and spent in excess of \$350,000 for development, the final two phases have not been completed due to the dispute and resulting litigation. Therefore, L&M respectfully request that a two year extension be granted.

Thank you for your consideration.

Yours truly,

for J. EVAN ROBERTSON

JER:rlw

Encls.

cc: L & M, Inc.

!jlf\ijs\letter\saxton 2

MICROFILMED

OCT 1 6 2001

ROBERTSON, SLETTE & STOVER
ATTORNEYS AT LAW

*** J. EVAN ROBERTSON**

*** GARY D. SLETTE**

*** TIMOTHY J. STOVER**

142 THIRD AVENUE NORTH

P. O. BOX 1906

TWIN FALLS, ID 83303-1906

(208) 734-0700

FAX (208) 736-0041

FACSIMILE TRANSMISSION

DATE: July 31, 2001

FAX TO: Glen Saxton

FAX NO.: (208) 327-7866

FROM: Timothy J. Stover

RE: Water Permit 36-8329

CLIENT: L & M Inc.

NUMBER OF PAGES INCLUDING THIS ONE: 3

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS SOON AS POSSIBLE AT (208) 734-0700.

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ADDITIONAL MESSAGE:

Attached is copy of letter which is in the mail, along with Request for Extension of Time which was filed in the Southern Regional office this afternoon.

MICROFILMED

**ROBERTSON, HEPWORTH, SLETTE,
WORST & STOVER,
P.L.L.C.**

ATTORNEYS AT LAW

J. EVAN ROBERTSON
JEFFREY J. HEPWORTH
GARY D. SLETTE
RICHARD J. "TUG" WORST
TIMOTHY J. STOVER

142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700 or 736-8002
FAX (208) 736-0041 or 736-8888



J. EVAN ROBERTSON

July 31, 2001

VIA FACSIMILE & U.S. MAIL - (208) 327-7866

Glen Saxton
Idaho Department of Water Resources
1301 North Orchard Street
Post Office Box 83720
Boise, ID 83706-2237

Re: Permit No. 36-08329 - Permit Holder: Clear Lake Corporation/L&M, Inc.

Dear Glen:

Pursuant to the enclosed Request for Extension of Time, the holder of Permit No. 36-08329, L&M, Inc., is requesting an extension to submit proof of beneficial use for said permit. On August 29, 1998, the department granted a three-year extension to complete the final two phases of the project. Since that extension was granted, a significant dispute has arisen between the partners concerning the project. As a result of that dispute, L&M initiated litigation against Clear Lake Corporation, which is the other holder of the permit (Twin Falls Co. Case No. CV-01-2523). Although the permittees have proceeded with due diligence to complete the project and spent in excess of \$350,000 for development, the final two phases have not been completed due to the dispute and resulting litigation. Therefore, L&M respectfully request that a two year extension be granted.

Thank you for your consideration.

Yours truly,

/s/ J. EVAN ROBERTSON

JER:rlw

Encls.

cc: L & M, Inc.

gjl@idwater/saxton 2

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Perch No. 204
7/84For Office Use Only
\$30 Fee Received by _____
Date _____
Receipt No. _____STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 31 2001

Department of Water Resources
Southern RegionREQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 36-8329Name(s) of Permit Holder: CLEAR LAKE CORPORATION/L & M INCMailing Address: C/O J EVAN ROBERTSON, PO BOX 1906, TWIN FALLS ID 83303Date Proof is Due: AUGUST 8, 2001 Telephone No. 208/736-0700

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

PHASES 1 & 2 HAVE BEEN COMPLETED. PHASE 1 WAS COMPLETED DURING THE INITIAL PERMIT
DEVELOPMENT PERIOD. PHASE 2 WAS COMPLETED DURING THE 3-YEAR EXTENSION PERIOD. PHASES
2 & 4 HAVE NOT BEEN COMPLETED

Costing \$ 350,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:
SEE ATTACHMENTS

Permit holder(s) request an extension to AUGUST 8, 2003.FEE: \$300.00(Signature) DON LEVIN, PRESIDENT, L & M INC.

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

Signed this _____ day of _____, 19 _____.

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** TOTAL PAGE.03 **

May 31, 2001

L & M INC
CLEAR LAKE RANCH INC
C/O DAVID BRUSH
307 CLEAR LAKE LANE
BUHL, ID 83316

PROOF DUE NOTICE

RE: PERMIT NO. 36-8329

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 08, 2001. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

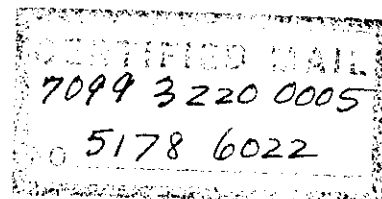
Sincerely,

Deborah J. Gibson, Administrative Assistant
Water Allocation Bureau

Enclosures

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JUN 1 2001





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 7, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Clear Lake Corp L and M Inc
ROSHOLT ROBERTSON TUCKER
PO Box 1906
Twin Falls ID 83303

RE: Permit No. 36-08329

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit which extends the time within which to submit proof of beneficial use to **August 1, 2001**. The delay due to litigation was for approximately five (5) years and one (1) month from November 2, 1992, until November 24, 1997. The second extension request was for a two (2) year period. Hence the extension of time can be granted for three (3) years and one (1) month after July 1, 1998, the present proof due date. It is important that you work diligently toward the completion of the development during the construction period allowed since the department may **not** be able to grant additional extensions in connection with this permit.

Section 42-248, Idaho Code, which became effective on July 1, 1996, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner.

Please contact the department if you have any questions regarding this matter.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary, Water Allocation Bureau

Enclosure

c: IDWR - Regional Office

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OCT 26 1998

ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No. 36-08329 Reviewed by [Signature] Date 9-28-98

BASIC INFORMATION

7-7-98 Date stamp received
yes Extension received timely
yes Fee received and receipted
yes Name and signature same as permit
no Address Change

BASIS FOR EXTENSION REQUEST

_____ Has adequate work been completed to demonstrate due diligence?
yes Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? yes Requested? _____
_____ Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____
_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN Recommend extend to Aug. 1, 2001, on basis of litigation.

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address X
Change Proof Due Date 8-1-2001
Change Priority Date X

MEMORANDUM

To: File 36-08329

From: L. Glen Saxton, P.E. 

RE: REVIEW OF 3RD EXTENSION OF TIME REQUEST - 36-08329

Date: September 28, 1998

On this date, I called Norm Semanko concerning his letter dated September 25, 1998 which he sent by FAX to the department. I advised Semanko that the second extension of time was based on litigation, hence, the department would need to deduct that time from the total delay due to litigation. He agreed that this is reasonable.

The delay due to litigation was for approximately 5 years and 1 month from November 2, 1992 until November 24, 1997. The second extension request was for a 2 year period. Hence the extension of time can be granted for 3 years and 1 month after July 1, 1998, the present proof due date. The new proof due date should be August 1, 2001.

I also advised Semanko that Permit No. 36-08329 appropriated trust water. The approval limited consumptive use to not exceed 2 acre feet per day and domestic use to 0.70 cfs in connection with the development of phases 3 and 4.

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OCT 28 1998

RECEIVED ROSHOLT, ROBERTSON & TUCKER
Chartered

SEP 28 1998

ATTORNEYS AT LAW

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
JOHN K. SIMPSON
NORMAN M. SEMANKO
PATRICK D. MADIGAN
TIMOTHY J. STOVER

Department of Water Resources

Twin Falls Office
142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041

Boise Office
1221 WEST IDAHO, SUITE 600
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

September 25, 1998

L. Glen Saxton
Idaho Department of Water Resources
1301 North Orchard Street
P.O. Box 83720
Statehouse Mail
Boise, ID 83720-9000

VIA FACSIMILE AND U.S. MAIL

Re: Permit No. 36-08329 -- Request for Extension of Time

Dear Mr. Saxton:

This letter responds to your August 24, 1998 request for additional information regarding Clear Lake Corp./L & M Inc.'s request for an extension of time to develop Permit No. 36-08329. I apologize for the delay in responding.

You indicated that the information previously submitted by the applicant does not show a "title question", or that development could not have occurred. We respectfully disagree and request that you reconsider this conclusion.

You cited the applicable provision of Section 42-204, Idaho Code:

In cases where the applicant is prevented from proceeding with his work. . .by litigation of any nature which might bring his title to said water in question. . .

The term "title" is not limited to ownership considerations. It is also defined as "an alleged or recognized right", or "a claim based on an acknowledged or alleged right". Webster's Ninth New Collegiate Dictionary (1986); Funk & Wagnalls College Standard Dictionary (1924).

Our client's contention with regard to Permit No. 36-08329 is that it was clearly to be used for in-house domestic, commercial and fire protection purposes when granted by IDWR -- not irrigation. Water Right No. 36-04148A was intended to cover irrigation of home lots within the residential development, as indicated on the application for 36-08329.

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SEP 28 1998

L. Glen Saxton
September 25, 1998
Page 2

Unfortunately, IDWR disagreed with this conclusion, asserting through its non-recommendation of 36-04148A in the SRBA, that Permit No. 36-08329 must be used to irrigate the home lots. This clearly, and seriously, called into question the applicant's title (i.e., alleged or recognized right) to provide domestic, commercial and fire protection water for the PUD to the extent recognized in the permit.

Contrary to your previous conclusion, the applicant did not choose to refrain from further development. It was compelled to do so. Permit No. 36-08329 could not be used during the litigation period (1992-1997) for the full domestic, commercial and fire protection purposes "alleged or recognized" to be authorized under the permit.

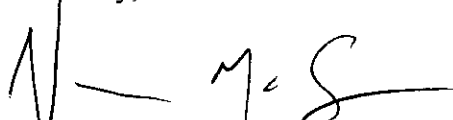
The simple hydrologic reality is that, without 36-04148A, Permit No. 36-08329 could provide enough water for only Phases 1 and 2 of the project, including irrigation of the home lots. With 36-04148A, the Permit could provide enough water for Phases 3 and 4, while 36-04148A provided for irrigation of the home lots.

As attorneys for the applicant, we could not advise our client to proceed with further, potentially illegal, development during the SRBA litigation. If further development had occurred during this period, but 36-04148A was ultimately disallowed by the SRBA Court, the applicant obviously would have over developed by prematurely proceeding with Phases 3 and 4 under Permit No. 36-08329. The caution exercised by the applicant under such circumstances should be applauded by IDWR, not penalized by denying the requested extension.

Therefore, we respectfully request that you reconsider this matter and that the requested extension of time be granted for the completion of Phases 3 and 4 of the project.

Thank you for your continued attention to this matter.

Sincerely,



NORMAN M. SEMANKO

09259802.NMS

cc: David Brush, Clear Lake Corp.
Jon Mellen, L & M Inc.

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OCT 26 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

August 24, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

Clear Lake Corporation / L & M, Inc
c/o ROSHOLT, ROBERTSON & TUCKER
P.O. Box 1906
Twin Falls, ID 83303

RE: PERMIT NO. 36-08329 - REQUEST FOR EXTENSION OF TIME

Gentlemen:

The department has reviewed the request for extension of time (extension request) which you submitted on July 1, 1998 in connection with the above referenced permit. A review of the water right files shows the following:

- On August 3, 1988, the department issued the permit with a condition of approval requiring the submittal of proof of beneficial use on or before July 1, 1993.
- On June 17, 1993, the department issued an extension of time to July 1, 1998, based on due diligence, i.e. Section 42-204, subsection 5, Idaho Code.

The most recent extension request asks the department to grant an extension based on Section 42-204, subsection 1, Idaho Code. The operable part of this subsection as related to your request appears to be as follows:

In cases where the applicant is prevented from proceeding with his work ... by litigation of any nature which might bring his title to said water in question ...

In the extension request, it appears the permit holder is suggesting that the determination of the validity of statutory Claim No. 36-04148 has brought the title to Permit No. 36-08329 in question. If this is the case, you need to provide specific information in addition to the exhibits you have already submitted to clearly demonstrate how the title to the permit has been brought into question. The information and exhibits submitted with the extension request do not show a title question associated with the permit or that development under terms of the permit could not have taken place. Instead, the information appears to show that the permit holder

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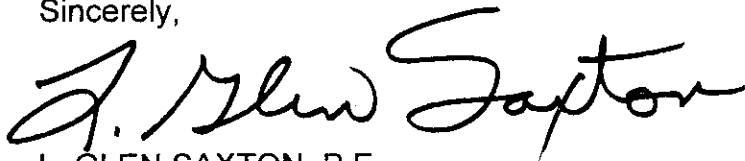
SEP 2 8 1998

chose not to make further development under terms of the permit pending a determination of the validity of a different water right, i.e. Claim No. 36-04148.

Please submit the additional information within thirty (30) days in order for the department to further consider the request.

If you have questions, please feel free to contact me or the department.

Sincerely,

A handwritten signature in black ink, reading "L. Glen Saxton". The signature is fluid and cursive, with the first name "L." being small and the last name "Saxton" being larger and more prominent.

L. GLEN SAXTON, P.E.
Chief, Water Allocation Bureau

c: IDWR - S. Region

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OCT 26 1998

Attachment to Request for Extension of Time

Although the Applicant has proceeded with due diligence to complete the development of the project, Phases 3 and 4 have not been completed because litigation prevented the Applicant from completing the work. As a result, an extension of time should be granted pursuant to I.C. Sec. 42-204, subsection 1.

Permit No. 36-08329 is one of two water rights necessary for the Planned Unit Development (PUD) being developed by the Applicant. Water Right No. 36-04148A provides water for irrigation of lots within the PUD, while Permit No. 36-08329 is for domestic, commercial and fire fighting purposes. See, Application for Permit No. 36-08329, No. 10 (Exhibit "A"). While this relationship between the rights was relatively clear when the application for permit was filed, the viability of both water rights was put at issue in the Snake River Basin Adjudication (SRBA). Most importantly, the availability of Permit No. 36-08329 for further development (beyond Phases 1 and 2) was in serious doubt.

Water Right No. 36-04148A was recommended for disallowal by IDWR on November 2, 1992. See, Director's Report (Exhibit "B"). Instead of the claimed 1.5 cfs for irrigation, IDWR allowed no water for irrigation. IDWR mistakenly presumed that the Applicant intended to rely on Permit No. 36-08329 for irrigation of the lots in the PUD. See, IDWR Report (Exhibit "C"). The Applicant objected to this recommendation and ultimately prevailed in the SRBA.

In the meantime (from November 2, 1992 until November 24, 1997), however, the Applicant was prevented from developing Permit No. 36-08329 beyond Phases 1 and 2. If the Applicant lost in the SRBA, the remainder of the permit would have been needed to cover the already developed irrigation of the Phase 1 and 2 lots in the PUD. While the permit was not intended for this use, the permit would have been allocated to irrigation, thus preventing the Applicant from developing all of the domestic units. See, Letter from L. Glen Saxton to Gary D. Slette (Exhibit "D"). While the lots were already being irrigated, it was unknown until the SRBA decision was made whether the existing irrigation in Phases 1 and 2 was being accomplished under Water Right No. 36-04148A or under Permit No. 36-08329. Until Water Right No. 36-04148A was confirmed in the SRBA on November 24, 1997, the legal status of Permit No. 36-08329 was unknown and the Applicant was prevented from proceeding with Phases 3 and 4 of the PUD.

This litigation-generated cloud over the permit lasted slightly more than 5 years and finally resulted in a partial decree recognizing 1.5 cfs for Water Right No. 36-04148A. See, Partial Decree (Exhibit "E"). This partial decree is now final. As a result, it is clear that Permit No. 36-08329 is available for Phases 3 and 4, as intended by the Applicant and development can once again continue.

The Applicant has spent in excess of \$350,000 on development of the PUD. Phases 1 and 2 have been completed, but additional time is needed to complete Phases 3 and 4 now that the litigation has been resolved. The Applicant respectfully requests that the period of litigation (approximately 5 years) be added to the period of time granted to develop Permit No. 36-08329, pursuant to I.C. Sec. 42-204, subsection 1.

Thank you for your consideration.

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OCT 26 1998

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1988-1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 36-8329

To appropriate the public waters of the State of Idaho

1. Name of applicant Clear Lake Ranch Inc. Phone 934-8411
Post office address % David Brush 423 Idaho Street, Gooding, Idaho, 83330
2. Source of water supply Springs which is a tributary of Clear Lake
3. Location of point of diversion is _____ ¼ of SE* _____ ¼ of NE* _____ ¼, Govt. Lot 5
Sec. 2 Township 9S Range 14E B.M. Gooding County; additional
*kw 12/30/1987
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.70 for Domestic purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.20 for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 1.50 for Fire Protection purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 1.50 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. A 15"X30' collector pipe to a diversion box which will deliver via a 12" pipeline to a 15000 gallon storage tank then via pipeline network to various places.
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.
c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
d. Is ground water with a temperature of greater than 90°F being sought? _____
7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year).

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OCT 26 1998

Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. 250 family units
- e. Other; describe fully. Commercial - 14 commercial units
Fire Protection of PUD named "Clear Lake PUD"

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S.	14E.	1							Lt. 5 X	Lt. 6 X	Lt. 13 X	Lt. 12 X	Lt. 15 X						
9S.	14E.	2												Lt. 8 X				Lt. 9 X	

X - Domestic & Commercial & Fire Prot. Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None but other rights cover irrigation use (36-4148, 36-4149)
11. a. Who owns the property at the point of diversion? Idaho Power Co.
 b. Who owns the land to be irrigated or place of use? Clear Lake Ranch Inc.
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Easement to spring area is being negotiated.
12. Remarks: This filing is intended not to exceed 3.0 cfs when combined with applicants other water claims from spring source. Refer to Sales Agreement between Clear Springs Trout Co. & Clear Lake Ranch Inc. dated Oct. 12, 1983,

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SEP 20 1994

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

See Attached
M₂P

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

MICROFILMED

MICHAEL MED Ranch Inc, by George Bush
 (Applicant) Vice President
 OCT 26 1998

Applicant

Vice President

907 26 1998

6/2/81

Received by ADM Date 6/2/87 Time 11:00 am Preliminary check by TB
Fee \$ 65.00 Received by ADM # 45019 Date 6/2/87
Publication prepared by M. Baldwin Date 7/21 Published in Gooding Co. Leader
Publication approved M. Baldwin Date 8/20/87

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-8329, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 1993.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other: Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.

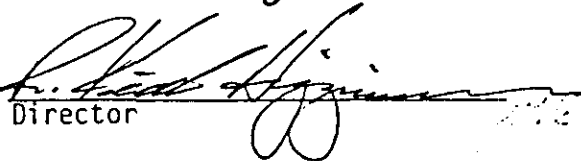
The issuance of this permit in no way grants any right-of-way or easement across the land of another.

The permit holder shall either install a measuring device or a flow measurement port or provide a certified measurement or computation of flow based upon system design to be prepared by a professional engineer.

Consumptive use of water under this permit shall not exceed 2.0 acre feet per day.

Water used under this permit if discharged into a natural channel or subsurface system shall meet Idaho Water Quality Standards.

Witness my hand this 3rd day of August, 1988.


Director

MICROFILMED

OCT 26 1988

Exhibit B

MICROFILMED

OCT 26 1998

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

DIRECTOR'S REPORT
PART I

FOR REPORTING AREA 3 (BASIN 36)

Volume five of six

Pages A-3498 through B-25

~~SNAKE RIVER BASIN ADJUDICATION~~

CIVIL CASE NO. 39576

IDAHO DEPARTMENT OF WATER RESOURCES
R. KEITH HIGGINSON, DIRECTOR

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS/RIGHTS NOT RECOMMENDED

AJ585/NP

W.R. NUMBER	NAME & ADDRESS	CLAIM DISPOSITION	REASON
36-04047	VINKENBERG, FLORENCE 144 S 300 W JEROME ID 83338	DISALLOWED	NO LAWFUL APPROPRIATION SHOWN.
36-04065	STATE OF IDAHO DEPT OF FISH & GAME 868 E MAIN JEROME ID 82338	DISALLOWED	NO BENEFICIAL USE FOUND.
36-04066	STATE OF IDAHO DEPT OF FISH & GAME 868 E MAIN JEROME ID 83338	NOT CLAIMED	FUTURE CLAIM TO THIS RIGHT BARRED.
36-04067	STATE OF IDAHO DEPT OF FISH & GAME 868 E MAIN JEROME ID 83338	NOT CLAIMED	FUTURE CLAIM TO THIS RIGHT BARRED.
36-04091	REESE, BRUCE W REESE, LA ROSE A PO BOX 445 HAGERMAN ID 83332	DISALLOWED	NO LAWFUL APPROPRIATION SHOWN.
36-04148A	CLEAR LAKE RANCH INC C/O GEORGE BRUSH 292 CLEAR LAKE LANE BUHL ID 83316 L & M INC C/O JON MELLE RT 1 BOX 2015 FAIRFIELD ID 83327	DISALLOWED	NO LAWFUL APPROPRIATION SHOWN.
36-04149	CLEAR LAKE RANCH INC C/O DAVID BRUSH 423 IDAHO ST GOODING ID 83330 L & M INC C/O JON MELLE RT 1 BOX 2015 FAIRFIELD ID 83327	WITHDRAWN	
36-04203A	CITY OF MINIDOKA PO BOX 85 MINIDOKA ID 83343	DISALLOWED	RECOMMENDED AS RIGHT NO. 36-04203.

MICROFILMED
OCT 26 1998

EXHIBIT C

MICROFILMED
OCT 26 1998

RECEIVED JUN 4 1996

COPY

REPORT REGARDING CLAIMS TO WATER RIGHT NO.'S
36-04148A, 36-04148B, 36-04074

In Re SRBA
Twin Falls County Civil Case No. 39576
Subcase no.'s 36-04148A, 36-04148B, 36-04074

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Karl J. Dreher, Director
June 11, 1996

MICROFILMED

OCT 26 1998

1986

ASCS color slide photo is available for this year. The place of use for the Ranch and CLCC is the same as on maps and photos described previously.

1987

An ASCS aerial map was available for this year, showing some changes in the historical irrigation pattern. Fairways on golf course are under construction per the ASCS map and 5.4 acres of irrigation are taken out to construct fish raceways. No diversions exist to the Ranch place of use.

An ASCS color slide photo is available as well. It shows the beginnings of construction of the expanded fairways and fish raceways.

Amendments to statutory claim no. 36-04148 were made on 6/2/87 by George Brush on behalf of the Ranch. This amendment revised the place of use for 36-04148 by moving some acres around and reduced the total acres irrigated to 90 acres but maintained the cfs rate of 3.0 cfs.

Application for permit no. 36-08329 was filed by the Ranch on 6/2/1987 to cover the uses of the proposed subdivision. Source listed is "springs" and listed 1.5 cfs diversion rate to be diverted via pipeline. Intent of this permit was to provide 1/2 acre of irrigation per homesite and not to be used to provide irrigation of historical place of use as evidenced by conversation memo 12/2/1991 between Gary Slette and Steve Clelland. This permit is currently active.

1988

SRBA claims filed at this time. Claim no. A36-04148 was filed by the Ranch on 7/6/88 for irrigation from Clear Spring for 90 acres with 3.0 cfs and stockwater of 100 range cattle with 0.03 cfs. The Ranch never filed a SRBA claim for water from Clear Lake, including statutory claim no. 36-04149.

On the same day, John LeMoyné, on behalf of Clear Lake Country Club filed claim no. A36-04074 for irrigation from Clear Lake of 46 acres with 1.4 cfs of water and claim no. A36-10154 as an expansion of A36-04074.

SRBA claims match the statutory claims filed previously in regards to the diversion rate and total acres irrigated, except for the diversion rate of A36-04074 which has been increased to 1.4 cfs.

Pipeline from the Clear Springs is installed to the pump house owned by the Ranch per conversation memo dated 10/30/91 between George Brush and Steve Clelland. This pipeline was believed to be developed under water right permit 36-08329, which

SUBCASE NO.'S 36-04148A, 36-04148B, 36-04074 -- 7

MICROFILMED

OCT 26 1998

Exhibit D

MICROFILMED
OCT 26 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED DEC 9 1991

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

December 5, 1991

Gary D. Slette
Rosholt, Robertson & Tucker
142 3rd Ave North
P.O. Box 1906
Twin Falls, ID 83303-1906

RE: PERMIT NO. 36-8329 - CLEAR LAKE RANCH, INC. AND L & M, INC.

Dear Mr. Slette:

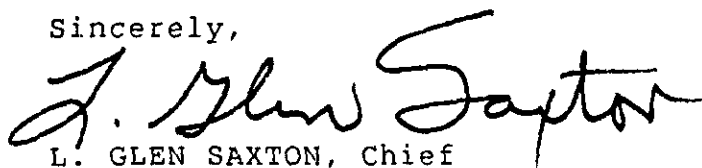
I have reviewed your letter dated December 2, 1991, in which you inquire whether the domestic use shown on the above referenced permit provides for a total irrigation amount of 1/2 acre or for 1/2 acre for each domestic use.

My review of the water right file and related correspondence in the file does not specifically show an intent to irrigate 1/2 acre in connection with each domestic use. However, whether specifically described or not, the department normally allows the development of up to 1/2 acre of irrigation with each domestic residence unless specifically prohibited in the approval. Such limited approvals generally include conditions which limit the domestic use to in-house use only.

The diversion and distribution system described on the application anticipates a community system involving a storage tank and a pipeline network to the various places of use. I have not calculated whether the maximum rate of diversion authorized for domestic use (0.7 cfs) will provide sufficient water for the domestic and related irrigation uses for domestic 85 units. As you know, the rate can not be exceeded under terms of this permit.

Please feel free to contact the department if you have additional questions.

Sincerely,


L. GLEN SAXTON, Chief
Water Allocation Bureau

c: Steve Clelland - S. Region

MICROFILMED

DEC 26 1991

Exhibit E

MICROFILMED
OCT 26 1998

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 36-04148A

NOV 24 PM 3: 57
DISTRICT COURT-S. DA
TWIN FALLS CO. IDAHO
FILED _____

NAME & ADDRESS: L & M INC
CLEAR LAKE CORPORATION
307 CLEAR LAKE LANE
BUHL ID 83316

SOURCE: CLEAR SPRINGS

TRIBUTARY: CLEAR LAKES

QUANTITY: 1.5 CFS

PRIORITY DATE: 09/19/1912

POINT OF DIVERSION: T09S R14E S02 LOT 5 (SESENE)

Within GOODING County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
Irrigation Season

QUANTITY
1.5 CFS

PLACE OF USE:

IRRIGATION

Within GOODING County

T09S R14E S01 Lot 5 (SWNW) 0.3 Lot 6 (SENE) 0.8 Lot 13 (NESW) 33.6 Lot 12 (NWSW) 21.6
Lot 15 (SWSW) 21.1
S02 Lot 8 (NESE) 1.9 Lot 7 (SWSE) 1.8 Lot 9 (SESE) 38.5
S11 Lot 5 (NENE) 9.1 Lot 6 (NWNE) 4.3
133 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 133 ACRES. COMBINED RIGHT
NOS.: 36-04148B & 36-04074.


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.


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

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-04148A

PAGE 1
NOV-20-1997

MICROFILMED

NOV 28 1998

ROSHOLT, ROBERTSON & TUCKER

Chartered
ATTORNEYS AT LAWJOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
JOHN K. SIMPSON
PATRICK D. MADIGAN
TIMOTHY J. STOVER
NORMAN M. SEMANKOTwin Falls Office
142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041Boise Office
1221 WEST IDAHO, SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6054

July 23, 1998

BY FACSIMILEAttention: Karilynn Townsend
IDAHO DEPARTMENT OF WATER RESOURCES
1301 North Orchard
Boise, ID 83706RE: Address Correction on Permit 36-08329

Dear Karilynn:

Attached is a printout from your database showing the owners and address on Permit 36-08329. I have circled the City: FAIRFIELD as it is incorrect and should be City: BUHL. You will note the street address and phone number is the same and both of them in Buhl. By this letter I am requesting that this be corrected to correctly read:

L & M INC, CLEAR LAKE RANCH INC
C/O DAVID BRUSH
307 CLEAR LAKE LN
BUHL ID 83316
208/543-4859

Thank you for your attention to this.

Sincerely,

Crystal Winney Vincent
LEGAL ASSISTANT/cwv
07239801 cv.98

MICROFILMED

OCT 26 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 16, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

CLEAR LAKE CORP & L&M INC
ROSHOLT ROBERTSON & TUCKER
PO BOX 1906
TWIN FALLS ID 83303-1906

RE: Assignment of Permit 36-08329

Dear Permit Holder(s):

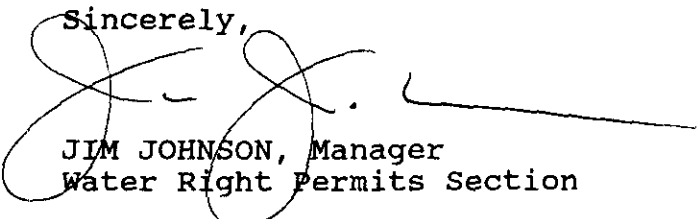
We have recently received an Assignment of Permit for the above-mentioned permit and a \$25.00 filing fee.

Research of this file indicates that the permit is currently in the name of *Clear Lake Corporation* and the requested assignment is unnecessary. Because of this, the \$25.00 filing fee will be refunded separately by our Fiscal Department.

The assignment form (with its accompanying document) is enclosed. Also enclosed is a copy of the receipt for the filing fee.

If you have any questions regarding this matter, please call me at 208-327-7947.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosures

MICROFILMED

OCT 26 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 29, 1998

Clear lake Corp L and M Inc
c/o ROSHOLT ROBERTSON
AND TUCKER
PO Box 1906
Twin Falls ID 83303-1906

RE: Permit No. 36-08329

Dear Permit Holder:

Enclosed are the forms needed to file proof of beneficial use on the above referenced water right. The forms were originally sent by certified mail on April 30, 1998, to the name and address listed on the water right permit, however, they were returned by the postal service due to insufficient address.

Please read the original enclosed letter, complete the necessary form, and return it to this office on or before the proof due date of July 1, 1998.

Please be advised that Section 42-248, Idaho Code, which became affective on July 1, 1996, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner.

If you have any questions regarding this matter, please contact me at (208)327-7953.

Sincerely,

A handwritten signature in cursive script that reads "Julie L. Yarbrough".

JULIE L. YARBROUGH
Senior Secretary, Water Allocation Bureau

Enclosures

MICROFILMED

OCT 26 1998

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1 North Orchard Street
Boise, Idaho 83706-2237

CERTIFIED

P 24J 636 064

MAIL



- ☒ Forwarding Order Expired
- ☐ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unclaimed ☐ Refused
- ☐ Attempted - Not Known
- ☐ No Such Street
- ☐ No Such Number
- ☐ No Recipient
- ☐ Other

MICROFILMED

RECEIVED
MAY 04 1998
Department of Water Resources

207 Clunville Ln
Buhl 83310
5434859

the right of the return address

April 30, 1998

CLEAR LAKE RANCH INC.
L & M INC
RT 1 BOX 2015
FAIRFIELD ID 83327

PROOF DUE NOTICE

RE: PERMIT NO. 36-08329

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before July 1, 1998.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

MICROFILMED
OCT 26 1998



ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No. 36 08-29 Reviewed by [Signature] Date 7/3/96

BASIC INFORMATION

~~YES~~ Date stamp received
YES Extension received timely
YES Fee received and receipted
YES Name and signature same as permit
NO Address Change

BASIS FOR EXTENSION REQUEST

_____ Has adequate work been completed to demonstrate due diligence?

YES Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? YES Requested? _____

_____ Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____

_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

Recommend word to July 1, 1998, on basis of litigation.

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address X _____
Change Proof Due Date 7/1/98 _____
Change Priority Date X _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 3, 1996

Clear Lake Corp./L & M, Inc.
c/o ROSHOLT ROBERTSON & TUCKER
P.O. Box 1906
Twin Falls, ID 83303-1906

RE: Permit No. 36-08329

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time submitted in connection with the above referenced permit. The time within which to submit proof of beneficial use is extended to **July 1, 1998**. Please note that the department has granted this extension based on **due diligence**. It is important that you work diligently toward the completion of the development during the construction period allowed since the department **will not** be able to grant additional extensions based on due diligence.

Please be advised that Section 42-248, Idaho Code, which became affective on July 1, 1996, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner. Failure to maintain current records with the department could result in the assessment of a monetary penalty.

Please contact me at (208)327-7953 if you have any questions regarding this matter

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

C: IDWR - Regional Office

AUG 07 1996

Attachment to Request for Extension of Time

Although the applicant has proceeded with due diligence to complete the development of the project, Phases 3 and 4 have not been completed because:

(1) Less Than Five Years Granted by Original Extension. Insufficient time was provided by the initial extension. Five years was requested by the applicant to complete Phases 2, 3 and 4 of the project (see Exhibit "A"), but only three years were granted under Section 42-204, Idaho Code. As a result, only Phases 1 and 2 have been fully completed. The applicant respectfully requests an extension of two years, pursuant to Section 42-218, Idaho Code, to complete Phases 3 and 4.

Developmental prudence requires the developer to divide or plat large projects into phases. This is done to achieve a certain economic maturity to a phase before beginning another phase. When all phases are successfully platted they fit, like a puzzle with roads, easements, and common grounds, tying together the completed project. Phases 3 and 4 are the smaller finishing phases completing the project.

It would be unreasonable, and not in the public interest, to limit a large Planned Unit Development in a somewhat remote area such as Clear Lake to be completed in less than ten years. Certainly, it is in the public interest to allow the developer to complete the project in the next two years.

(2) Litigation. The Department's non-recommendation for water right no. 36-04148A in the Snake River Basin Adjudication (SRBA) has called into question the extent of development permitted under Permit No. 36-08329. In addition, the legal status of Permit No. 36-08329 itself has been put at issue during the litigation on 36-04148A. Both rights are derived from the same source and serve the same Planned Unit Development, but for different purposes.

The response to No. 10 on the approved Application for Permit for Permit No. 36-08329 (see Exhibit "B") clearly states that water right no. 36-04148 (which was later split into 36-04148A and 34-04148B) would be used to irrigate the Planned Unit Development. This would allow Permit No. 36-08329 to be used for domestic and commercial purposes, rather than irrigation. In the pending litigation regarding 36-04148A, however, the Department contends that 36-08329 was intended to be used for irrigation. This raises a serious question regarding the legal status of Permit No. 36-08329 within the context of existing litigation.

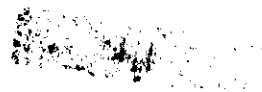
Of course, if 36-04148A, or any part of it, is made unavailable by decree of the SRBA Court, a portion of 36-08329 will need to be apportioned to irrigate the lawns and common areas of the Planned Unit Development. Although the applicant has sought assurances from the Department that Permit No. 36-08329 could be used for irrigation if necessary, this is not the applicant's preference. The fact is that the areas are already irrigated or stubbed-in in reliance upon 36-04148A. If 36-04148A is not confirmed, less water would be available to serve Phases 3 and 4 under the permit. An examination of the Department's SRBA file for 36-04148A and the permitting file for 36-08329 will verify the relationship between 36-08329 and the SRBA litigation. Specifically, the most recent Departmental report on 36-04148A highlights the legal relationship between the two rights (see Exhibit "C").

FILE 071336

As a result, until water right no. 36-04148A is confirmed in the SRBA, the legal status of Permit No. 36-08329 is unknown and the applicant is unable to complete Phases 3 and 4 of the project. Water right no. 36-04148A is currently scheduled to go to trial on October 1, 1996, with a possibility of subsequent appeals to the Presiding Judge and the Supreme Court, depending upon the outcome. As a result, a minimum of two additional years is requested, pursuant to Section 42-204, Idaho Code. More time will be needed if the litigation is prolonged.

(3) Federal Permission. Additional permissions are required from federal and state governmental agencies before completing the development. These permissions relate to water quality and other environmental requirements associated with the development. This reason for extension is further aggravated by the litigation situation explained above in (2). A minimum of two additional years is requested, pursuant to Section 42-204, Idaho Code.

06219604.NMS



AUG 07 1996

2000-2001

APR 9 7 1996

RECEIVED

JUN 15 1993

Department of Water Resources
Southern Region Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 Fee Received by DF
Date 6/15/93
Receipt No. 3015878

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-8329

Name(s) of Permit Holder: Clear Lake Corporation (49%) f.k.a. Clear Lake Ranch, Inc.
L & M, Inc. (51%)

Mailing Address: Clear Lake Corporation 307 Clear Lake Lane, Buhl, Idaho 83316
L & M, Inc. Route 1, Box 2015, Fairfield, Idaho 83327

Date Proof is Due July 1, 1993 Clear Lake Corp 543-4859
Telephone No. L & M Inc. 764-2365

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

Diverting works, pumping station, and Phase 1 line extensions (24 lots) completed October
1989. Phase 2 (45 lots) line extensions and pumping station additions 95% complete as of
June 15, 1993. PHASE 3 AND 4 HAVE NOT BEGUN. D.B. TOTAL
PROJECT APPROXIMATELY 50% COMPLETE. D.B. Costing \$ 255,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

This project (The Clear Lake Ranch P.U.D.) is and has proceeded with prudent diligence, and
has achieved steady progress. The magnitude of the project, environmental sensitivities,
regional economics, and proper planning have consumed more time than initially approved.
A portion of the water subject to this permit has been applied to beneficial use.

Permit holder(s) request an extension to July 1, 19 98.

FEE: \$15.00

(Signature)*

David D. Brush 6-15-93
David D. Brush Pres. Clear Lake Corporation 06-15-93
*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

Signed this _____ day _____, 19 _____

Exhibit B

Exhibit B

Page 071096

RECEIVED

JUN 2 1987
Form 202
6/85
Department of Water Resources
Southern Region Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 36-8329

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant Clear Lake Ranch Inc. Phone 934-8411
Post office address % David Brush 423 Idaho Street, Gooding, Idaho, 83330
2. Source of water supply Springs which is a tributary of Clear Lake
3. Location of point of diversion is _____ 1/4 of SE* _____ 1/4 of NE* _____ 1/4, Govt. Lot 5
Sec. 2 Township 9S Range 14E B.M. Gooding County; additional
*kw 12/30/1987
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.70 for Domestic purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.20 for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 1.50 for Fire Protection purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 1.50 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. A 15"X30' collector pipe to a diversion box which will deliver via a 12" pipeline to a 15000 gallon storage tank then via pipeline network to various places.
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.
c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
d. Is ground water with a temperature of greater than 90°F being sought? _____
7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year).

AUG 6 1987

Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. 250 family units
- e. Other; describe fully. Commercial - 14 commercial units
Five Protection of PUD named "Clear Lake PUD"

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S.	14E.	1							4.5	4.6	4.13	4.12	4.15						
									X	X	X	X	X						
9S.	14E.	2													4.8			4.9	
															X			X	

X - Domestic & Commercial & Fire Prot. Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None but other rights cover irrigation use (36-4148, 36-4149)
11. a. Who owns the property at the point of diversion? Idaho Power Co.
 b. Who owns the land to be irrigated or place of use? Clear Lake Ranch Inc.
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Easement to spring area is being negotiated.
12. Remarks: This filing is intended not to exceed 3.0 cfs when combined with applicants other water claims from spring source. Refer to Sales Agreement between Clear Springs Trout Co. & Clear Lake Ranch Inc. dated Oct. 12, 1983.

AUG 07 1985

Exhibit C

84

AUG 07 1986

4 1996

COPY

REPORT REGARDING CLAIMS TO WATER RIGHT NO.'S
36-04148A, 36-04148B, 36-04074

In Re SRBA
Twin Falls County Civil Case No. 39576
Subcase no.'s 36-04148A, 36-04148B, 36-04074

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Karl J. Dreher, Director
June 11, 1996

AUG 07 1996

1986

ASCS color slide photo is available for this year. The place of use for the Ranch and CLCC is the same as on maps and photos described previously.

1987

An ASCS aerial map was available for this year, showing some changes in the historical irrigation pattern. Fairways on golf course are under construction per the ASCS map and 5.4 acres of irrigation are taken out to construct fish raceways. No diversions exist to the Ranch place of use.

An ASCS color slide photo is available as well. It shows the beginnings of construction of the expanded fairways and fish raceways.

Amendments to statutory claim no. 36-04148 were made on 6/2/87 by George Brush on behalf of the Ranch. This amendment revised the place of use for 36-04148 by moving some acres around and reduced the total acres irrigated to 90 acres but maintained the cfs rate of 3.0 cfs.

Application for permit no. 36-08329 was filed by the Ranch on 6/2/1987 to cover the uses of the proposed subdivision. Source listed is "springs" and listed 1.5 cfs diversion rate to be diverted via pipeline. Intent of this permit was to provide 1/2 acre of irrigation per homesite and not to be used to provide irrigation of historical place of use as evidenced by conversation memo 12/2/1991 between Gary Slette and Steve Clelland. This permit is currently active.

1988

SRBA claims filed at this time. Claim no. A36-04148 was filed by the Ranch on 7/6/88 for irrigation from Clear Spring for 90 acres with 3.0 cfs and stockwater of 100 range cattle with 0.03 cfs. The Ranch never filed a SRBA claim for water from Clear Lake, including statutory claim no. 36-04149.

On the same day, John LeMoyné, on behalf of Clear Lake Country Club filed claim no. A36-04074 for irrigation from Clear Lake of 46 acres with 1.4 cfs of water and claim no. A36-10154 as an expansion of A36-04074.

SRBA claims match the statutory claims filed previously in regards to the diversion rate and total acres irrigated, except for the diversion rate of A36-04074 which has been increased to 1.4 cfs.

Pipeline from the Clear Springs is installed to the pump house owned by the Ranch per conversation memo dated 10/30/91 between George Brush and Steve Clelland. This pipeline was believed to be developed under water right permit 36-08329, which

SUBCASE NO.'S 36-04148A, 36-04148B, 36-04074 -- 7

FILE 97 1995

April 30, 1996

CLEAR LAKE RANCH INC.
L & M INC
RT 1 BOX 2015
FAIRFIELD ID 83327

PROOF DUE NOTICE

RE: PERMIT NO. 36-08329

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before July 1, 1996.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

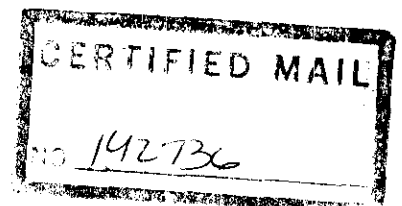
SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

RECEIVED

AUG 07 1996



**ANALYSIS SHEET
FOR
EXTENSION OF TIME**

Permit No. 36-08329 Reviewed by Klg Date 6/16/93

BASIC INFORMATION

6/15/93 Date stamp received
yes Extension received timely
yes Fee received and receipted
no Name and signature same as permit
yes Address Change

BASIS FOR EXTENSION REQUEST

yes Has adequate work been completed to demonstrate due diligence?
Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? _____ Requested? _____
Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____
Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

*Recommend for approval Based on due diligence
Extend to 7/1/98*

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address Clear Lake Corp
C/o David Brushy 307 Clear Lake Lane Buhr 83316
Change Proof Due Date 6/18/93
Change Priority Date _____



Department of State.

**CERTIFICATE OF AMENDMENT
OF**

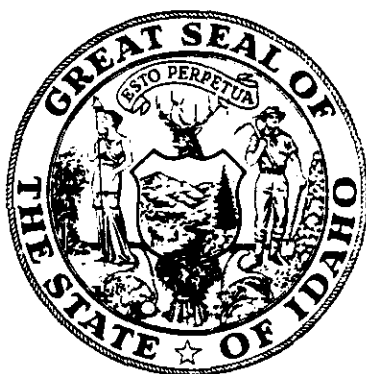
CLEAR LAKE RANCH, INC.

I PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Amendment to the Articles of Incorporation of _____
CLEAR LAKE CORPORATION

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of
Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles
of Amendment.

Dated February 14, 19 90.



Pete T. Cenarrusa

SECRETARY OF STATE

Sheryl Dewries

Corporation Clerk

[Faint stamp]

JUN 30 1993



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

RECEIVED

JUN 16 1993

Department of Water Resources

/ Water Resources

July 30-91

DATE OF CLOSING: July 23, 1991

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
 Section _____ 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM.
 Lot _____ Block _____, Subdivision/Townsite _____
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: 36-08329
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Clear Lake Corporation
 292 Clear Lake Lane
 Buhl, ID 83316
- ☐ New Owner/Claimant (Purchaser): 51% interest to L & M, INC.
- ☐ New Mailing Address: Route 1, Box 2015
 Fairfield, ID 83327
- ☐ New Telephone Number: (208) 764-2365
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Warranty Deed Note: A 51% interest was transferred

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s): Jon Mellen Date 7-23-91
 By: Jon Mellen, President of L&M, Inc. Date
- ☐ Signature of Former Owner/Claimant(s): David Brush Date 7-23-91
 By: David Brush, President of Clear Lake Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
 Initial Review and Data-Entry
 Date: _____ By: _____
 Further Action Needed:
 Further Action Taken
 Date: _____ By: _____
 Final Review and Data-Entry
 Date: _____ By: _____
 Claim Numbers of Split, if any:

RECORDED

JUN 30 1993

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner

36-8329

April 30, 1993

CLEAR LAKE RANCH INC.
L & M INC
RT 1 BOX 2015
FAIRFIELD ID 83327

PROOF DUE NOTICE

RE: PERMIT NO. 36-08329

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before July 1, 1993. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

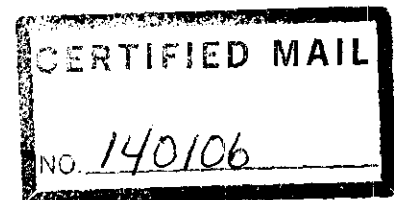
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

Karen L. Gustafson
Secretary/Records Manager

Enclosures



MICROFILMED
JUN 30 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

December 5, 1991

Gary D. Slette
Rosholt, Robertson & Tucker
142 3rd Ave North
P.O. Box 1906
Twin Falls, ID 83303-1906

RE: PERMIT NO. 36-8329 - CLEAR LAKE RANCH, INC. AND L & M, INC.

Dear Mr. Slette:

I have reviewed your letter dated December 2, 1991, in which you inquire whether the domestic use shown on the above referenced permit provides for a total irrigation amount of 1/2 acre or for 1/2 acre for each domestic use.

My review of the water right file and related correspondence in the file does not specifically show an intent to irrigate 1/2 acre in connection with each domestic use. However, whether specifically described or not, the department normally allows the development of up to 1/2 acre of irrigation with each domestic residence unless specifically prohibited in the approval. Such limited approvals generally include conditions which limit the domestic use to in-house use only.

The diversion and distribution system described on the application anticipates a community system involving a storage tank and a pipeline network to the various places of use. I have not calculated whether the maximum rate of diversion authorized for domestic use (0.7 cfs) will provide sufficient water for the domestic and related irrigation uses for domestic 85 units. As you know, the rate can not be exceeded under terms of this permit.

Please feel free to contact the department if you have additional questions.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: Steve Clelland - S. Region

JUN 30 1993

ROSHOLT, ROBERTSON & TUCKER
Chartered

ATTORNEYS AT LAW

142 3rd AVENUE NORTH

P.O. BOX 1906

WIN FALLS, IDAHO 83303-1906

TELEPHONE (208) 734-0700

FAX (208) 736-0041

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
GARY L. QUIGLEY
JUSTIN R. SEAMONS
JOHN O. FITZGERALD
D. BERNARD ZALEHA

Boise Office
1020 MAIN ST., SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

RECEIVED
DEC 03 1991

Department of Water Resources

December 2, 1991

Glen Saxton
Idaho Department of Water Resources
1301 North Orchard
Statehouse Mail
Boise, ID 83720

RE: Permit No. 36-8329 (Clear Lake Ranch, Inc.)

Dear Glen:

I represent the applicant of the above-numbered permit. A question has arisen concerning the nature of use of the water which is intended for use on a housing development project around the Clear Lake Golf Course in Buhl. At all times, the applicants have planned that as each individual lot owner constructed a residence, he would be entitled to irrigate up to one-half an acre by virtue of the domestic use aspect of the application. Discussions with Steve Clelland at the Southern Region IDWR office have tended to indicate that he believes that the application would permit a total of only one-half acre of irrigation, rather than one-half acre for each residence unit. The number of dwelling units has been significantly reduced, and the plan now envisions a total of 85 total units. It does not make sense to drill 85 individual wells to irrigate such small acreages when the domestic component was intended to accomplish the same thing.

Evidently, Steve has had some conversations with Tim Luke, in which Tim indicated that the Department has permitted limited irrigation of residential lots in a subdivision under the domestic component of an application. However, I believe that my clients need something a little more secure in making

RECEIVED

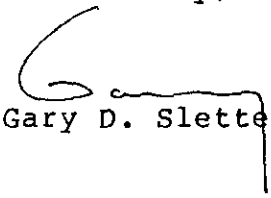
JUN 30 1993

Glen Saxton
Page 2
December 2, 1991

their decisions concerning this matter. I would appreciate it if you would consider the foregoing, and advise me of the Department's position concerning irrigation for each of the residential lots if they are less than one-half acre in size.

Please contact me if you have any questions.

Yours truly,


Gary D. Slette

GDS/mw
15681

cc: Clear Lake Corporation
Attn: George "Woody" Brush

JUN 30 1993

November 6, 1991

L & M INC
RT 1 BOX 2015
FAIRFIELD ID 83227

Re: Permit No. 36-08329

Dear Permit Holder(s):

We acknowledge receipt of the correspondence transferring 51% of the ownership of the above referenced water right to you. We have modified our computer records to reflect this change in ownership.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

PS:blm

RECEIVED

NOV 15 1991

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 334-7900
August 8, 1988

CLEAR LAKE RANCH, INC.
C/O DAVID BRUSH
423 IDAHO STREET
GOODING, ID 833300000

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. 36-08329

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct you attention to the conditions of approval on the final page.

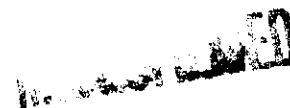
Please be advised that water quality is subject to regulations of the Idaho Department of Health and Welfare. We suggest that you check with them before starting construction.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port, or to provide a certified measurement or computation of flow based upon the design of the system to be prepared by a professional engineer.

Sincerely,

Gary Spackman
Supervisor, Water Allocation Section

GS: SC
Enclosures


SEP 28 1988

MEMORANDUM

TO: FILE 36-8329

FROM: JIM JOHNSON *JW*

RE: WATER USE UNDER THIS PERMIT

DATE: 7-6-88

On this date Mr. Brush visited Allen M. in Twin Falls inquiring as to the reason this application had not been approved. When informed of the 2.0 limitation and that with a rate of 1.50 cfs this limitation would be exceeded he explained that the capacity of the system would be designed for 1.50 cfs but the only diversion would be for Domestic and Commercial uses. The total volume diverted under these uses would not exceed 2.0 ac ft/day.

I recommend that we approve the application using a condition to limiting the daily volume to 2.0 ac ft or less.

FILED

SEP 28 1988

36-8329

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: T.G. Blau

APPLICATION NUMBER: 36

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☐ Map.
☒ Signature.
☒ Fee.

Field check by: _____

Date: _____

Comments: _____

- ☒ Yes ☐ No Field check required.
☐ Yes ☒ No Critical groundwater area.
☐ Yes ☒ No Request dam safety information. Sent by: _____ Date: _____
☒ Yes ☐ No* In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.

Copies sent by: _____

Date: _____

☒ Other Dept. of Health & Welfare

MB

11/30/87

PROCESSING:

- ☐ Yes ☒ No
☒ Yes ☐ No

Platted by: _____

Map No. BB-20

Other rights on same place of use. 36-4148, 36-4149

- ☒ Yes ☐ No*

In form for advertising.

Final date for protests: _____

- ☐ Yes ☒ No

Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: _____
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application.
☒ Publication dates and paper, recorded on application.

☒ Protests, dates, withdrawal, etc., recorded on application.

☒ Recommendation & initial, recorded on application.

☒ Yes ☐ No Measuring device required.

☒ Yes ☐ No Access port required.

☒ Yes ☒ No Will water be delivered by watermaster? If yes, what district? _____

6/2/87 Date of priority recommended.

Special conditions of approval or cover letter. OIF, 04, 26

By: ADM

Date: 11/30/87

STATE OFFICE REVIEW:

- ☐ See attached sheet for more information.

By: EW

Date: 7/19/88

RECEIVED
DEC 02 1987

Department of Water Resources

see memo of 7/6/88
Held app. → amt. > 1.0 cfs - will have to limit to 2 AF if processed now - EW 12/30/87
5 yrs. is reasonable for this size of development -

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX						

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX						

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX						

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX						

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX						



STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE 734-9520

DIVISION OF ENVIRONMENT
P. O. Box 1626
Twin Falls, ID 83303-1626

RECEIVED

DEC 7 1987

December 3, 1987

Department of Water Resources
Southern Region Office

Loren O. Holmes
Southern Region Manager
Department of Water Resources
2148 4th Avenue East
Twin Falls, Idaho 83301

RECEIVED

DEC 09 1987

Re: Application For Permit #36-8329

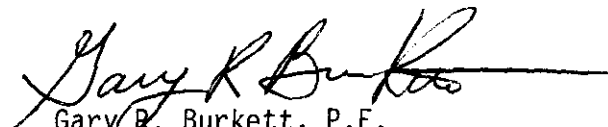
Loren,

Department of Water Resources

The permit application #36-8329 involves a use which qualifies as a public water system as defined in the Idaho Regulations For Public Drinking Water Systems. The source should not be developed until plans and specifications have been approved by our office.

If you have any questions then please call.

Respectfully,


Gary R. Burkett, P.E.
Water Quality Engineer

GRB/ta

RECEIVED

SEP 28 1988

EQUAL OPPORTUNITY EMPLOYER



State of Idaho
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

2148 4th Ave. E.
Twin Falls, Idaho 83301
(208) 734-3578

July 21, 1987

Clear Lake Ranch
c/o David Brush
423 Idaho Street
Gooding, ID 83330

Re: Application for Permit No. 36-8329

Dear Mr. Brush:

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned identification No. 36-8329. Please refer to this number in all further correspondence.

This office will be advertising the application in the Gooding County Leader on 8/5 & 8/12/87. The advertisement will be published correctly for two weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our state office in about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

Loren O. Holmes, P. E.
Southern Region Supervisor

SEP 28 1988

LOH:mb



State of Idaho
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

2148 4th Ave. E.
Twin Falls, Idaho 83301
(208) 734-3578

July 21, 1987

Gooding County Leader
Box 56
Gooding, ID 83330

Re: 36-8329

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary A. Baldwin
Sec/Office Coord.

Encl:



SEP 28 1988



NOTICE OF APPLICATION FOR WATER PERMIT

The following application (s) have been filed to appropriate the public waters of the State of Idaho:

36-8329

CLEAR LAKE RANCH, INC.
c/o David Brush
423 Idaho Street; Gooding, ID 83330

SOURCE: Springs trib. to Clear Lake

Diversion Pt: Lot 5, Sec. 2, T9S, R14E, Gooding County; 6 miles North & 1 1/4 miles West of Buhl.

Use: Domestic	(0.70 CFS)
Commercial	(0.20 CFS)
Fire Protection	(1.50 CFS)

Date Filed: June 2, 1987

In: Lot 5 (SWNW), Lot 6 (SENW), Lot 13 (NESW), Lot 12 (NWSW), Lot 15 (SWSW), Sec. 1; Lot 8 (NESE), Lot 9 (SESE), Sec. 2, T9S, R14E.

The permit (s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Southern Region, 2148 Fourth Avenue East., Twin Falls, Idaho 83301 on or before August ~~24~~, 1987.

31

KEN DUNN, Dir.

Published 8/12¹² & 8/19¹⁹/87

SEP 28 1988

GOODING LEGAL

NOTICE OF APPLICATION
FOR WATER PERMIT

The following application has been filed
to appropriate the public waters of the
State of Idaho:

36-8329

CLEAR LAKE RANCH, INC., c/o David
Brush, 423 Idaho Street, Gooding, ID
83330

SOURCE: Springs trib. to Clear Lake
Diversion Pt: Lot 5, Sec. 2, T9S, R14E,
Gooding County; 6 miles North and 1 1/4
miles West of Buhl.

Use: Domestic (0.70 CFS)

Commercial: (0.20 CFS)

Fire Protection: (1.50 CFS)

Date Filed: June 2, 1987

In: Lot 5 (SWNW), Lot 6 (SENW), Lot 13
(NESW), Lot 12 (NWSW), Lot 15 (SWSW),
Sec. 1; Lot 8 (NESE), Lot 9 (SESE), Sec. 2,
T9S, R14E.

The permit will be subject to all prior
water rights. Protests must be filed with
the Director, Dept. of Water Resources,
Southern Region, 2148 Fourth Avenue
East, Twin Falls, Idaho 83301 on or before
August 31, 1987.

Kenneth Dunn, Director
269018 - G8-12-21c

RECEIVED

AUG 10 1987

Department of Water Resources
Southern Region Office

OK
MB
8/11/87

RECEIVED

SEP 28 1987

STAFF ANALYSIS SUPPLEMENT

1) Water District _____ Basin # 36

2) Local Description: (of one P/D)

☐

At the above street address

☒

6 miles N/S N and 1/4 miles E/W W
of Buhl (City or landmark).

☐

Other (describe) _____