

After Recording Return to:

WILDERNESS WEST, L.L.C.
P.O. BOX 18213
SEATTLE, WA 98118

Tracts AA-JJ
Record of Survey Recorded 5/15/00
Instrument No. 97893

Instrument # 98367
COUNCIL ADAMS, IDAHO
2000-07-20 02:35:44 No. of Pages: 11
Recorded for : **TIMBERLINE TITLE & ESCROW**
MICHAEL FISK Feb: 33.00
Ex-Officio Recorder Deputy *Peggy Pinkal*

DECLARATION OF BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

WILDERNESS WEST, L.L.C., a Washington Limited Liability Company, hereinafter referred to as Grantor, does hereby certify and declare:

Section 1. General Provisions. The Grantor is the owner of certain land which is legally described in Exhibit A attached hereto, located in Adams County, Idaho. Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

Section 2. Definition of Terms. That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantor, and to its successors, representatives and assigns, and to any person or persons, or other legal entity to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation, association or other legal entity who originally purchased a Tract of land from the Grantor, but also to any person, corporation, association or other legal entity who hereafter shall assert or claim any right, title, claim or interest in and to said land or any lot piece or parcel thereof, whether as successors in title voluntarily or by operation of law.

The term "Tract" shall refer to a piece of real estate which is separately described as set forth in Exhibit A, and which is recognized by Adams County as a legal and separate piece of real estate, and which property is included in the land which is subject to these building restrictions and protective covenants.

Section 3. Violation and Enforcement. If any Grantee violates or attempts to violate any of the provisions of these building restrictions and protective covenants, then any person or persons, corporation, association or other legal entity, owning a Tract described in Exhibit A attached hereto, or any other adjacent land, on which these building restrictions, and protective covenants have been recorded by Grantor, or by any lawful municipal authority, shall have full power and authority, to prosecute any proceeding at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation.

In the event that any provision, sentence or paragraph contained in these building restrictions and protective covenants is invalidated by judgment or court order, it shall not affect or invalidate any of the other provisions, sentences or paragraphs of these building restrictions and protective covenants, but the same shall remain in full force and effect.

Section 4. Term of Restrictions/Amendment. These building restrictions and protective covenants shall run with the land described herein and shall be binding upon the parties hereto, and all successors in title and interest of any of the said parties, or any part thereof, until January 1, 20___, at which time said restriction shall be automatically extended for a successive period of ten years, unless the owner or owners of the legal title to not less than two-thirds of the Tracts, agree to amend these building restrictions and protective covenants, provided that any amendment shall not materially diminish the general quality and character of the property development required under these building restrictions and protective covenants. Any amendment or termination of these building restrictions and protective covenants shall be in writing, duly signed and acknowledged, and shall become effective upon the filing of the same in the office of the county recorder of Adams County, Idaho.

Section 5. Temporary Structures. No structure of a temporary character, camp trailer, basement, tent, or shack shall be used on any Tract at any time as a residence, except as temporary living quarters while a permanent dwelling is under construction. Any such temporary structure will be permitted on the Tract for a maximum of six (6) months, after which it must be removed or properly garaged. No working or commercial vehicle, one and one-half ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked on any Tract, nor on the street adjacent thereof, unless properly garaged.

Section 6. Building Restrictions. Each Tract shall constitute a building site and not more than one family dwelling and one detached guest house shall be placed, constructed or maintained on each building site. Except as specifically provided herein, no building site shall be used except for residential or agricultural purposes, and no building shall be erected, altered, placed, or permitted to remain on any building site other than one detached primary single family home and one detached guest house.

Each primary residential dwelling erected, constructed, maintained, or permitted on each building site shall contain a minimum of at least one thousand two hundred (1,200) square feet of floor area, exclusive of garages, open entries, porches, basements, and terraces, and each primary residential

dwelling shall cost at least a minimum of EIGHTY THOUSAND DOLLARS (\$80,000.00) based upon minimum construction cost levels of \$66.00 per square foot prevailing on date these covenants are recorded, exclusive of the cost of said building site; and for this purpose, the cost shall be construed to mean the actual cost or contract price of erecting and constructing said primary residential dwelling and garage. Any detached guest house shall likewise have a minimum construction cost of \$66.00 per square foot based upon cost levels prevailing on the date these covenants are recorded as provided herein. However, the detached guest house shall not be subject to the minimum size requirement of the primary residential dwelling.

It shall be permissible, where a single family residence has been constructed on a particular Tract, to erect in connection therewith appropriate fences, corrals, stalls, barns, and shop buildings, for the storage and keeping of machinery, hay and feed, and for the keeping of livestock, provided that any building shall have a finished exterior and shall be compatible with the constructed single family residence.

Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.

Section 7. Prosecution of Work. The work of construction of all buildings, alterations and additions thereof, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions are completed and painted. All buildings, alterations and additions shall be fully completed as to external appearance, within six months of commencement unless prevented by cause not due to grantee's neglect, or failure to prosecute diligently the work to completion.

Section 8. Limitation of Use. No prefabricated home (but excluding prefabricated trusses and other prefabricated building elements), manufactured home, trailer house, mobile home, or so-called double-wide mobile home shall be maintained or installed upon any building site as a residence or for any other purpose. All buildings shall be constructed on site. All residential dwellings shall have concrete foundations with vertical frost walls cast upon spread footings.

Section 9. No Subdivision of Tracts. Any Tract of land which is subject to these Building Restrictions and Protective Covenants, and which is conveyed to any Grantee by Grantor, shall at no time be divided or subdivided into smaller tracts or lots.

Section 10. Other Development Projects of Grantor. With regard to any real estate owned by Grantor, other than the real estate described in Exhibit A attached hereto, which Grantor shall seek to subdivide, re-zone, improve or otherwise develop, each Grantee, as a condition for purchasing a parcel from Grantor designates and appoints Grantor as Grantee's special attorney-in-fact to approve, consent to and support any such land use action or development sought by Grantor. This designation of authority and proxy, is coupled with an interest and shall not be revoked without the written consent of Grantor. Further, all Grantees waive any and all right of protest and shall not act in any way inconsistent with this designation of authority to Grantor.

Section 11. Sewage Disposal. All bathroom sinks and toilet facilities shall be inside the dwelling house and shall be connected by underground pipes with a septic tank of a depth and type of construction approved by Adams County and State of Idaho Health Authorities. The drains from said septic tanks shall be kept within the building lot limits of each building site and the effluent from septic tanks shall not be permitted to discharge into any streams or open drains, as provided by Idaho law and Southwest District Health Department regulations.

Section 12. Refuse. No car bodies, discarded appliances or unsightly materials may be stored upon the real property.

Section 13. Garbage and Trash. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, compost pile, or other unsightly objects shall be allowed to group, accumulate or remain on any Tract so as to be a detriment to the neighborhood or become a fire hazard. It shall be the responsibility of each Owner of a Tract to transport his garbage and trash to the Adams County designated land fill on a regular basis until such time as a regular public collection route is established.

Section 14. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done or maintained thereon which may become an annoyance or nuisance to the neighborhood or detract from its value.

Section 15. Billboards and Signs. No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land; except, however, there shall be a right to display signs during the period that a grantor or grantee, or its authorized agents, are placing any building site or sites upon the market for sale.

Section 16. Utility Easements. Grantor reserves easements appurtenant to each Tract in Exhibit A and grants easements appurtenant to each Tract in Exhibit A for installation and maintenance of utilities, storm sewers and electrical, gas, telephone, and water lines over, under and across a ten-foot (10') strip along each side of the lot line between adjoining Tracts and twenty feet (20') along the exterior boundary line of the Tracts described in Exhibit A. Within these easements, no structure, such as patios, outbuildings, etc., shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directional flow of drainage piping in the easements. A utility or storm sewer in the easement area of each Tract shall be maintained continuously by the person benefitting most directly from the utility or storm drain except for those improvements for which a public authority or utility company is responsible. In the case where a utility or storm sewer is installed in the easements herein defined, the cost to restore the property to its original state prior to this installation shall be borne by the Grantee or Grantees who require the utility or storm

sewer. Any and all drainage collected or sufficiently concentrated to create erosion problems shall be piped at the expense of the Owner discharging the water to the nearest suitable discharge point.

DATED this 14 day of July, 2000.

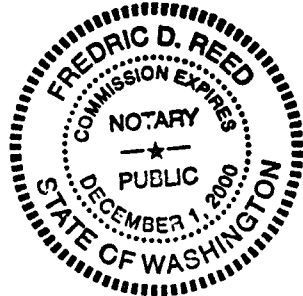
WILDERNESS WEST, L.L.C.

By: *Kenneth K. Cederstrand*
Kenneth K. Cederstrand, Member/Manager

STATE OF WASHINGTON)
) ss.
County of King)

On this 14th day of July, 2000, before me personally appeared KENNETH K. CEDERSTRAND, to me known to be the Member/Manager of WILDERNESS WEST, L.L.C, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Fredric D. Reed
Name (printed): Fredric D. Reed
Notary Public in and for the State
of Washington, residing at Seattle
My commission expires: 12-1-00

TRACT A-A, CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
Sections 10 and 11: A tract of land located in portions of the SE1/4NE1/4 and NE1/4SE1/4 of Section 10, and the SW1/4NW1/4 and NW1/4SW1/4 of Section 11 more particularly described as follows:

Beginning at a point on the line common to Sections 10 and 11, T15NR2WBM, Adams County, Idaho, said point being North 00° 25' 51" West 110.28 feet from the ¼ corner common to Sections 10 and 11;

Thence North 00° 25' 51" West 548.99 feet along said line to the Southwest corner of the N1/2SW1/4NW1/4 of Section 11;

Thence North 89° 19' 57" East 387.52 feet along the South line of the N1/2SW1/4NW1/4 of Section 11 to the thread of the Weiser River;

Thence upstream along said thread and along that line of agreement of portion "E" on Record of Survey Instr. No. 95699 through the following two courses:

1. South 59° 25' 00" East 86.77 feet;
2. South 87° 20' 00" East 117.75;

Thence South 14° 20' 44" West 461.44 feet;

Thence South 00° 00' 00" West 326.16 feet to a point on a nontangent curve with center being South 15° 28' 06" East 215.00 feet radial distance;

Thence counterclockwise along said nontangent curve an arc distance of 123.47 feet (chord South 58° 04' 48" West 121.78 feet) to a point on a compound curve with center being South 48° 22' 17" East 415.00 feet radial distance;

Thence counterclockwise along said compound curve an arc a distance of 535.11 feet (chord South 04° 41' 21" West 498.80 feet);

Thence South 32° 15' 00" East 79.21 feet;

Thence along a 215.00 foot radius curve to the right an arc a distance of 462.49 feet (chord South 29° 22' 30" West 378.34 feet);

Thence North 89° 00' 00" West 200.00 feet;

Thence along a 2000.00 foot radius curve to the left an arc a distance of 206.53 feet (chord South 88° 02' 30" West 206.44 feet);

Thence South 85° 05' 00" West 383.41 feet to a point on the centerline of Goodrich Creek Road and a nontangent curve with center being South 85° 07' 20" West 1200.00 feet radial distance;

Thence along the centerline of Goodrich Creek Road and the Easterly boundary of Tract "A" of Record of Survey Instr. No. 91404 through the following five courses:

1. Counterclockwise along said nontangent curve an arc a distance of 191.67 feet (chord North 09° 27' 12" West 191.46 feet) to a point on a reverse curve with center being North 75° 58' 15" East 1000.00 feet radial distance;
2. Clockwise along said reverse curve an arc a distance of 394.37 feet (chord North 02° 43' 52" West 391.82 feet);
3. North 08° 34' 00" East 153.71 feet;
4. Along a 174.64 foot radius curve to the left an arc a distance of 88.33 feet (chord North 05° 55' 25" West 87.40 feet);
5. North 20° 24' 50" West 46.99 feet to the thread of the Weiser River;

Thence North 49° 15' 00" East 225.00 feet upstream along said thread;

Thence North 15° 50' 00" East 168.20 feet upstream along said thread to a point on the East-West midsection line of Section 10;

Thence South 87° 41' 41" East 242.28 feet along said East-West midsection line of Section 10 to the Southwest corner of Portion "B" of Record of Survey Instr. No. 95699;

Thence North 61° 00' 00" East 168.35 feet along the Northerly boundary of last said Portion "B";

Thence North 71° 45' 00" East 64.59 feet along the Northerly boundary of last said Portion "B" to the line common to Sections 10 and 11 and the REAL POINT OF

BEGINNING.

EXCEPTING GOODRICH CREEK ROAD AS NOW ESTABLISHED

CONTINUED

Tract B-B, CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Sections 10 and 11: A tract of land located in portions of the NE1/4SE1/4 of
 Section 10 and the SW1/4NW1/4 and NW1/4SW1/4 of Section 11, T15NR2WBM, Adams County,
 Idaho, more particularly described as follows:

Beginning at a point on the line common to Sections 10 and 11, T15NR2WBM, Adams
 County, Idaho, said point being North 00° 25' 51" West 128.78 feet from the South 1/16
 corner common to Sections 10 and 11;

Thence North 89° 25' 33" West 622.02 feet along that line of agreement of Portion "A"
 on Record of Survey Instr. No. 95696 to a point in the centerline of Goodrich Creek
 Road and a nontangent curve with center being South 86° 32' 54" West 1200.00 feet
 radial distance;

Thence counterclockwise along said centerline and nontangent curve an arc a distance
 of 29.86 feet (chord North 04° 09' 53" West 29.86 feet);

Thence North 85° 05' 00" East 383.41 feet;

Thence along a 2000.00 foot radius curve to the right an arc a distance of 206.53
 feet (chord North 88° 02' 30" East 206.44 feet);

Thence South 89° 00' 00" East 200.00 feet;

Thence along a 215.00 foot radius curve to the left an arc a distance of 462.49 feet
 (chord North 29° 22' 30" East 378.34 feet);

Thence North 32° 15' 00" West 79.21 feet;

Thence along a 415.00 foot radius curve to the right an arc a distance of 535.11
 feet (chord North 04° 41' 21" East 498.80 feet) to a point on a compound curve with
 center being South 48° 22' 17" East 215.00 feet radial distance;

Thence clockwise along said compound curve an arc a distance of 123.47 feet (chord
 North 58° 04' 48" East 121.78 feet);

Thence North 00° 00' 00" East 326.16 feet;

Thence North 14° 20' 44" East 461.44 feet to a point on the thread of the Weiser
 River;

Thence upstream along said thread and along that line of agreement of Portions "C"
 and "E" on Record of Survey Instr. No. 95699 through the following four courses:

1. South 87° 20' 00" East 42.25 feet;
2. North 73° 25' 00" East 255.00 feet;
3. North 51° 45' 00" East 315.00 feet;
4. North 78° 45' 00" East 207.25 feet to a point on the East line of the
 N1/2SW1/4NW1/4 of Section 11;

Thence South 00° 26' 38" East 245.79 feet along the East line of the N1/2SW1/4NW1/4 of
 Section 11 to the Southeast corner of the N1/2SW1/4NW1/4 of Section 11;

Thence South 00° 54' 23" West 1137.17 feet;

Thence South 17° 24' 38" West 60.44 feet;

Thence South 17° 30' 56" West 745.88 feet to that line of agreement of Portion "A" on
 Record of Survey Instr. No. 95696;

Thence North 88° 42' 34" West 594.70 feet along said line of agreement;

Thence North 86° 24' 24" West 450.84 feet along said line of agreement to the REAL
 POINT OF BEGINNING.

EXCEPTING GOODRICH CREEK ROAD AS NOW ESTABLISHED.

CONTINUED

TRACT C-C - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho

Section 11: A tract of land located in portion of the N1/2SW1/4 and S1/2NW1/4 more particularly described as follows:

Beginning at a point on the North-South midsection line of Section 11, T15NR2WBM, Adams County, Idaho, said point being North 00° 27' 24" West 55.35 feet from the C-S 1/16 corner of Section 11;

Thence North 89° 52' 58" West 844.87 feet along that line of agreement of Portion "A" on Record of Survey Instr. No. 95696;

Thence North 88° 42' 34" West 750.31 feet along said line of agreement;

Thence North 17° 30' 56" East 745.88 feet;

Thence North 17° 24' 38" East 60.44 feet;

Thence North 00° 54' 23" East 1137.17 feet to the Southeast corner of the N1/2SW1/4NW1/4 of Section 11;

Thence North 00° 26' 38" West 245.79 feet along the East line of the N1/2SW1/4NW1/4 of Section 11 to a point on the thread of the Weiser River and that line of agreement of Portion "F" on Record of Survey Instr. No. 95699;

Thence upstream along said thread and last said line of agreement the following two courses:

1. North 78° 45' 00" East 192.75 feet;
2. North 56° 50' 00" East 155.00 feet;

Thence South 00° 26' 34" East 846.66 feet;

Thence North 88° 10' 00" East 40.12 feet;

Thence along a 1000.00 foot radius curve to the left an arc a distance of 207.18 feet (chord North 82° 13' 53" East 206.81 feet);

Thence South 27° 26' 13" East 1662.40 feet to the REAL POINT OF BEGINNING.

TRACT D-D - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho

Section 11: A tract of land located in portions of the SE1/4NW1/4 and SW1/4NE1/4 more particularly described as follows:

Beginning at the Northeast corner of the SE1/4NW1/4 of Section 11, T15NR2WBM, Adams County, Idaho;

Thence South 50° 30' 03" East 1606.35 feet to a point on a nontangent curve with center being North 61° 11' 21" West 215.00 feet radial distance;

Thence clockwise along said nontangent curve an arc a distance of 163.32 feet (chord South 50° 34' 20" West 159.42 feet);

Thence South 72° 20' 00" West 405.44 feet;

Thence along a 300.00 foot radius curve to the right an arc a distance of 333.36 feet (chord North 75° 50' 00" West 316.47 feet);

Thence North 44° 00' 00" West 87.49 feet;

Thence along a 500.00 foot radius curve to the left an arc a distance of 263.98 feet (chord North 59° 07' 30" West 260.93 feet);

Thence North 74° 15' 00" West 222.93 feet;

Thence along a 350.00 foot radius curve to the left an arc a distance of 321.75 feet (chord South 79° 24' 53" West 310.54 feet) to a point on a reverse curve with center being North 36° 55' 14" West 1000.00 feet radial distance;

Thence clockwise along said reverse curve an arc a distance of 612.39 feet (chord South 70° 37' 23" West 602.86 feet);

Thence South 88° 10' 00" West 40.12 feet;

Thence North 00° 26' 34" West 846.66 feet;

Thence North 27° 30' 00" East 237.49 feet along that line of agreement of Portion "F" on Record of Survey Instr. No. 95699;

Thence North 62° 55' 00" East 219.44 feet along the Southerly right-of-way limit of the former Pacific and Idaho Northern Railway to the North line of the SE1/4NW1/4 of Section 11;

Thence North 88° 58' 26" East 691.77 feet along the North line of the SE1/4NW1/4 of Section 11 to the REAL POINT OF BEGINNING.

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TRACT E-E - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Sections 2 and 11: A tract of land located in portions of the SW1/4SE1/4 of Section 2 and the W1/2NE1/4 of Section 11 more particularly described as follows:
 Beginning at the Southeast corner of the NE1/4NW1/4 of Section 11, T15NR2WBM, Adams County, Idaho;

Thence North 00° 27' 24" West 585.17 feet along the East line of the NE1/4NW1/4 of Section 11 to the Southeast corner of Tract "I" of Record of Survey Instr. No. 92497 and a nontangent curve with center being North 58° 38' 29" West 1482.40 feet radial distance;

Thence counterclockwise along said nontangent curve southeasterly boundary of Tract "I" and the Southeasterly right-of-way limit of the former Pacific and Idaho Northern Railway an arc a distance of 75.68 feet (chord North 29° 53' 45" East 75.67 feet);

Thence North 28° 26' 00" East 106.37 feet along the Southeasterly boundary of Tract "I" and right-of-way limit of the former Pacific and Idaho Northern Railway to a point on the thread of the Weiser River;

Thence upstream along the thread of the Weiser River and the Southerly boundary of Tract "I" of Record of Survey Instr. No. 92497 through the following two courses:

1. North 31° 01' 37" East 570.98 feet;
2. North 52° 15' 00" East 470.77 feet;

Thence South 13° 58' 41" East 1622.02 feet;

Thence South 51° 00' 00" East 30.00 feet to a nontangent curve with center being South 51° 00' 00" East 300.00 feet radial distance;

Thence counterclockwise along said nontangent curve an arc a distance of 408.41 feet (chord South 00° 00' 00" West 377.59 feet);

Thence South 39° 00' 00" East 94.91 feet;

Thence along a 350.00 foot radius curve to the right an arc a distance of 317.65 feet (chord South 13° 00' 00" East 306.86 feet);

Thence South 13° 00' 00" West 148.89 feet;

Thence along a 215.00 foot radius curve to the right an arc a distance of 59.33 feet (chord South 20° 54' 20" West 59.14 feet);

Thence North 50° 30' 03" West 1606.35 feet to the REAL POINT OF BEGINNING.

TRACT F-F - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Sections 2, 11 and 12: A tract of land situated in the S1/2SE1/4 of Section 2, the NE1/4 Section 11 and the NW1/4NW1/4 of Section 12, more particularly described as follows:

Beginning at a point which bears North 46° 44' 18" West 924.67 feet from the North 1/16 corner common to Sections 11 and 12, T15NR2WBM, Adams County, Idaho, said point being on a nontangent curve with center being South 29° 29' 52" East 2875.00 feet radial distance;

Thence counterclockwise along said nontangent curve an arc distance of 1078.95 feet (chord South 49° 45' 04" West 1072.63 feet);

Thence North 51° 00' 00" West 30.00 feet;

Thence North 13° 58' 41" West 1622.02 feet to a point on the thread of the Weiser River;

Thence upstream along the thread of the Weiser River and the Southerly boundary of Tracts "I", "J" and "K" of Record of Survey Instr. No. 92497 through the following seven courses:

1. North 52° 15' 00" East 56.86 feet;
2. North 76° 18' 01" East 216.24 feet;
3. South 88° 18' 44" East 543.47 feet;
4. South 76° 16' 10" East 425.63 feet;
5. South 82° 35' 20" East 196.00 feet;
6. South 69° 45' 11" East 594.37 feet;
7. South 64° 18' 32" East 53.50 feet;

Thence South 51° 41' 46" West 991.65 feet to the REAL POINT OF BEGINNING.

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TRACT G-G - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Sections 11 and 12: A tract of land located in portions of the NEN of Section 11 and the NW1/4NW1/4 of Section 12 more particularly described as follows:
 Beginning at the North 1/16 corner common to Sections 11 and 12, T15NR2WBM, Adams County, Idaho;

Thence North 46° 44' 18" West 924.67 feet;

Thence North 51° 41' 46" East 991.65 feet to a point on the thread of the Weiser River;

Thence upstream along the thread of the Weiser River and the Southerly boundary of Tract "K" of Record of Survey Instr. No. 92497 through the following three courses:

1. South 64° 18' 32" East 422.19 feet;
2. South 72° 07' 43" East 372.52 feet;
3. South 88° 55' 14" East 477.47 feet to a point on the East line of the NW1/4NW1/4 of Section 12;

Thence South 00° 04' 25" East 908.43 feet along said East line to the Southeast corner of the NW1/4NW1/4 of Section 12;

Thence South 88° 32' 26" West 1318.79 feet along the South line of the NW1/4NW1/4 of Section 12 to the Southwest corner of the NW1/4NW1/4 of Section 12 and the REAL POINT OF BEGINNING.

TRACT H-H - CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Section 11: A tract of land located in the portions of the E1/2 of Section 11 more particularly described as follows:
 Beginning at the corner common to Sections 11, 12, 13 and 14, T15NR2WBM, Adams County, Idaho;

Thence North 26° 24' 22" West 3266.56 feet to a point on a nontangent curve with center being North 51° 11' 01" West 215.00 feet radial distance;

Thence counterclockwise along said nontangent curve an arc a distance of 96.87 feet (chord North 25° 54' 30" East 96.06 feet);

Thence North 13° 00' 00" East 148.89 feet;

Thence along a 350.00 foot radius curve to the left an arc a distance of 317.65 feet (chord North 13° 00' 00" West 306.86 feet);

Thence North 39° 00' 00" West 94.91 feet;

Thence along a 300.00 foot radius curve to the right an arc a distance of 408.41 feet (chord North 00° 00' 00" West 377.59 feet) to a point on a compound curve with center being South 51° 00' 00" East 2875.00 feet, radial distance;

Thence clockwise along said compound curve an arc a distance of 1078.95 feet (chord North 49° 45' 04" East 1072.63 feet);

Thence South 46° 44' 18" East 924.67 feet to the North 1/16 corner common to Sections 11 and 12;

Thence South 00° 18' 34" East 1325.47 feet along the line common to Sections 11 and 12 to the 1/4 corner common to Sections 11 and 12;

Thence South 00° 08' 53" East 2641.46 feet along the line common to Sections 11 and 12 to the REAL POINT OF BEGINNING.

CONTINUED

TRACT I-I CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho

Section 11: A tract of land located in portions of the SE1/4 and S1/2NE1/4 more particularly described as follows:

Beginning at the corner common to Sections 11, 12, 13 and 14, T15NR2WBM, Adams County, Idaho;

Thence along that line of agreement of Portions "A" and "B" on Record of Survey Instr. No. 95696 North 62° 47'17" West 2360.65 feet;

Thence North 05° 52'28" East 1633.12 feet;

Thence North 17° 40'00" West 30.00 feet;

Thence North 72° 20'00" East 405.44 feet;

Thence along a 215.00 foot radius curve to the left an arc distance of 125.77 feet (chord North 55° 34'30" East 123.99 feet);

Thence South 26° 24'22" East 3266.56 feet to the REAL POINT OF BEGINNING.

TRACT J-J CUDDY MOUNTAIN RANCHES

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho

Section 11: A tract of land located in portions of the NE1/4SW1/4, SE1/4NW1/4, SW1/4NE1/4 and W1/2SE1/4 more particularly described as follows:

Beginning at a point on the North-South midsection line of Section 11, T15NR2WBM, Adams County, Idaho, said point being North 00° 27'24" West 55.35 feet from the C-S 1/16 corner of Section 11;

Thence North 27° 26'13" West 1662.40 feet to a point on a nontangent curve with center being North 13° 42'14" West 1000.00 feet radial distance;

Thence counterclockwise along said nontangent curve an arc distance of 405.21 feet (chord North 64° 41'16" East 402.44 feet) to a point on a reverse curve with center being South 36° 55'14" East 350.00 feet radial distance;

Thence clockwise along said reverse curve an arc distance of 321.75 feet (chord North 79° 24'53" East 310.54);

Thence South 74° 15'00" East 222.93 feet;

Thence along a 500.00 foot radius curve to the right an arc distance of 263.98 feet (chord South 59° 07'30" East 260.93 feet);

Thence South 44° 00'00" East 87.49 feet;

Thence along a 300.00 foot radius curve to the left an arc distance of 333.36 feet (chord South 75° 50'00" East 316.47 feet);

Thence South 17° 40'00" East 30.00 feet;

Thence South 05° 52'28" West 1633.12 feet to that line of agreement of Portion "A" on Record of Survey Instr. No. 95696;

Thence North 62° 47'17" West 619.75 feet along said line of agreement to the REAL POINT OF BEGINNING.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED THE BED OF THE WEISER RIVER.